

# De Lage Landen Public Finance LLC

1111 Old Eagle School Road  
Wayne, PA 19087

## State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220  
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name <b>NORTON CITY SCHOOL DISTRICT</b>	Phone Number <b>330-825-0863</b>		
	DBA Name (if any)	Purchase Order Requisition Number		
	Billing Address <b>4128 CLEVELAND MASSILLON RD</b>	City <b>NORTON</b>	State <b>OH</b>	Zip <b>44203</b>

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				<b>SEE ATTACHMENT 2 - EQUIPMENT DESCRIPTION</b>
	Equipment Location (if not same as above)	City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments <b>60</b>	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) <b>60</b>	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____
		End of Lease Option: \$1

**BANK QUALIFICATION**

By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.

☐ Bank Qualification Elected

### TERMS & CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

**1. LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

**2. TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

**3. LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

**4. CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

**5. NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.

**6. WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

**7. DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	Lessor Signature	Date
	The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	Print Name	
	Signature _____ Date _____	Title	
	Title _____	For	<b>DE LAGE LANDEN PUBLIC FINANCE LLC</b>
	Print Name _____	Lease Number	<b>500-50610830</b>
Legal Name of Corporation <b>NORTON CITY SCHOOL DISTRICT</b>	Lease Date	<b>APRIL 11</b> , 2024	Vendor I.D. Number <b>103092-0022</b>
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)			

CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

**8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

**9. MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

**10. ASSIGNMENT.** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

**11. LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

**12. LESSEE'S NEGLIGENCE.** To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.

**13. TAXES.** YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**14. INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

**15. DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

**16. REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**17. PURCHASE OPTION.** Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

**18. REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

**19. UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

#### 20. "INTENTIONALLY OMITTED"

**21. TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

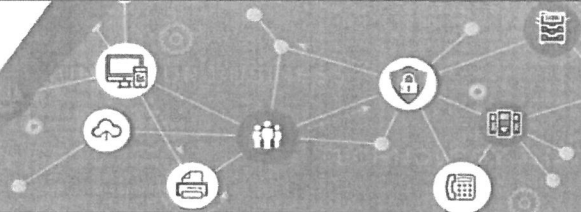
**22. BANK QUALIFICATION.** If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**23. CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

**24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

**25. ROLE OF LESSOR.** WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

**26. ELECTRONIC TRANSACTIONS.** WE, in our sole discretion, may permit YOU to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, which YOU must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, YOU hereby represent and agree (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including YOUR signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to US, promptly on request, such document bearing YOUR original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing YOUR original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Lease, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.



## Maintenance Agreement

## Equipment

CUSTOMER (hereinafter referred to as "You" or "Your")

DATE: 4/11/2024

FULL LEGAL NAME

**Norton City School District**

INSTALL ADDRESS

City, State and Zip

County

**4128 S Cleveland Mass Rd**

**NORTON**

**OH**

**44203**

**SUMMIT**

METER COLLECTION SOFTWARE CONTACT

EMAIL ADDRESS

PHONE NUMBER

BILL TO ADDRESS (If different from above)

City, State and Zip

County

**4128 S Cleveland Mass Rd**

**NORTON**

**OH**

**44203**

**SUMMIT**

### Agreement Summary:

See Appendix B

NO

Sales Rep:

**Rachel Simon**

Device Make/Model#	Monthly Service Base Amount	Install Location *if different from above	Monthly Image Allowance		Contract Usage Per Image Charge	
			MONO	COLOR	MONO	COLOR
A3 Standard 3+ Units-Install	\$1,107.81		416,667	2,083	\$0.0024	\$0.0240
					\$0.0000	\$0.0000
					\$0.0000	\$0.0000
					\$0.0000	\$0.0000
					\$0.0000	\$0.0000
					\$0.0000	\$0.0000
Total Consolidated Monthly Image Allowance Base			416,667	2,083		

### Agreement Options

Included: All Travel, Parts and Labor (including drums, PM kits, toner and developer), Access to the Smart Center.

Base Billing Frequency

Monthly

Not Included: Paper, Staples, Exterior Plastic, and Glass

Usage Billing Frequency

Quarterly

\*\*Installation of meter collection software is required for all print devices as specified in the full terms and conditions. Failure to provide access to monitoring software, will result in a \$20 monthly admin fee per device for manual meter collection. DCA option declined-please understand that all service, supplies and meter reads will be a manual process requiring input from you the customer.

Mono & Color will bill usage in the same Frequency

Contract Term

Lease

\*\*Base Charges are billed in Advance and Overage are billed in Arrears.

Monitoring Software

Yes/\$0

\*\*Billing payment period is monthly unless otherwise indicated.

Electronic Invoicing

Yes

### Special Provisions:

MAIN COPIER FLEET

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, THE REVERSE SIDE, ATTACHED EQUIPMENT LIST, ANY APPLICABLE ADDENDUMS, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

CUSTOMER: (As Stated Above)

By: X

Authorized Signature

Print Name

Title:

Date:



## Maintenance Terms & Conditions

### GENERAL TERMS

- Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" fields above, and "we," "us" and "our" mean Visual Edge IT. "Device(s)" means the items identified in "Equipment" above and in any attached Equipment Schedules, or future Addendums. "Base" rates refer to static monthly charges for service. "Allowance" means the number of copies included in the Base charge. "Usage Per Image Charge" means the applicable prints or copies made in excess of any stated allowance.
- Payments and Late Payments.** You agree to pay us the full amount due for all Base charges, Usage charges, and billable service supply freight fees or supply charges by the due date listed on the invoice. If any amount payable to us is not paid when due, you will be subject to interruption of covered services and a late charge up to three (3) percent of the overdue balance. Billing disputes must be submitted to us no later than the due date listed on the invoice to avoid late charges or service interruption. ACH or Credit Card draft payment method may be required for certain coverage plans or contract terms.
- Renewal.** We may annually increase both the Base rate and Overage rates by amounts determined at our discretion, but not to exceed 15% of the then current payment and/or rate in each year.
- Term.** The term of this agreement will be based on the length selected above or based on the length of active lease agreements, whichever is longer. Minimum term requirements may vary based on equipment lease agreements and selected coverage plans. Commencement date and coverage will begin on the date of new equipment installation or ten (business days) from the date of confirmed monitored status, whichever is later.
- Covered Equipment.** Services selected above will be provided to those devices listed under Equipment.
- Cancellation Notice.** We maintain responsibility covered under customer selected services for the full term of this agreement until either party provides written notice of cancellation with 60-days' notice. If your agreement term is based on an active equipment lease agreement, all lease terms and conditions must be met before cancellation requests are accepted. If we elect to cancel this agreement, written notice will be sent to the contact and address listed above.
- Liability.** The parties agree that we will not be liable for any consequential damages of any nature caused to the business or property of Owner of Equipment ("Company") by any failure, defect, or malfunction of equipment to be maintained by us.
- WARRANTY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, WE WARRANT (A) THAT ALL PERSONNEL PERFORMING SERVICES HEREUNDER BY OR ON BEHALF OF US WILL HAVE APPROPRIATE TRAINING AND EXPERIENCE AND (B) ALL EQUIPMENT IS IN ACCORDANCE WITH INDUSTRY STANDARDS, AND ALL SUPPLIES AND MATERIALS ARE OF GOOD QUALITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING (AND WITHOUT LIMITING ANY OBLIGATION OF US TO MAKE REPAIRS UNDER THIS AGREEMENT), YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN NO EVENT SHALL ANY MANUFACTURER'S WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, BE DEEMED GIVEN BY OR OTHERWISE TRANSFERRED OR APPLIED TO US.
- EQUIPMENT WARRANTY DISCLAIMER.** WE HAVE MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS AND SERVICES BEING PROVIDED THAT HAS BECOME ANY BASIS OF THIS BARGAIN. FURTHER, WE HAVE MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS OR SERVICES BEING PROVIDED THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. WE DISCLAIM ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS OR SERVICES PROVIDED BY THIS AGREEMENT. WE DISCLAIM ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSES WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT. COMPANY AGREES THAT WE SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM AN ALLEGED BREACH OF THIS AGREEMENT BEYOND THE COST OF ONE YEARS SERVICE AND MAINTENANCE UNDER THIS AGREEMENT.
- GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION.** THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO. YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT LOCATED IN STARK COUNTY OHIO. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

### BREAK/FIX SERVICE TERMS

- We agree to maintain all equipment listed, in a normal operating condition. All costs for Labor, Parts, Travel and Service will be borne by us, subject to the terms of this agreement and based on specific plan options selected. Non-covered charges for labor, parts, or travel will be billed at the then current rates.
- All necessary parts will be replaced, at no additional cost, provided the cost of those parts does not exceed the total value of the equipment. If the cost of necessary parts exceeds the total value of the equipment, we will notify you with suggested replacement options. Replacement cost is your responsibility. If the replacement is purchased from us, a trade-in credit may be offered toward the cost of a new device.
- We will not be responsible for maintenance in the event of: Damage caused by Accident, Misuse, Act of God, Line Voltage Problems, Neglect or Failure To Follow Factory Operating Instructions, or if maintenance or repairs are performed by anyone other than our personnel. It also ceases if competitive supplies are used, or if the damage occurs as a result of your abuse or improper handling of the device or supplies.
- All equipment will be serviced upon your request, during our normal business hours (8 a.m. to 5 p.m. local time, except weekends and VETIT holidays). Request for service outside our normal business hours will be provided on a best effort basis and, if available, will be billed at overtime rates plus travel.
- We, at our discretion, may authorize our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Devices. Devices located outside our local service areas will require subcontractor coverage for any onsite service needed.

### TONER AND SUPPLY TERMS

- Toner and ink consumables, will be borne by us for all devices covered by this agreement and actively reporting through the Monitoring Software. We agree to supply you with all toner and ink consumables required to operate the Devices. We agree to provide auto supply replenishment for those devices using Monitoring Software. You must purchase staples and paper separately.
- All toner and ink consumables provided as a part of this agreement in the standard course of business or as Safety Stock shall at all times remain our property. You may use the toner and ink consumables pursuant to the terms of this Agreement, but you shall not have any ownership rights in or to the toner or ink consumables. You shall promptly return to us all unused items supplied by us under this agreement. You shall not be charged for any toner or ink consumables in use upon the expiration or termination of this Agreement. Any items not returned shall be billed by us to you at the then current cartridge retail purchase price.
- Auto supply replenishment is scheduled based on individual device performance, coverage, and usage, and may vary. Waste Toner Containers are not available for auto shipment. Other certain items may not be eligible for auto shipment based on device model and supply item type. Covered items not eligible for auto shipment will be provided at no additional cost, but must be requested by you as needed to allow for standard shipping time. Additional requests for toner and ink consumables will be subject to approval based on current usage and shipment history. Any customer request for additional items will be considered Safety Stock unless otherwise approved. Flat rate overnight shipping amounts can be quoted at the time of order.
- Cost-per-image and cartridge pricing is based on an industry-standard 5% page coverage model. Toner and ink consumables ordered or requested based on excessive page coverage may be subject to a mid-term cost-per-image escalation or billing for additional cartridges.
- Any defective toner or ink consumable items provided to you by us must be reported and returned to us within 30 days of receiving a replacement item. If defective item is not returned, the replacement item may be billed at then current retail price. Standard shipping for defective items and replacements will be covered by us.

### METER READING REQUIREMENTS

Monthly meter readings are required for each covered device.

- Meter collection. Those devices reporting through Monitoring Software will be collected by us. Devices not reporting for any reason will require your submission until monitoring is restored.
- Estimated Meters. Estimated meters are based on historical volume usage. If historical volume usage is unavailable, a minimum estimation of 50 mono impressions will be applied. If estimated meters are issued for three (3) consecutive billing cycles, you may become subject to invoicing monthly data collection fees and prevailing hourly billable rate for labor and travel to collect accurate meter readings.
- Meter Adjustments. Any billing issued based on estimated meters are not eligible for billing adjustments, but will not be responsible for additional overage charges until current meters exceed billed meters. Additional estimations will cease until such time that the current meters exceed previously billed estimates, as long as accurate meters are being submitted monthly.

### MONITORING SOFTWARE

Monitoring Software is involved, You grant Permission to Install and Maintain.

- Customer Refusal or Non-Response. Customers refusing these Monitoring Software terms or not-responding to our requests for installations or updates may disqualify printing devices from certain coverage, delay existing services, or become subject to invoicing monthly data collection fees and prevailing hourly billable rate for labor to collect meter readings.
- Device Changes. You agree to notify us in writing of any contact person or location changes regarding covered devices. You assume responsibility for estimated meter readings, delayed service and supply fulfillment in the case of device changes not reported.

### ANALYST CONSULTING & SMART CENTER ANALYST SERVICES

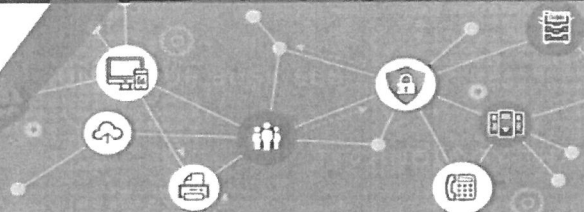
- If Analyst Consulting services are included in the purchase of a printing device from us, our trained and certified employees will work with your IT personnel (if applicable) to setup all covered equipment and software, according to machine configuration, following equipment delivery for the first ninety (90) days following installation. Following the completion of those 90 days or in the case that Analyst services were not included in the Purchase Agreement, you will be responsible to complete the work yourselves or agree to pay us to provide the work at standard billable rates.
- Smart Center Analyst Services are considered separate and apart from Break/Fix technical services

By: X

Authorized Initials

Date:





# Maintenance Agreement

# Equipment

CUSTOMER (hereinafter referred to as "You" or "Your") DATE: 4/11/2024

FULL LEGAL NAME

**Norton City School District**

INSTALL ADDRESS

City, State and Zip

County

**4128 S Cleveland Mass Rd**

**NORTON**

**OH**

**44203**

**SUMMIT**

METER COLLECTION SOFTWARE CONTACT

EMAIL ADDRESS

PHONE NUMBER

BILL TO ADDRESS (If different from above)

City, State and Zip

County

**4128 S Cleveland Mass Rd**

**NORTON**

**OH**

**44203**

**SUMMIT**

## Agreement Summary:

See Appendix B

NO

Sales Rep:

**Rachel Simon**

Device Make/Model#	Monthly Service Base Amount	Install Location *if different from above	Monthly Image Allowance		Contract Usage Per Image Charge	
			MONO	COLOR	MONO	COLOR
PRINTER FLEET MPS	\$216.67		8334	2083	\$0.0140	\$0.0480
					\$0.0000	\$0.0000
					\$0.0000	\$0.0000
					\$0.0000	\$0.0000
					\$0.0000	\$0.0000
					\$0.0000	\$0.0000
Total Consolidated Monthly Image Allowance Base			8,334	2,083		

## Agreement Options

Included: All Travel, Parts and Labor (including drums, PM kits, toner and developer), Access to the Smart Center.

Base Billing Frequency

**Monthly**

**Not Included:** Paper, Staples, Exterior Plastic, and Glass

Usage Billing Frequency

**Quarterly**

*Mono & Color will bill usage in the same Frequency*

\*\*Installation of meter collection software is required for all print devices as specified in the full terms and conditions. Failure to provide access to monitoring software, will result in a \$20 monthly admin fee per device for manual meter collection. DCA option declined-please understand that all service, supplies and meter reads will be a manual process requiring input from you the customer.

Contract Term

**Lease**

\*\*Base Charges are billed in Advance and Overage are billed in Arrears.

Monitoring Software

**Yes/\$0**

\*\*Billing payment period is monthly unless otherwise indicated.

Electronic Invoicing

**Yes**

## Special Provisions:

**MPS SERVICE FOR PRINTER FLEET**

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, THE REVERSE SIDE, ATTACHED EQUIPMENT LIST, ANY APPLICABLE ADDENDUMS, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

**CUSTOMER: (As Stated Above)**

By: **X**

Authorized Signature

Print Name

Title:

Date:

## Maintenance Terms & Conditions

### GENERAL TERMS

- Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" fields above, and "we," "us" and "our" mean Visual Edge IT. "Device(s)" means the items identified in "Equipment" above and in any attached Equipment Schedules, or future Addendums. "Base" rates refer to static monthly charges for service. "Allowance" means the number of copies included in the Base charge. "Usage Per Image Charge" means the applicable prints or copies made in excess of any stated allowance.
- Payments and Late Payments.** You agree to pay us the full amount due for all Base charges, Usage charges, and billable service supply freight fees or supply charges by the due date listed on the invoice. If any amount payable to us is not paid when due, you will be subject to interruption of covered services and a late charge up to three (3) percent of the overdue balance. Billing disputes must be submitted to us no later than the due date listed on the invoice to avoid late charges or service interruption. ACH or Credit Card draft payment method may be required for certain coverage plans or contract terms.
- Renewal.** We may annually increase both the Base rate and Overage rates by amounts determined at our discretion, but not to exceed 15% of the then current payment and/or rate in each year.
- Term.** The term of this agreement will be based on the length selected above or based on the length of active lease agreements, whichever is longer. Minimum term requirements may vary based on equipment lease agreements and selected coverage plans. Commencement date and coverage will begin on the date of new equipment installation or ten (business days) from the date of confirmed monitored status, whichever is later.
- Covered Equipment.** Services selected above will be provided to those devices listed under Equipment.
- Cancellation Notice.** We maintain responsibility covered under customer selected services for the full term of this agreement until either party provides written notice of cancellation with 60-days' notice. If your agreement term is based on an active equipment lease agreement, all lease terms and conditions must be met before cancellation requests are accepted. If we elect to cancel this agreement, written notice will be sent to the contact and address listed above.
- Liability.** The parties agree that we will not be liable for any consequential damages of any nature caused to the business or property of Owner of Equipment ("Company") by any failure, defect, or malfunction of equipment to be maintained by us.
- WARRANTY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, WE WARRANT (A) THAT ALL PERSONNEL PERFORMING SERVICES HEREUNDER BY OR ON BEHALF OF US WILL HAVE APPROPRIATE TRAINING AND EXPERIENCE AND (B) ALL EQUIPMENT IS IN ACCORDANCE WITH INDUSTRY STANDARDS, AND ALL SUPPLIES AND MATERIALS ARE OF GOOD QUALITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING (AND WITHOUT LIMITING ANY OBLIGATION OF US TO MAKE REPAIRS UNDER THIS AGREEMENT), YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN NO EVENT SHALL ANY MANUFACTURER'S WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, BE DEEMED GIVEN BY OR OTHERWISE TRANSFERRED OR APPLIED TO US.
- EQUIPMENT WARRANTY DISCLAIMER.** WE HAVE MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS AND SERVICES BEING PROVIDED THAT HAS BECOME ANY BASIS OF THIS BARGAIN. FURTHER, WE HAVE MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS OR SERVICES BEING PROVIDED THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. WE DISCLAIM ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS OR SERVICES PROVIDED BY THIS AGREEMENT. WE DISCLAIM ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSES WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT. COMPANY AGREES THAT WE SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM AN ALLEGED BREACH OF THIS AGREEMENT BEYOND THE COST OF ONE YEARS SERVICE AND MAINTENANCE UNDER THIS AGREEMENT.
- GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION.** THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO. YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT LOCATED IN STARK COUNTY OHIO. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

### BREAK/FIX SERVICE TERMS

- We agree to maintain all equipment listed, in a normal operating condition. All costs for Labor, Parts, Travel and Service will be borne by us, subject to the terms of this agreement and based on specific plan options selected. Non-covered charges for labor, parts, or travel will be billed at the then current rates.
- All necessary parts will be replaced, at no additional cost, provided the cost of those parts does not exceed the total value of the equipment. If the cost of necessary parts exceeds the total value of the equipment, we will notify you with suggested replacement options. Replacement cost is your responsibility. If the replacement is purchased from us, a trade-in credit may be offered toward the cost of a new device.
- We will not be responsible for maintenance in the event of: Damage caused by Accident, Misuse, Act of God, Line Voltage Problems, Neglect or Failure To Follow Factory Operating Instructions, or if maintenance or repairs are performed by anyone other than our personnel. It also ceases if competitive supplies are used, or if the damage occurs as a result of your abuse or improper handling of the device or supplies.
- All equipment will be serviced upon your request, during our normal business hours (8 a.m. to 5 p.m. local time, except weekends and VETIT holidays). Request for service outside our normal business hours will be provided on a best effort basis and, if available, will be billed at overtime rates plus travel.
- We, at our discretion, may authorize our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Devices. Devices located outside our local service areas will require subcontractor coverage for any onsite service needed.

### TONER AND SUPPLY TERMS

- Toner and ink consumables, will be borne by us for all devices covered by this agreement and actively reporting through the Monitoring Software. We agree to supply you with all toner and ink consumables required to operate the Devices. We agree to provide auto supply replenishment for those devices using Monitoring Software. You must purchase staples and paper separately.
- All toner and ink consumables provided as a part of this agreement in the standard course of business or as Safety Stock shall at all times remain our property. You may use the toner and ink consumables pursuant to the terms of this Agreement, but you shall not have any ownership rights in or to the toner or ink consumables. You shall promptly return to us all unused items supplied by us under this agreement. You shall not be charged for any toner or ink consumables in use upon the expiration or termination of this Agreement. Any items not returned shall be billed by us to you at the then current cartridge retail purchase price.
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Monthly meter readings are required for each covered device.

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Monitoring Software is involved, You grant Permission to Install and Maintain.

- Customer Refusal or Non-Response.** Customers refusing these Monitoring Software terms or not responding to our requests for installations or updates may disqualify printing devices from certain coverage, delay existing services, or become subject to invoicing monthly data collection fees and prevailing hourly billable rate for labor to collect meter readings.
- Device Changes.** You agree to notify us in writing of any contact person or location changes regarding covered devices. You assume responsibility for estimated meter readings, delayed service and supply fulfillment in the case of device changes not reported.

### ANALYST CONSULTING & SMART CENTER ANALYST SERVICES

- If Analyst Consulting services are included in the purchase of a printing device from us, our trained and certified employees will work with your IT personnel (if applicable) to setup all covered equipment and software, according to machine configuration, following equipment delivery for the first ninety (90) days following installation. Following the completion of those 90 days or in the case that Analyst services were not included in the Purchase Agreement, you will be responsible to complete the work yourselves or agree to pay us to provide the work at standard billable rates.
- Smart Center Analyst Services are considered separate and apart from Break/Fix technical services

By: X

Authorized Initials

Date:

*Lease  
Agreement*

APPLICATION NO.

AGREEMENT NO.

**VISUAL EDGE IT LOCATION**

CITY:

STATE:

The words "Lessee," "you" and "your" refer to **Customer**. The words "Lessor," "we," "us" and "our" refer to **Visual Edge IT, Inc.**

**CUSTOMER INFORMATION**

FULL LEGAL NAME

Norton City School District

STREET ADDRESS

4128 S Cleveland Massillon Rd

CITY

NORTON

STATE

OH

ZIP

44203

PHONE

(330) 825-5133

E-MAIL

awagler@nortonschools.org

**QTY EQUIPMENT DESCRIPTION & TERM AND PAYMENT INFORMATION**

MAKE, MODEL NO. & INCLUDED ACCESSORIES

1 PaperCut

EQUIPMENT LOCATION: As stated above

TERM IN MONTHS: 60

PAYMENT\*: \$439.00

The payment ("Payment") period is monthly unless otherwise indicated.

**END OF TERM OPTIONS:** You will have the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

If you are exempt from sales tax, attach your certificate.

\*plus applicable taxes

**THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.**

**LESSOR ACCEPTANCE**

Visual Edge IT, Inc.

LESSOR

SIGNATURE

TITLE

DATED

**CUSTOMER ACCEPTANCE**

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as stated above)

X

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

**TERMS AND CONDITIONS (Continued on Page 2)**

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request, which may include a fee for the administrative fee for collecting and administering any taxes, assessments or fees and remittance of the same to the appropriate authorities. You agree to pay us a yearly processing fee of up to \$125 per asset for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$150 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.



**3. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment and all proceeds thereof to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

**5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against that you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. **You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.**

**7. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

**8. END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is purchased or returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term and upon return of the Equipment or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

**9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

**10. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

**11. WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

**12. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

**13. POSTAGE DEVICES:** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.