

B 10 (Official Form 10) (12/12)

<b>UNITED STATES BANKRUPTCY COURT</b>		<b>Northern District of Georgia</b>	FILED IN CLERK'S OFFICE U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA DECEMBER 8 PM 2:16 M. REGINA THOMAS CLERK DEPUTY CLERK  <b>COURT USE ONLY</b> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name of Debtor: Hutcheson Medical Center, Inc 100 Gross Crescent Circle Fort Oglethorpe, GA 30742		Case Number: 14-42863-pwb	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Continuant, Inc			
Name and address where notices should be sent: Continuant, Inc 5050 20th St E Fife, WA 98424  Telephone number: (800) 652-9920 email: judiths@continuant.com			RECEIVED DEC 22 2014
Name and address where payment should be sent (if different from above): Continuant, Inc PO Box 110966 Tacoma, WA 98411-0966  Telephone number: (800) 652-9920 email: judiths@continuant.com			BMC GROUP  <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>19,933.85</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>Contractual Agreement, Time &amp; Equipment, Finance Chrgs</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor:  H U T C	3a. Debtor may have scheduled account as:  (See instruction #3a)	3b. Uniform Claim Identifier (optional):  (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____  Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____  Basis for perfection: _____  Amount of Secured Claim: \$ _____  Amount Unsecured: \$ <u>19,933.85</u>	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction			

Hutcheson Med POC



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## B 10 (Official Form 10) (12/12)

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7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7. and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Judith Spivack

Title: Senior Accounting Manager

Company: Continuant, Inc.

Address and telephone number (if different from notice address above): \_\_\_\_\_

 (Signature) 12/8/14 (Date)

Telephone number: (800) 652-9920 email: judiths@continuant.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

## Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

## Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

## 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

## 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

## 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

## 3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

## 3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

## 4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

## 5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (c).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

## 6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

## 7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

## 8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.



5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9980

**STATEMENT OF ACCOUNT**

Statement Date: 12/3/2014

CustID: HUTCHESONMC+FTO

Page 1 of 1

Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742

INVOICE / CHECK NUMBER	TYPE	DATE	DUE DATE	DESCRIPTION	ORIGINAL AMOUNT	PAYMENT CREDIT	BALANCE
016005	Fin Charge	4/2/2012		Finance Charge	300.34		300.34
016758	Fin Charge	6/1/2012		Finance Charge	42.39		42.39
017204	Fin Charge	7/2/2012		Finance Charge	42.39		42.39
017896	Fin Charge	8/1/2012		Finance Charge	41.09		41.09
018552	Fin Charge	9/1/2012		Finance Charge	83.67		83.67
019201	Fin Charge	10/1/2012		Finance Charge	79.67		79.67
019770	Fin Charge	11/1/2012		Finance Charge	42.61		42.61
020442	Fin Charge	12/3/2012		Finance Charge	87.63		87.63
021148	Fin Charge	1/2/2013		Finance Charge	25.00		25.00
021820	Fin Charge	2/1/2013		Finance Charge	46.93		46.93
022411	Fin Charge	3/1/2013		Finance Charge	82.93		82.93
022899	Fin Charge	4/1/2013		Finance Charge	131.58		131.58
023854	Fin Charge	10/1/2013		Finance Charge	38.05		38.05
024075	Fin Charge	11/4/2013		Finance Charge	92.05		92.05
623843	Invoice	2/1/2014	3/3/2014	Service Contract: ESP769711	2,362.46		2,362.46
647677	Invoice	3/1/2014	3/31/2014	Service Contract: ESP769711	2,362.46		2,362.46
660367	Invoice	4/1/2014	5/1/2014	Service Contract: ESP769711	2,362.46		2,362.46
672227	Invoice	5/1/2014	5/31/2014	Service Contract: ESP769711	2,362.46		2,362.46
681493	Invoice	6/1/2014	7/1/2014	Service Contract: ESP769711	2,362.46		2,362.46
689963	Invoice	7/1/2014	7/31/2014	Service Contract: ESP769711	2,362.46		2,362.46
703066	Invoice	8/1/2014	8/31/2014	Service Contract: ESP769711	2,362.46		1,181.21
707722	Credit Memo	8/19/2014		Payment/Credit Memo Applied		-1,181.25	
707724	Invoice	8/19/2014	9/18/2014	Service Contract: NEX0011828	1,181.25		1,181.25

Current	1 to 30	31 to 60	61 to 90	Over 90
0.00	0.00	0.00	1,181.25	16,492.30
Remit payment to ▶ Continuant, Inc. PO Box 110968 Tacoma, WA 98411-0968				Balance Due 17,673.55

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.



5050 20th St, East, Fife, WA 98424  
FIFE, WA 98424  
PH. (800) 652-9920 FAX 1 (800) 652-8960

FINANCE CHARGE INVOICE: FC12012014  
CUSTOMER ID: HUTCHESONMC+FTO

Page: 1 of 1

**BILL TO:**

Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742

<u>DESCRIPTION</u>	<u>INVOICE NUMBER</u>	<u>DATE</u>	<u>AMOUNT</u>
Finance Charges	016005	4/2/2012	300.34
	016758	6/1/2012	42.39
	017204	7/2/2012	42.39
	017896	8/1/2012	41.09
	018552	9/1/2012	83.67
	019201	10/1/2012	79.67
	019770	11/1/2012	42.61
	020442	12/3/2012	87.63
	021148	1/2/2013	25.00
	021820	2/1/2013	46.93
	022411	3/1/2013	82.93
	022899	4/1/2013	131.58
	023854	10/1/2013	38.05
	024075	11/4/2013	92.05

Remit payment to: Continuant, Inc. 5050 20th St E Fife, WA 98424	Sales total:	1,136.33
	Balance Due:	1,136.33

ted to us upon receipt of invoice. Unless other conditions of sale exist between  
is bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.



**Continuant.**

5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 623843

CUSTOMER ID: HUTCHESONMC+FTO

INVOICE DATE: 2/1/2014

Page 1 of 1

**BILL TO:**

Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742

**SHIP TO:**

Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742

**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769711	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '03/01/2014'	2,362.46	0.00	2,362.46	
▼ Remit payment to ▼ <b>Continuant, Inc.</b> 5050 20th ST East Fife, WA 98424		<b>Sales Total</b> 2,362.46 <b>Tax</b> 0.00 <b>Amount Due</b> 2,362.46			

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 647677

CUSTOMER ID: HUTCHESONMC+FTO

INVOICE DATE: 3/1/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALLSPERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769711	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '04/01/2014'	2,362.48	0.00	2,362.48	
▼ Remit payment to ▼ Continuant, Inc. 5050 20th ST East Fife, WA 98424			Sales Total	2,362.48	
			Tax	0.00	
			Amount Due	2,362.48	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 660367

CUSTOMER ID: HUTCHESONMMC+FTO

INVOICE DATE: 4/1/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769711	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '05/01/2014'	2,362.46	0.00	2,362.46	
▼ Remit payment to ▼ <b>Continuant, Inc.</b> 5050 20th ST East Fife, WA 98424			<b>Sales Total</b>	<b>2,362.46</b>	
			<b>Tax</b>	<b>0.00</b>	
			<b>Amount Due</b>	<b>2,362.46</b>	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 672227

CUSTOMER ID: HUTCHESONMC+FTO

INVOICE DATE: 5/1/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON		CONTRACT ID
		Net 30 Days	Service-Department		ESP769711
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '06/01/2014'	2,362.46	0.00	2,362.46	
▼ Remit payment to ▼ Continuant, Inc. 5050 20th ST East Fife, WA 98424			Sales Total	2,362.46	
			Tax	0.00	
			Amount Due	2,362.46	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant.**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 681493

CUSTOMER ID: HUTCHESONMC+FTO

INVOICE DATE: 6/1/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769711	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '07/01/2014'	2,362.46	0.00	2,362.46	
▼ Remit payment to ▼ <b>Continuant, Inc.</b> 5050 20th ST East Fife, WA 98424			<b>Sales Total</b>	<b>2,362.46</b>	
			<b>Tax</b>	<b>0.00</b>	
			<b>Amount Due</b>	<b>2,362.46</b>	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 689963

CUSTOMER ID: HUTCHESONMC+FTO

INVOICE DATE: 7/1/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALES PERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769711	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '08/01/2014'	2,362.46	0.00	2,362.46	
▼ Remit payment to ▼ Continuant, Inc. 5050 20th ST East Fife, WA 98424			Sales Total	2,362.46	
			Tax	0.00	
			Amount Due	2,362.46	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 703066

CUSTOMER ID: HUTCHESONMC+FTO

INVOICE DATE: 8/1/2014

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**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON	CONTRACT ID	
		Net 30 Days	Service~Department	ESP769711	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '09/01/2014'	2,362.46	0.00	2,362.46	
▼ Remit payment to ▼ <b>Continuant, Inc.</b> <b>5050 20th ST East</b> <b>Fife, WA 98424</b>			<b>Sales Total</b>	<b>2,362.46</b>	
			<b>Tax</b>	<b>0.00</b>	
			<b>Amount Due</b>	<b>2,362.46</b>	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.



**Continuant**

5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT CREDIT MEMO: 707722

CUSTOMER ID: HUTCHESONMC+FTO

INVOICE DATE: 8/19/2014

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**BILL TO:**

Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742

**SHIP TO:**

Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742

**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALSPERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769711	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	MAINTENANCE CREDIT SEPTEMBER INV 703066	-1,181.25	0.00	-1,181.25	
▼ Remit payment to ▼ <b>Continuant, Inc.</b> 5050 20th ST East Fife, WA 98424		<b>Sales Total</b> -1,181.25 <b>Tax</b> 0.00 <b>Amount Due</b> -1,181.25			

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant.**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 707724

CUSTOMER ID: HUTCHESONMC+FTO

INVOICE DATE: 8/18/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON		CONTRACT ID
Cancel Fee		Net 30 Days	Service-Department		NEX0011828
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '08/19/2014'	1,181.25	0.00	1,181.25	
	Cancel Fee				
▼ Remit payment to ▼ <b>Continuant, Inc.</b> <b>5050 20th ST East</b> <b>Fife, WA 98424</b>					<b>Sales Total</b> 1,181.25 <b>Tax</b> 0.00 <b>Amount Due</b> 1,181.25

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.



Continuant  
5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

**STATEMENT OF ACCOUNT**

Statement Date: 12/3/2014

CustID: HUTCHESONMC-RIN

Page 1 of 1

Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742

INVOICE CHECK NUMBER	TYPE	DATE	DUE DATE	DESCRIPTION	ORIGINAL AMOUNT	PAYMENT CREDIT	BALANCE
623844	Invoice	2/1/2014	3/3/2014	Service Contract: ESP769718	322.90		322.90
647678	Invoice	3/1/2014	3/31/2014	Service Contract: ESP769718	322.90		322.90
660388	Invoice	4/1/2014	5/1/2014	Service Contract: ESP769718	322.90		322.90
672228	Invoice	5/1/2014	5/31/2014	Service Contract: ESP769718	322.90		322.90
681494	Invoice	6/1/2014	7/1/2014	Service Contract: ESP769718	322.90		161.60
707723	Credit Memo	8/19/2014		Payment/Credit Memo Applied		-161.40	
689964	Invoice	7/1/2014	7/31/2014	Service Contract: ESP769718	322.90		322.90
703067	Invoice	8/1/2014	8/31/2014	Service Contract: ESP769718	322.90		322.90
707725	Invoice	8/19/2014	9/18/2014	Service Contract: NEX0011829	161.40		161.40

Current	1 to 30	31 to 60	61 to 90	Over 90
0.00	0.00	0.00	161.40	2,098.90
Remit payment to: Continuant, Inc. PO Box 110966 Tacoma, WA 98411-0966				Balance Due 2,260.30

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.



**Continuant.**

5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

**CONTRACT INVOICE: 623844**

**CUSTOMER ID: HUTCHESONMAC-RIN**

**INVOICE DATE: 2/1/2014**

Page 1 of 1

**BILL TO:**

Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742

**SHIP TO:**

Hutcheson Medical Center  
4750 Battlefield Parkway  
Ringgold, GA 30736

**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769718	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '03/01/2014'	322.90	0.00	322.90	
▼ Remit payment to ▼ <b>Continuant, Inc.</b> <b>5050 20th ST East</b> <b>Fife, WA 98424</b>		<b>Sales Total</b>	<b>322.90</b>		
		<b>Tax</b>	<b>0.00</b>		
		<b>Amount Due</b>	<b>322.90</b>		

*Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.*

**Continuant**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 647678

CUSTOMER ID: HUTCHESONMC-RUN

INVOICE DATE: 3/1/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
4750 Battlefield Parkway  
Ringgold, GA 30736**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769718	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '04/01/2014'	322.90	0.00	322.90	
▼ Remit payment to ▼ <b>Continuant, Inc.</b> <b>5050 20th ST East</b> <b>Fife, WA 98424</b>			<b>Sales Total</b>	<b>322.90</b>	
			<b>Tax</b>	<b>0.00</b>	
			<b>Amount Due</b>	<b>322.90</b>	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant.**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 660368

CUSTOMER ID: HUTCHESONMC-RUN

INVOICE DATE: 4/1/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
4750 Battlefield Parkway  
Ringgold, GA 30736**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALES PERSON		CONTRACT ID
		Net 30 Days	Service-Department		ESP769718
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '05/01/2014'	322.90	0.00	322.90	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.



**Continuant.**

5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 672228

CUSTOMER ID: HUTCHESONMC-RW

INVOICE DATE: 5/1/2014

Page 1 of 1

**BILL TO:**

Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742

**SHIP TO:**

Hutcheson Medical Center  
4750 Battlefield Parkway  
Ringgold, GA 30736

**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769718	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '06/01/2014'	322.90	0.00	322.90	
▼ Remit payment to ▼ <b>Continuant, Inc.</b> 5050 20th ST East Fife, WA 98424			<b>Sales Total</b>	<b>322.90</b>	
			<b>Tax</b>	<b>0.00</b>	
			<b>Amount Due</b>	<b>322.90</b>	

*Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.*

**Continuant.**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 681484

CUSTOMER ID: HUTCHESONMC-RUN

INVOICE DATE: 8/1/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
4750 Battlefield Parkway  
Ringgold, GA 30736**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769718	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '07/01/2014'	322.90	0.00	322.90	
▼ Remit payment to ▼ Continuant, Inc. 5050 20th ST East Fife, WA 98424			Sales Total	322.90	
			Tax	0.00	
			Amount Due	322.90	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960**CONTRACT CREDIT MEMO: 707723****CUSTOMER ID: HUTCHESONMC-RIN****INVOICE DATE: 8/19/2014****Page 1 of 1****BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
4750 Battlefield Parkway  
Ringgold, GA 30736**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON		CONTRACT ID
		Net 30 Days	Service-Department		ESP769718
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	MAINTENANCE CREDIT SEPTEMBER INV 681494	-161.40	0.00	-161.40	
▼ Remit payment to ▼ Continuant, Inc. 5050 20th ST East Fife, WA 98424			Sales Total	-161.40	
			Tax	0.00	
			Amount Due	-161.40	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 689984

CUSTOMER ID: HUTCHESONMC-RN

INVOICE DATE: 7/1/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
4750 Battlefield Parkway  
Ringgold, GA 30736**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769718	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '08/01/2014'	322.90	0.00	322.90	
▼ Remit payment to ▼ Continuant, Inc. 5050 20th ST East Fife, WA 98424			Sales Total	322.90	
			Tax	0.00	
			Amount Due	322.90	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

**Continuant.**5050 20th St East, Fife, WA 98424  
Tel: (800) 852-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 703067

CUSTOMER ID: HUTCHESONMC-RUN

INVOICE DATE: 8/1/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
4750 Battlefield Parkway  
Ringgold, GA 30736**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALES PERSON	CONTRACT ID	
		Net 30 Days	Service-Department	ESP769718	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '09/01/2014'	322.90	0.00	322.90	
▼ Remit payment to ▼ Continuant, Inc. 5050 20th ST East Fife, WA 98424			Sales Total	322.90	
			Tax	0.00	
			Amount Due	322.90	

*Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.*

**Continuant.**5050 20th St East, Fife, WA 98424  
Tel: (800) 652-9920 | Fax: (800) 652-9960

CONTRACT INVOICE: 707725

CUSTOMER ID: HUTCHESONMC-RIN

INVOICE DATE: 8/19/2014

Page 1 of 1

**BILL TO:**Hutcheson Medical Center  
100 Gross Crescent Circle  
Fort Oglethorpe, GA 30742**SHIP TO:**Hutcheson Medical Center  
4750 Battlefield Parkway  
Ringgold, GA 30736**DUPLICATE COPY**

CUSTOMER PO		PAYMENT TERMS	SALESPERSON	CONTRACT ID	
Cancel Fee		Net 30 Days	Service-Department	NEX0011829	
ITEM ID	DESCRIPTION	CONTRACT PRICE	TAX	TOTAL PRICE	
MAINTENANCE AGREEMENT	Monthly from: '08/19/2014'	161.40	0.00	161.40	
	Cancel Fee				
▼ Remit payment to ▼ <b>Continuant, Inc.</b> <b>5050 20th ST East</b> <b>Fife, WA 98424</b>			<b>Sales Total</b>	<b>161.40</b>	
			<b>Tax</b>	<b>0.00</b>	
			<b>Amount Due</b>	<b>161.40</b>	

Any dispute must be communicated to us upon receipt of invoice. Unless other conditions of sale exist between the parties, delinquent invoices bear interest fees at the annual rate of 1% or \$25.00, whichever is greater.

Continuant ("SUPPLIER")  
5050 20<sup>th</sup> Street East  
Tacoma, WA 98424  
(800) 652-9920

Avaya Definity G3.1 V1.1 with 2090 ports, VV Series 16 voicecards with 489 mg boxes and 8 Attendant Consoles.

\$2,881.74/mo.

I agree to the terms and conditions of this Agreement.

Kevin J. Miller 4/30/12

Customer Signature Date

Kevin J. Miller

Print or Type Name Case



## Maintenance Advantage Plan

**The Service Level Agreement (SLA) that serves you best**

Most OEMs provide an industry standard "Time to Respond" SLA which is generally 2 hours on-site during normal business hours, and 4 hours on-site during evenings, weekends, and holidays. Contingent goes beyond the typical OEM SLA and provides a guaranteed "Time to Restore".

Time of Day	Severity Level	Critical Spares	Response Time 90% of Tickets (min)	Restore Time 90% of Tickets (hrs)	Response Time 100% of Tickets (min)	Restore Time 100% of Tickets (hrs)
Bus Hrs	Critical	Onsite	5	1	15	2
Bus Hrs	High	Onsite	15	2	60	8
After Hrs	Critical	Onsite	5	4	15	8
After Hrs	High	Onsite	30	8	60	16
Bus Hrs	Critical	Offsite	5	NA	15	NA
Bus Hrs	High	Offsite	15	NA	60	NA
After Hrs	Critical	Offsite	5	NA	15	NA
After Hrs	High	Offsite	30	NA	60	NA
Bus Hrs	Critical	Onsite	5	2	15	4
Bus Hrs	High	Onsite	15	4	60	8
Bus Hrs	Critical	Offsite	5	NA	15	NA
Bus Hrs	High	Offsite	15	NA	60	NA

With Contingent you are not only guaranteed to have resources on-site in a timely manner, but you are guaranteed your system will be promptly restored. If Contingent misses our agreed upon SLA, you will receive credits on your next month's maintenance invoice.



## Maintenance Advantage Plan

### Terms & Conditions

**1. TERM:** This Agreement shall become effective as of the commencement date or date of signature, whichever is earlier, and shall remain in effect until terminated per the terms of this Agreement.

Coverage listed on this Agreement will begin as of the Commencement date listed on the Agreement and remain in effect through the term as specified on the Agreement. At the end of the initial term, Coverage will automatically renew for successive twelve (12) month terms at the SUPPLIER's then current rates, until a new Agreement and/or term is mutually agreed upon. Either Party may give the other Party written notice of its intent not to renew Coverage ninety (90) days prior to the expiration of the existing term.

**2. SCOPE OF AGREEMENT:** SUPPLIER shall provide Coverage which may include maintenance services, technical support, monitoring, equipment, and/or software to CUSTOMER in accordance with the Agreement and/or Statement of Work (SOW).

**3. CUSTOMER RESPONSIBILITIES:** CUSTOMER agrees to: (1) provide the proper environment, electrical and telecommunications/network connections; (2) provide remote access as required by the Agreement and/or Statement of Work; and/or a secure space for covered equipment; (3) maintain a procedure external to the software program(s) and host equipment for restoration of lost or altered files, data, and/or programs; (4) provide SUPPLIER a list of any covered equipment with pre-existing conditions; (4a) equipment suspected or known to have problems or issues in the past; (5) provide passwords necessary to access CUSTOMER equipment covered under this Agreement; and (6) authorize SUPPLIER and its employees/agents/agency to act on CUSTOMER'S behalf on non-financial or contractually obligating matters, with related third party providers/vendors as necessary to fulfill Agreement services.

CUSTOMER is responsible for notifying SUPPLIER of the presence of any hazardous material (e.g., asbestos) on CUSTOMER premises prior to the commencement of any Coverage. CUSTOMER is also responsible for removal of any such hazardous material or correction of any hazardous condition that affects SUPPLIER'S performance of Coverage. Applicable Service Level Agreements will be put on hold until CUSTOMER provides written notification of removal or corrections of the hazardous condition. SUPPLIER shall not be liable to CUSTOMER as a result of any related delays.

CUSTOMER is responsible for ensuring that CUSTOMER'S covered equipment is adequately secured against unauthorized intrusion, and backing up CUSTOMER'S data and files.

**4. WARRANTY:** SUPPLIER services will be in compliance with applicable laws and performed according to accepted industry standards. Any purchased products will be free of defect in materials, workmanship and design as warranted by the manufacturer of each product. IN THE EVENT OF A DEFECTIVE PURCHASED PRODUCT, CUSTOMER'S EXCLUSIVE REMEDY IS FOR SUPPLIER TO MAKE REPAIRS OR PROVIDE REPLACEMENTS OF THE DEFECTIVE PURCHASED PRODUCT WITH NEW OR REFURBISHED PRODUCT AT SUPPLIER'S DISCRETION.

**5. WARRANTY AND MAINTENANCE SERVICE EXCLUSIONS:** Warranty of purchased Products or Coverage service does not cover repair for damages, or malfunctions, or performance characteristics caused by: (1) use of non-SUPPLIER or ORIGINAL EQUIPMENT MANUFACTURER furnished equipment, software, or facilities with the covered equipment; (2) Use of equipment, software, or facilities not covered by SUPPLIER Coverage; (3) CUSTOMER failure to follow SUPPLIER installation, operation or maintenance instructions, including CUSTOMER failure to permit SUPPLIER timely remote access to covered equipment; (4) Failure or malfunction of equipment, software, or facilities not under SUPPLIER Coverage; (5) Actions of non-SUPPLIER personnel; (6) Power surge and/or electrical storms; (7) Equipment misuse, abuse or mishandling; (8) Force Majeure conditions as stated in Article 10.

Unless otherwise specified, Coverage does not include batteries, tapes, and/or other consumables.

SUPPLIER does not warrant uninterrupted or error free operation of the covered equipment. In addition, SUPPLIER is not obligated to provide Warranty or Coverage if CUSTOMER modifies or uses the covered equipment outside of manufacturer's specifications or for any equipment with a pre-existing condition. CUSTOMER initiated system additions, product moves, or system programming changes or additions are not included under maintenance coverage. With prior approval from CUSTOMER, SUPPLIER will perform repair or other services not covered by this Agreement at SUPPLIER'S standard rates for such services.

SUPPLIER does not warrant merchantability, express or implied, of a product for a particular purpose of any purchased Products.

Products are reasonably secured by design, and SUPPLIER will maintain procedures to safeguard CUSTOMER'S data and files from unauthorized access or disclosure. However, SUPPLIER makes no warranty, express or implied, that covered equipment is immune from fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. By using covered equipment with certain features or security using such features, CUSTOMER assumes all responsibility for securing their proper and lawful use.

CUSTOMER agrees to notify SUPPLIER prior to relocating covered equipment to a different physical address. Additional charges will apply if SUPPLIER incurs costs as a result of relocation of covered equipment.

If the covered equipment supports Telephony or Internet Protocol (IP) facilities, CUSTOMER may experience certain compromises in performance, reliability and security, even when the covered equipment performs as warranted and within manufacturer specifications. These compromises may become more acute if CUSTOMER fails to follow SUPPLIER recommendations for configuration, operation and use of the covered equipment. CUSTOMER acknowledges these risks as acceptable.

**6. INDEMNITY:** Each Party (of its own expense) will defend the other Party and its Affiliates, and their employees, directors, and officers against or settle at its own expense any third-party claims, suits, actions or proceedings asserted against such Party and its Affiliates, and their employees, directors, and officers (collectively, the "Indemnified Party") arising out of or relating to bodily injury to or death of any person, or loss of or damage to real or tangible personal property, in the extent that such claim, suit, damage, or expense was proximately caused by any negligent or intentional act or omission on the part of the Party from whom indemnification is sought, its agents or employees ("Indemnifying Party"). The Indemnifying Party will defend, indemnify and hold harmless the Indemnified Party from and against any and all fully awarded damages, costs and expenses, including costs of investigation, court costs and reasonable outside attorneys' fees in connection with the indemnified claim.

**7. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY:** The entire liability of SUPPLIER and its subsidiaries, affiliates and successors, agents, subcontractors, and supplier of all of them, and CUSTOMER'S exclusive remedies for any damages arising from the performance or non-performance of any work or services, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise, shall be: (1) for SUPPLIER'S failure to perform any material term of this Agreement (e.g., SUPPLIER Coverage obligations), CUSTOMER'S sole remedy shall be to cancel this Agreement without incurring cancellation charges if SUPPLIER fails to correct such failures within thirty (30) days of receipt of CUSTOMER'S written notice; (2) for damages to real or tangible personal property for which SUPPLIER'S sole gross negligence was the proximate cause, CUSTOMER'S right to proven damages to property or person, not to exceed the current year's total content value.

Neither Party shall be liable for indirect or incidental damages, or special or consequential damages, including but not limited to: lost profits, savings or revenues of any kind lost, anticipated, realized or unrealized, data or messages; any charges for computer center telecommunication services or facilities accessed through or connected to covered equipment. Neither Party shall be liable for the types of damages enumerated above whether or not the other Party has been advised of the possibility of such damages. This paragraph shall survive the failure of any exclusive remedy.



## Maintenance Advantage Plan

**8. CANCELLATION:** CUSTOMER shall have the right to cancel Coverage under this Agreement in whole or in part, or as to any of CUSTOMER participating locations at any time, by providing SUPPLIER sixty (60) days written notice to cancel and by paying applicable cancellation charges. Cancellation charges shall equal the lesser of twelve (12) months charges or the remainder of the term.

CUSTOMER shall have the right to cancel all or portions of non-Coverage orders prior to shipment of product or the delivery of services, by providing SUPPLIER with written notice to cancel and by paying applicable cancellation charges. Cancellation charges shall equal fifteen percent (15%) of the applicable products or uniforms service order. CUSTOMER shall remain liable for the complete price of Products already shipped to CUSTOMER, and for all services already performed and for any applicable cancellation charges. CUSTOMER shall not have the right to cancel any portion of software, licenses, and/or software development costs.

**9. CONSUMER PRICE INDEX ADJUSTMENTS:** If the Consumer Price Index, All Urban Consumers ("CPI-U"), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, increased by more than five percent (5%) in the previous calendar year, then SUPPLIER may raise the contracted rate for Coverage by the CPI-U percentage of increase. To take this option SUPPLIER will give CUSTOMER ninety (90) days written notice of the pending rate increase. Once CUSTOMER receives notice, CUSTOMER will have thirty (30) days to cancel the affected Coverage by providing SUPPLIER sixty (60) days written notice. Under this circumstance CUSTOMER may cancel affected Coverage without cancellation fees as stated in Article 8.

**10. FORCE MAJEURE:** Neither Party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause of causes including acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, rebellions or government or other cause or causes which could not with reasonable diligence be controlled or prevented by the Party.

**11. TERMS OF PAYMENT:** Payments for Coverage shall be on the Agreement or on future Agreements along with applicable Sales and/or Use taxes are due before the first day of the applicable period's.

Coverage start date (the "Due Date"); Coverage is billed using 30 (thirty) day monthly cycles, with the monthly Due Date being the same day each month as the first Due Date through the End of the contract. CUSTOMER may in writing request a billing date different from the original Due Date, which will normally result in a pro-rated month's Coverage. Any partial month's Coverage will be billed on a pro-rated daily rate, with standard charges based on a 30 day month/360 day year.

The CUSTOMER past due unpaid balance will be considered delinquent and subject to a late payment fee equal to twenty five dollars (\$25) per month or one percent (1%) per month, whichever is greater.

**12. CUSTOMER DEFAULT AND MATERIAL TERMS:** CUSTOMER Material Terms include but are not limited to the following: (1) Failure to make payment by Due Date as described in Article 11; (2) Failure to perform CUSTOMER non-solicitation obligations listed in Article 17.

If CUSTOMER fails to perform any Material Term or condition of this Agreement, SUPPLIER shall notify CUSTOMER of the breach in writing, and CUSTOMER has thirty (30) days to cure the breach. If breach is not cured in thirty (30) days, CUSTOMER will be in default and SUPPLIER may cancel this Agreement immediately and exercise any available rights. Upon cancellation by SUPPLIER due to CUSTOMER default, the SUPPLIER may exercise any or all of the following non-exclusive remedies: (1) Bill cancellation charges outlined in Article 8 along with any other applicable charges; (2) Suspend Coverage and/or terminate performance; (3) Revoke all licenses provided by SUPPLIER; (4) Suspend and/or terminate licenses; (5) Revoke CUSTOMER credit; (6) Offset monies due CUSTOMER.

**13. DISPUTE RESOLUTION:** In the event that either Party initiates litigation, then the prevailing Party shall be entitled to an award of litigation costs, including without limitation the reasonable fees of expert witnesses. The Parties waive trial by jury.

**14. CHOICE OF LAW AND VENUE:** To resolve all disputes related to or arising from the Parties' Agreement (the "Disputes"), the Parties consent to and agree to the jurisdiction of those courts (state or federal) located in Pierce County, Washington and that these courts have exclusive venue over all Disputes. The Parties further agree that Washington State law governs the resolution of all Disputes.

**15. CUSTOMER OFFSET RESTRICTION:** CUSTOMER agrees that it shall not offset any funds owed to SUPPLIER under this Agreement for any reason, including without limitation refunds and performance.

**16. BILLING AND NOTICES:** All billing and notices required or permitted to be given hereunder shall be in writing and delivered in person or sent by mail and given to or made upon the respective Parties as stated hereunder. Address changes must be submitted to the other Party with sixty (60) days written notice prior to the effective date.

**17. NON-SOLICITATION OF SUPPLIER EMPLOYEES:** SUPPLIER personnel are valuable resources for SUPPLIER and SUPPLIER will be harmed if a CUSTOMER hires SUPPLIER personnel to provide, without limitation, maintenance or installation services or services, or both, for the CUSTOMER. Therefore, CUSTOMER will not knowingly solicit the hiring or hire a SUPPLIER employee, as an employee, agent, or independent contractor, during the term of this Agreement and for two (2) years after the expiration of the term. Should CUSTOMER violate this provision, then CUSTOMER is liable to SUPPLIER in the amount of Fifty Thousand U.S. Dollars (\$50,000.00), as a non-exclusive remedy, and that sum is a reasonable forecast of the loss to SUPPLIER and because such loss, including the need for a substitute performance, is difficult to estimate accurately.

**18. ASSIGNMENT - SUCCESSORS AND ASSIGNEES:** WITHIN THIS AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

**19. SEVERABILITY:** In the event that any term and/or condition is held to be illegal, invalid, or unenforceable, then such term and/or condition shall be deemed to be separable from the remaining terms and conditions of this Agreement and such remaining terms and conditions shall remain in full force and effect as legal, valid, and enforceable terms and conditions.

**20. SUBSEQUENT ALTERATIONS:** No change, modification, alteration or rescission of this Agreement shall be valid unless it is made in writing, and signed by the Parties, and no course of dealing or performance between the Parties, and no usage of trade, shall be construed to alter the terms hereof.

**21. INTEGRATED AGREEMENT:** This Agreement constitutes the entire, final, complete and fully integrated Agreement of the Parties relating to its stated matter and shall supersede and supplant the terms and conditions of any quotations, proposals, negotiations, representations, promises, acknowledgments, notices or other alleged understandings, written or oral. To the extent that any terms and conditions set forth in any purchase order issued in connection with performance under this Agreement are inconsistent with this Agreement or any of its Exhibits (Proposals), this Agreement and its Exhibits (Proposals) shall control.

**22. SURVIVAL CLAUSE:** ARTICLES 4, 6, 7, 13, 14, 15, 16, 18, 19, and 22 shall survive cancellation of this Agreement for a period of seven (7) years. Article 17 shall have a two (2) year survival period. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

# Northern District of Georgia Claims Register

14-42863-pwb Hutcheson Medical Center, Inc.

**Judge:** Paul W. Bonapfel      **Chapter:** 11  
**Office:** Rome      **Last Date to file claims:**  
**Trustee:**      **Last Date to file (Govt):**

<b>Creditor:</b> (18673582)	<b>Claim No:</b> 16	<b>Status:</b>
Continuant Inc	Original Filed	Filed by: CR
5050 20th St E	Date: 12/08/2014	Entered by: mrr
Fife WA 98424	Original Entered	Modified:
	Date: 12/08/2014	

Amount claimed: \$19933.85

**History:**

<b>Details</b>	<b>16-1</b>	12/08/2014 Claim #16 filed by Continuant Inc, Amount claimed: \$19933.85 (mrr)
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**Description:**

**Remarks:**

## Claims Register Summary

**Case Name:** Hutcheson Medical Center, Inc.  
**Case Number:** 14-42863-pwb  
**Chapter:** 11  
**Date Filed:** 11/20/2014  
**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$19933.85
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		