



Corporate Headquarters
 2825 Story Road West • Irving • TX 75038
 469.574.0041 • fax 469.574.0039
 www.nevillsolutions.com

SALES ORDER

Your Local Sales Office:
 Corpus Christi 361.882.6482
 Fort Worth 817.595.2255
 Harlingen 956.412.6482
 Laredo 956.753.7212
 McAllen 956.630.2100

Sold to: WEBB COUNTY OF SHERIFF'S OFFICE

Deliver to: WEBB COUNTY OF SHERIFF'S OFFICE

Billing Address 902 VICTORIA ST.

Address 1001 WASHINGTON ST.

City, ST, Zip LAREDO, TEXAS 78040

City, ST, Zip LAREDO, TEXAS 78040

Contact JOE LOPEZ

Contact (for service) ADRIAN CASTANEDA

PH# 956 523-4500 Fax#

PH# 956 523-4500 Fax#

Email joe@webbcountytx.gov

Email aacastaneda@webbcountytx.gov

Meter Contact Email: aacastaneda@webbcountytx.gov AP Contact:

AP Email:

NEVILL Billing Code

NEVILL Shipping Code

Customer Status	Leasing Company	Date of Sale	Customer's PO#	Sales Consultant
<input type="checkbox"/> New <input checked="" type="checkbox"/> Existing	GE			LUPITA L GUTIERREZ
Requested Delivery/Method		Terms	<input type="checkbox"/> Cash <input type="checkbox"/> Lease <input type="checkbox"/> Rental	

Quantity	Item number	MA	Product Description	Unit Price	Extended Price
1			Kyocera TASKalfa 8001i		
			Black & White Multifunctional System		
			80 Pages Per Minute		
			Standard Print/Copy/Color Scan		
			Standard 270 Sheet Dual Scan Processor		
			4,150 Sheet Paper Drawers		
			4K Stapler Finisher w/2-3 Hole Punch		
			Apple AirPrint enabled for Mobile Printing		
<i>Special instructions / Lease Approval Number</i>				Freight	
				Subtotal	
				Sales Tax	
See reverse side for terms and conditions of sale. Signature below indicates agreement of all terms.				TOTAL DUE	

Customer Signature	Title COUNTY JUDGE	Date
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V070115

Date: October 11, 2016

Nevill Document Solutions, LLC, herein after referred to as "NDS" and the following named customer, herein after referred to as "Customer", agree for the maintenance of one or more products as described below, according to the terms and conditions on the reverse, which the customer has read in full: _____ (Initials)

Customer Name Webb County Sheriff's Office (Jail-Booking)

Business Address 902 Victoria St.

City Laredo **State** Texas **Zip** 78040 **Telephone** (956) 523-4500

Customer # _____ **Key Operator** _____ **Meter Contact Email** _____ **Zone** _____

MAINTENANCE COVERAGE: MDS COPIER PRINTER FAX SCANNER

(SELECT SERVICE BELOW)

Nevill Full Service coverage includes labor, parts, drums & supplies (excluding color toner, paper & staples).

Nevill Standard Service coverage includes labor & parts only (excludes drum, fuser, image unit, paper, staples, toner & transfer belts).

MAINTENANCE PLAN: (SELECT ONE)

Annual Agreement * : rate \$ _____ per year. Coverage is for one year from contract Beginning Date.

Annual Time or Usage Contract * : rate \$ _____ per year. Coverage is for one year from contract Beginning Date or _____ prints, whichever occurs first.

Annual Contract with a Rate * of \$.005 per month / quarter. Coverage includes in arrears allowable black & white prints per month / quarter, and overages invoiced in arrears monthly / quarterly at \$ _____ per print. Single sheet scans invoiced in arrears at the rate of \$.002 per print. *all pricing does not include tax

Contract # _____ **Beginning Meter** _____ **Beginning Date** _____

Equipment Make, Model & Description	Serial Number	Equipment ID #
<u>TA-8001i</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

special instructions: _____

Customer Acceptance **Maintenance Agreement Declined Signature:** _____

This Contract, consisting of the terms & conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures. By: Tano Tijerina

Signature: _____ title: County Judge date: _____

Nevill Acceptance

This Contract has no force or effect unless executed by a Service Manager, Service Administrator, or an Officer of the Company. Authorized by: Lupita L. Gutierrez

Signature: _____ title: Sales Manager date: _____

TERMS AND CONDITIONS

1. The initial term of the Contract shall commence on the "Contract Beginning Date" and shall automatically renew for successive terms. NDS reserves the right to increase the rate to the then current rate, up to 10%, unless cancelled as provided below.
2. Cancellation at the end of the initial term or any renewal term may be accomplished by either party by giving written notice of such cancellation to the other party no later than sixty (60) days prior to the expiration date of the term then in effect.
3. In case of "Copier Annual Time or Usage Contract", this contract is based upon anticipated Customer annual usage. The contract will expire upon number of Copies shown on the face or One year, whichever occurs first. Should the number of copies included be exceeded prior to the expiration of each annual period, the contract will renew using the ending meter for the previous contract as the beginning meter for the renewal contract and the beginning date of the renewal contract will be the date of the ending meter of the previous contract.
4. In case of "Copier Annual Contract with a Quarterly Rate", this contract is based upon an annual contract with the base rate invoiced quarterly, including quarterly allowable copies. Should the number of copies metered for the period exceed the allowable copies for the period, Customer agrees to pay an overage charge for each copy in excess of allowable copies. If a current meter reading is not available or made available to NDS by Customer, billing will be based on an estimated volume. Estimate shall be determined by NDS on basis of past Customer usage history.
5. In no case will credits or refunds be made when actual copies metered are less than the contracted usage copies or allowable copies.
6. This Contract covers labor on routine, remedial and preventive maintenance service as well as remedial parts and normal wear and tear on the copier. Emergency service calls will be performed at no extra charge providing such calls are made during normal business hours. Normal business hours are herein defined to mean 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of Holidays. Overtime charges, at NDS's then current rate, will be charged on all service calls made outside normal business hours.
7. Electrical work external to the equipment and equipment line cord is not covered by this Contract.
8. Certain copier models must be installed according to specific requirements in terms of space, electrical and environmental conditions. Installation requirements are defined in Equipment Operator's Manual. At its sole cost and expense, Customer shall ensure that the copier is placed in an area that conforms to these requirements, and is not altered or serviced by other than NDS personnel.
9. Preventative Maintenance inspections will be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. These inspections will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed.
10. The Operator's Manual for each equipment model copier defines specific operator responsibilities. Performance of normal operator functions as described in the Operator's Manual is not included in this Agreement and is subject to additional charges.
11. Customer shall provide a Key operator for each shift of operation, and shall at NDS's request ensure that all operators are instructed by NDS in the use and care of equipment. Customer's Key Operator shall be responsible for notifying NDS when preventative maintenance needs to be performed according to equipment maintenance specifications. Should Customer's Key Operator change, Customer is responsible for immediate notification of NDS of the new Key Operator, for scheduling training at the earliest opportunity.
12. NDS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the technician's use.
13. This contract does not cover service required due to malfunction of parts, attachments, or supplies of non-manufacturer or not approved by NDS. Customer agrees that this Contract does not provide for the replacement of consumable supplies. Installation of paper & toner will be performed without charge if a NDS Service Technician is present for service reasons. If a service call is requested for the mere purpose of installing such consumable supplies, Customer will be charged NDS's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by NDS.
14. Any Customer changes, network setting alternations, or attachments may require a change in maintenance charges set forth herein. NDS also reserves the right to terminate this Contract in the event that it shall determine that such changes, alterations, or attachments make it impractical for NDS to continue servicing the equipment.
15. This Contract will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty of any other natural force or any loss or damage occurring from any other natural force, and any loss or damage occurring from any of the foregoing specifically excluded from this Contract.
16. In the event that any equipment is moved from the location set forth on the reverse side hereof, then at NDS's option the Contract pertaining to the moved equipment may be terminated and/or may be subjected to additional service charge.
17. This Contract is not re-assignable or transferable by Customer.
18. Invoices pursuant to the Contract will be tendered in advance for Annual Time or Usage and Quarterly Base Rates, and in arrears for overage charges and shall be payable within net 10 days. In the event that Customer fails to pay any invoice when due, this Contract shall automatically terminate and Customer shall pay NDS's then current time and materials charges for any services performed.
19. If the customer cancels this Contract in a manner other than set forth in paragraph one 1 a refund, if any, will be given to Customer if the amount paid on the contract is more than the amount of services rendered during the contract term calculated at the then rate for time and materials. Any amounts due the Customer will be applied to any unpaid invoices, with any surplus being refunded within thirty (30) days.
20. NDS shall not be responsible for the delay or failure to furnish maintenance service under this Contract to the extent that NDS was hindered in its performance by any act of nature, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
21. This Contract is the complete agreement between NDS and Customer and supersedes any proposal or prior agreement, verbal or written, and any other communications relating to the subject matter of this Contract. The terms and conditions of the Contract shall supersede any terms and conditions, which may be contained on any, purchase order or other document, which may be issued by Customer.
22. Other than the obligations set forth herein, NDS disclaims all warranties, expressed or implied, which includes any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. NDS shall not be responsible for direct, incidental or consequential damages including but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment.
23. If any provision of this Contract shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Contract and shall not affect the validity and enforceability of the remaining provisions of this Contract.
24. All notices are required to be given under this Contract shall be in writing and sent by United States First Class mail to the parties as indicated on the reverse side.
25. The Laws of the State of Texas govern this Contract. In the event of litigation or other proceedings by NDS to enforce or defend any term or provision of the Contract, Customer agrees to pay all costs and expenses sustained by NDS including, but not limited to court costs and reasonable attorney's fees.



EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
TA-8001i		
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		
Billing Address: 902 Victoria St. Laredo, Texas 78040		
Equipment Location: 1001 Washington St. (Jail/Booking) Laredo, Texas 78040		
SUPPLIER	TRANSACTION TERMS	
NDS Leasing 2825 Story Rd. Irving, TX 75038	Purchase Option: Fair Market Value	
	Lease Payment: \$ <u>415.29</u> (plus applicable taxes)	Term: <u>48</u> (months)
	Billing Period: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually (Monthly if not checked)	
	The following additional payments are due on the date this Lease is signed by you:	
	Advance Payment: \$ <u>-0-</u> (plus applicable taxes)	Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last
	Document Fee: \$75.00 (included on first invoice)	

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

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 PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease (a) through (d) collectively referred to as "Lease Charges". NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately

Continued on Page 2

LESSOR ("We", "Us")	LESSEE ("You")
NDS Leasing	<u>Webb County of Sheriff's Office</u> (Lessee Full Legal Name)
By: X _____	By: X _____
Name: _____	Name: <u>Tano Tijerina</u> Title: <u>County Judge</u>
Title: _____ Date: _____	Date: _____ Federal Tax ID: <u>69-0740826</u>

stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default (or a non-appropriation of funds occurs), or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Lease: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and other representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent, or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.