

Alex

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

PROOF OF CLAIM  
WWR# 7343321

Name of Debtor:  
**ON-SITE SOURCING, INC.**

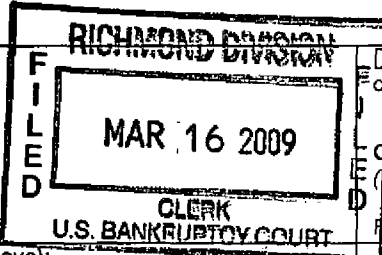
Case Number:  
**09-10816-RGM**

NOTE: This form should not be used to make a claim for administrative expenses arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom Debtor owes money or property):  
**CIT TECHNOLOGY FINANCING SERVICES, INC.**

*misdirected*

Name and addresses where notices should be sent:  
**WELTMAN, WEINBERG & REIS, CO.**  
175 S. THIRD ST., SUITE 900  
COLUMBUS, OHIO 43215  
Telephone number:  
(614) 228-7272 (WWR)



Check this box to indicate that this claim amends a previously filed claim.  
Court Claim Number: \_\_\_\_\_  
(if known)  
Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above):  
**CIT TECHNOLOGY FINANCING SERVICES, INC.**  
10201 CENTURION PKWY N. #100  
JACKSONVILLE, FL 32256  
Telephone number:  
(904) 620-7635

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  
 Check this box if you are the debtor or trustee in this case.

1. Amount Of Claim At Time Case Filed: **\$41,040.67**  
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  
If all or part of your claim is entitled to priority, complete item 5.  
 Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  
Specify the priority of the claim.  
 Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  
 Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).  
 Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).  
 Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).  
 Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).  
Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(\_\_\_\_).

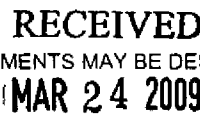
2. Basis for Claim: OTHER: MISCELLANEOUS LEASED EQUIPMENT  
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: **0000**  
3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)  
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  
Nature of property or right of setoff:  Real Estate  Motor Vehicle  Other  
Describe:  
Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %  
Amount of arrearage and other charges as of time case filed included in secured claim,  
if any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_  
Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)  
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.



Amount entitled to priority:  
\$ \_\_\_\_\_  
\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date:  
March 5, 2009

Signature: The person filing this claim must sign it. Sign in your name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

**Weltman, Weinberg & Reis Co., L.P.A.**  
175 South Third Street, #900  
Columbus, Ohio 43215 (614) 857-4332

Attorney for Creditor  
*[Signature]*  
/s/ Brian D. Wood, Esq.

For Court Use Only  
*22em*

Lease Number: XXX-XXXXXX0-000  
 Lease Name: On Site Sourcing, Inc.  
 PG:  
 Time on Books: 646  
 Number of Leases: 11

<b>Gross Contract Amount</b>	\$83,296.32		
Booked Residual	\$14,729.80		
Payments Made	\$64,172.12		
<b>Remaining Payments</b>	<b>\$33,854.00</b>		
Plus Use Taxes	\$1,692.70	Tax Percent	5.00%
Plus Late Fees	\$2,432.58		
Plus Insurance Fees	\$308.00		
Plus APS/NSF/DOC Fees	\$52.00		
Plus Property Taxes	\$4,394.09		
Plus Other Fees			
PrePaid Maintenance			
<b>Placement Balance</b>	<b>\$41,040.67</b>		



MASTER LEASE AGREEMENT # 216994 DATED: 03/22/2007

DEAR CUSTOMER: This Master Lease Agreement ("Master Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words You, Your and Lessee mean you, our customer. The words We, Us, Our and the Lessor, mean INSIGHT DIRECT USA, INC. dba Insight Global Finance.

- 1. EQUIPMENT LEASED: We agree to lease to you and you agree to lease from us the equipment ("Equipment") identified in the equipment schedules ("Schedule") executed from time to time in accordance with this Master Lease. Each Schedule shall incorporate the terms and conditions of this Master Lease, and shall include such other terms as we may from time to time mutually agree upon in writing. Each Schedule is a separate and assignable lease, independent of all other Schedules. In the event of a conflict between this Master Lease and the provisions of a Schedule, the provisions of the Schedule shall control. The term "Lease" when used herein shall mean each Schedule and this Master Lease. You shall inspect the Equipment immediately upon your receipt of the Equipment. The Equipment shall be deemed irrevocably accepted by you on the earlier of (a) 10 days after your receipt thereof unless you notify us of your non-acceptance within such 10 day period, or (b) delivery to us of a signed Delivery and Acceptance Certificate ("Acceptance Date").
2. TERM AND RENT: This Master Lease shall commence on the date set forth above and shall continue in effect so long as any Schedule remains in effect. You agree that this Lease is a net lease, which may not be terminated or cancelled; that you have an unconditional obligation to make all payments due under the Lease according to the terms set forth in the Schedule, and that you cannot withhold, set off or reduce such payments for any reason. You authorize us to adjust the lease payment by not more than 20% if the actual total cash price for the Equipment differs from the estimated total cash price. The first payment under each Schedule for which you have accepted the Equipment will be due 30 days from the date of delivery thereof to you ("Payment Commencement Date) In addition to the scheduled payments under a Schedule, you shall pay daily interim rent, on all Equipment accepted under a Schedule, due and payable monthly in advance, for the period from the Acceptance Date to and including the day immediately preceding the Payment Commencement Date. The daily interim rent will be calculated on a 360 day year and will be a prorated amount of your normal Monthly Payment.
3. SUPPLY CONTRACT: If you have entered into any purchase or supply contract ("Supply Contract") with any supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you.
4. ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may sell, assign or transfer all or any part of this Lease and/or the Equipment without notifying you. The new owner will have the same rights that we have, but not our obligations. You agree you will not assert against the new owner any claims, defenses or set-offs that you may have against the supplier.
5. NO WARRANTIES: We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. We transfer to you for the term of this Lease any warranties made by the manufacturer or supplier under a Supply Contract. You agree that you will not assert against us any claim or defense that you have against the supplier.
6. LESSEE REPRESENTATIONS AND WARRANTIES. You represent and warrant that the Lease was duly authorized and properly executed by you and you have legal capacity to enter into the Lease.
7. EQUIPMENT LOCATION; USE AND REPAIR; RETURN: We are the owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances. You will keep and use the Equipment only at the address set forth in the Schedule. You may not move the Equipment without our prior written consent. At your own cost, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All permitted alterations, additions and replacements will become our property at no cost to us. We may inspect the Equipment during normal business hours. (CONTINUED ON NEXT PAGE)

ACCEPTANCE

THIS LEASE MAY NOT BE CANCELED

(LESSEE) On-site Sourcing, Inc.

By: X Michael Emery VP, Finance
Authorized Signer Title
Print Name Michael Emery Date: 3/22/07
Address: 2011 Crystal Drive Sk. 200
Arlington, VA 22202

(LESSOR) INSIGHT DIRECT USA, INC. dba Insight Global Finance

By: [Signature] VP ATTORNEY IN FACT
Date: 3/22/07

When you purchase the Equipment at the end of this Lease, you will immediately deliver the Equipment to the party and location directed by us in as good condition as when you received it, except for ordinary wear and tear. You will pay all shipping and other expenses, and you will insure the Equipment for its full replacement value during shipping.

**8. TAXES:** You agree to pay when due or reimburse us for all taxes, fines, and penalties relating to the use or ownership of the Equipment or to this Lease, now or hereafter imposed, or assessed by any state, federal or local government or agency. To the extent you are legally permitted to do so, you agree to file all required tax returns and reports concerning the Equipment with all appropriate governmental agencies and, within 45 days after the due date of such filing, to send us evidence of such filing in a form satisfactory to us. Where legally permitted to do so, you will file such report showing yourself for tax purposes as the owner of the Equipment. We do not have to contest any taxes, fines or penalties. You will not take (or fail to take) any action which we determine will result in the loss or disallowance of all or any portion of the maximum accelerated cost recovery deductions permitted to us by the Internal Revenue Code of 1986, as amended. You will indemnify us for any loss in our after tax economic yields caused by your acts or failure to act.

**9. LOSS OR DAMAGE; INSURANCE:** You are responsible for any loss, theft, destruction or damage to, the Equipment (collectively "Loss") from any cause, whether or not insured, until the Equipment is delivered to us at the end of this Lease. You are required to make all lease payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 13 below. You agree to keep the Equipment insured for its full replacement value against any type of Loss, and name us as loss payee until the Lease is paid in full. You also agree to obtain a general public liability insurance policy, and include us as an additional insured on the policy. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment from an insurer of our choice. We may add the costs of acquiring such insurance and our fees for our services in placing and maintaining such insurance (collectively "Insurance Charge") to the amounts due from you under this Lease. You will pay the Insurance Charge to us upon demand.

**10. LATE CHARGES; SECURITY DEPOSIT:** If any payment is not made within 10 days after its due date, you agree to pay a late charge at the rate of seven percent (7%) of such late payment and each month thereafter, a finance charge of one and one-half percent (1.5%) on any unpaid delinquent balance, but in no event greater than the maximum rate allowable under applicable law. Any Security Deposit under this Lease will either be returned to you or used to offset any unpaid charges at the end of the Lease provided that you have met all obligations under the Lease.

**11. SECURITY INTEREST:** In the event this transaction is deemed to create a security interest, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. You appoint us or our agent as attorney in fact to execute, deliver and record financing statements on your behalf to perfect our interest in the Equipment.

**12. DEFAULT:** Each of the following is a "Default" under this Lease: (a) you fail to pay any lease payment or any other payment when due, (b) you fail to perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates, and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, you fail to pay your debts as they mature, you assign your assets for the benefit of your creditors, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.

**13. REMEDIES:** If a Default occurs, we may do one or more of the following: (a) cancel or terminate this Lease or any or all other agreements that we have entered into with you; (b) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all amounts then due under this Lease plus, (ii) all unpaid lease payments for the remainder of the term plus our anticipated residual interest in the Equipment each discounted to present value at the rate of 6% per annum; (c) deliver the Equipment to us as set forth in Section 6; (d) peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees and costs. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds. All our remedies are cumulative, are in addition to any other remedies provided for by law and may be exercised either concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right, other or future rights or to modify the terms of this Lease.

I have received and reviewed this page and I certify that each of the provisions set forth is clear and legible. (Page 2 of 3)  
Customer's initials *[Signature]*

**14. FINANCE LEASE STATUS:** You agree that if Article 2A - Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

**15. PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you may have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the purchase option price shown in the Schedule, plus any applicable taxes. Unless the purchase option price is \$1.00, you must give us at least 60 days written notice before the end of the original term that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment to us in accordance with the terms of this Lease, this Lease will automatically renew for successive one month terms until you deliver the Equipment to us. During such renewal term(s) the lease payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value will be determined at your expense by an independent appraiser selected by us. Upon payment of the purchase option price, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS" without any representation or warranty whatsoever, and this Lease will terminate.

**16. INDEMNIFICATION.** You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties, claims, suits and actions (collectively "Claims") caused by or related to the manufacture, installation, ownership, use, lease, possession, or delivery of the Equipment or any defects in the Equipment and (b) all costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us, at your own cost and expense, against any Claims. You agree that your obligations under this Section 16 shall survive the termination of this Lease.

**17. SOFTWARE:** The Equipment may include certain software ("Software") which we do not own. Where required by the Software owner, you agree to execute a separate license agreement with the owner for the use of the Software ("License Agreement"). The License Agreement shall be separate and distinct from this Lease, and we are not a party to such agreement and do not have any obligations under the License Agreement. Except as expressly modified by this Section 17, all the terms and conditions of this Lease shall apply to the Software including, without limitation, Section 5. Upon expiration or earlier termination of this Lease, we have no obligation to return the Software and/or any data stored therein to you or any other party.

**18. FAX EXECUTION:** A fax version of this Lease when received by us shall be binding on you for all purposes as if originally signed. However, the Lease shall only become effective and binding against us when originally signed by us in our corporate office. You agree that the only version of the Lease that is the original for all purposes is the version containing your fax signature and our original signature. If you elect to sign and transmit a Lease by fax, you waive notice of our acceptance of this Lease and receipt of a copy of the originally signed Lease.

**19. MISCELLANEOUS:** (a) **Choice of Law.** This Lease shall be governed by the laws of the State of New Jersey -- (without regard to the conflict of laws principles of such state). (b) **Jurisdiction.** You consent to the jurisdiction of any local, state or federal court located within the State of New Jersey. (c) **Jury Trial.** **YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE.** (d) **Entire Agreement.** The Lease constitutes the entire agreement between you and us and supercedes all prior agreements. (e) **Enforceability.** If any provision of this Lease is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective. (f) **Amendment.** This Lease may not be modified or amended except by a writing signed by you and us. You agree however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. (g) **Notice.** All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. (h) **Usury.** It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any excess payment will be applied to the lease payments in inverse order of maturity, and any remaining excess will be refunded to you. (i) **Prepayment.** In the event this transaction is intended or deemed to create a security interest, rather than a true lease, prepayment or early termination is not permitted except at such time and on such terms and conditions as Lessor may agree.

I have received and reviewed this page and I certify that each of the provisions set forth is clear and legible. (Page 3 of 3)  
Customer's initials

**Please remit to:**

INSIGHT  
P.O. BOX 78825  
PHOENIX, AZ 85062-8825  
F.E.I.N. 36-3948996

**Bill To:** 902518

Company  
INSIGHT GLOBAL FINANCE  
KELLY SAFFO (C2-1416)  
910 WEST CARVER  
Tempe AZ 85284

**Ship To:** 638292

Company  
ON-SITE SOURCING INC  
Suite 200  
2011 Crystal Drive  
Arlington VA 22202

<b>Invoice</b>		<i>Reprint</i>
Invoice Number	201550317	
Date	03/23/2007	
P/O Number	486101	
Sales Order No.	9296451	
Payer Number	969301	
Account Clerk	J BAKER	
Sales Rep No.	6840	
AMOS HAGEGE		
		Page 1 / 1

**Conditions**

Terms of payment: IGF Lease Net 30  
Ship Via: SERVICE LEVEL SHIPPING /

Currency USD

Material	Description	Qty	Price	Ext. Price
CS-MARS-100E-K9 Serial #: 274-3853-03S	PN-MARS 100E 3RU APPLIANCE 3,	1	32800.00	32800.00
Subtotal				32,800.00
Ttl Freight Chg				37.59
Total amount due				32,837.59

THANK YOU FOR YOUR ORDER.

FOR SALES CALL: 800-467-4448  
FOR CLIENT SERVICE CALL: 800-827-6100  
FOR BILLING QUESTIONS CALL: 800-467-4448  
FOR TECHNICAL SUPPORT CALL: 800-467-4448

The Terms and Conditions and Return Policy and Procedures set forth on [www.insight.com/policies](http://www.insight.com/policies) are specifically incorporated herein.

**Please remit to:**

INSIGHT  
P.O. BOX 78825  
PHOENIX, AZ 85062-8825  
F.E.I.N. 36-3948996

**Bill To:** 902518

Company  
INSIGHT GLOBAL FINANCE  
KELLY SAFFO (C2-1416)  
910 WEST CARVER  
Tempe AZ 85284

**Ship To:** 638292

Company  
ON-SITE SOURCING INC  
Suite 200  
2011 Crystal Drive  
Arlington VA 22202

<b>Invoice</b>		<i>Reprint</i>
Invoice Number	201668401	
Date	04/18/2007	
P/O Number	486101	
Sales Order No.	9296451	
Payer Number	969301	
Account Clerk	J BAKER	
Sales Rep No.	6840	
AMOS HAGEGE		
		Page 1 / 1

**Conditions**

Terms of payment: IGF Lease Net 30  
Ship Via: SERVICE LEVEL SHIPPING /

**Currency USD**

Material	Description	Qty	Price	Ext. Price
NAC3350-1500FB-K9	NAC APPLIANCE 3350 SERVER FAI	1	37700.00	37700.00
Subtotal				37,700.00
Ttl Freight Chg				9.75
Total amount due				37,709.75

**THANK YOU FOR YOUR ORDER.**

FOR SALES CALL: 800-467-4448  
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**Please remit to:**

INSIGHT  
P.O. BOX 78825  
PHOENIX, AZ 85062-8825  
F.E.I.N. 36-3948996

**Bill To:** 902518

Company  
INSIGHT GLOBAL FINANCE  
KELLY SAFFO (C2-1416)  
910 WEST CARVER  
Tempe AZ 85284

**Ship To:** 638292

Company  
ON-SITE SOURCING INC  
Suite 200  
2011 Crystal Drive  
Arlington VA 22202

<b>Invoice</b>		<i>Reprint</i>
Invoice Number	201705810	
Date	04/26/2007	
P/O Number	486101	
Sales Order No.	9296451	
Payer Number	969301	
Account Clerk	J BAKER	
Sales Rep No.	6840	
AMOS HAGEGE		
		Page 1 / 1

**Conditions**

Terms of payment: IGF Lease Net 30  
Ship Via: SERVICE LEVEL SHIPPING /

Currency USD

Material	Description	Qty	Price	Ext. Price
NACMGR-20-K9	NAC APPLIANCE 3350 MANAGER -M	1	13621.00	13621.00
Subtotal				13,621.00
Ttl Freight Chg				1.95
Total amount due				13,622.95

THANK YOU FOR YOUR ORDER.  
FOR SALES CALL: 800-467-4448  
FOR CLIENT SERVICE CALL: 800-827-8100  
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