



## Order Package Acceptance Agreement

**Customer Name/Address:**

VILLAGE OF ORLAND PARK  
14700 S RAVINIA AVE  
ORLAND PARK, IL 60462-3134

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00602364 time stamped 05/24/21 11:43 AM).

This Order Package is governed by the terms and conditions of the Master Agreement contract between Konica Minolta Business Solutions U.S.A., Inc. and SOURCEWELL 083116-KON dated 10/19/2016 terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

**Authorized Customer Representative**

Name: Greg Summers PM OK  
(Please Print)

Signature: [Signature]

Title: Assistant Village Manager PM

Date: 5/24/2021

**KMBS Representative**

Name: Zachary Speaker  
(Please Print)

Signature: [Signature]  
DocuSigned by: A2B81DD9834D412...

Date: 5/24/2021

**KMBS Manager**

Name: Antonette Tobin  
(Please Print)

Signature: [Signature]  
DocuSigned by: 3F72F1F8449044D...

Date: 5/24/2021



## Order Agreement

Check Applicable Box

☐ Purchase

☒ Lease

☐ Other:

<b>INVOICE TO</b> Account #		<b>SOLD TO</b> Account # SO 0000144299		<b>SHIP TO</b> Account #	
Legal Name KONICA MINOLTA PREMIER FINANCE		Legal Name VILLAGE OF ORLAND PARK		Legal Name VILLAGE OF ORLAND PARK	
Attn Line 1		Attn Line 1		Attn Line 1 DAVID BUWICK	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 1310 MADRID ST STE 101		Street Address 14700 S RAVINIA AVE		Street Address 14700 S RAVINIA AVE	
City MARSHALL State MN Zip 56258		City ORLAND PARK State IL Zip 60462-3134		City ORLAND PARK State IL Zip 60462	
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		Tax Exempt # XXX		P.O. Expiration Date	
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)		P.O. #		P.O. Expiration Date	
<b>Payment Terms:</b> SEE LEASE		<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ Contact Name: Phone:		<b>Check #</b> <b>Amount</b>	

**Requested Delivery Date:** SEE ATTACHED

**Maintenance Contract** ☒ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7N011	BIZHUB C650I			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	A87VW12	LU-302 LARGE CAPACITY UNIT			
1	AAV5WY2	PC-216 PAPER FEED CABINET			
1	AAR4WY3	FS-539			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT			
1	RS4270111364000 GEN 2	AU-205H GEN2 MULTI CARD READER W			
1	A0W4WY3	WT-506 WORKING TABLE			
1	7640015657	BIZHUB SECURE			
1	AA7N011	BIZHUB C650I			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED	
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A		
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A		
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)	N/A		
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)	N/A		
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A		
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A		

### ADDITIONAL CHARGES

☐ Network ☐ Removal ☐ Other

Additional Charges

**TOTAL**

(TOTAL is exclusive of applicable taxes)

PICK-UP

**Requested Removal Date:** 05/31/2021

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

COMMENTS





## Maintenance Agreement

### Customer Information

Sold to Acct #:	0000144299	Payer/Bill to Acct #:		Ship to Acct #:	
Name:	VILLAGE OF ORLAND PARK	Name:	VILLAGE OF ORLAND PARK	Name:	VILLAGE OF ORLAND PARK
Attn/Dept:		Attn/Dept:		Attn/Dept:	DAVID BUWICK
Ste/Rm:		Ste/Rm:		Ste/Rm:	
Address:	14700 S RAVINIA AVE	Address:	14700 S RAVINIA AVE	Address:	14700 S RAVINIA AVE
City:	ORLAND PARK	City:	ORLAND PARK	City:	ORLAND PARK
State:	IL	State:	IL	State:	IL
Zip:	60462-3134	Zip:	60462-3134	Zip:	60462
Tax Exempt Customer?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exemption Number:	XXX	Tax Exemption Certificate must be attached when applicable.	
PO Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PO Number:		PO Expiration Date:	
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO		PO Contact:		PO must be attached when applicable.	
Fleet Manager?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Name:	DAVID BUWICK	Email:	DBUWICK@ORLANDPARK.ORG
				Ph:	708 349 4111

### Coverage / Billing Options

#### Coverage Options:

#### MFP

Select Options:

- ☒ Supply Inclusive  
☐ After Hours Service - Requires After Hours Agreement  
☒ Decline Digital Connected Support\*

\* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.

#### Wide Format

Select Options:

- ☐ Toner (Black Only)  
☐ 20lb Bond Roll Paper  
☐ Decline Digital Connected Support\*

#### Billing Options:

Initial Term in Months:

Flat Rate Frequency:

Meter Frequency:

Aggregate Volume:

#### MFP

- ☐ 36 ☒ 48 ☐ 60 ☐ Other \_\_\_\_\_  
☒ Monthly ☐ Quarterly ☐ Annually  
☒ Monthly ☐ Quarterly ☐ Annually  
☐ B/W ☐ Color

#### Wide Format

- ☐ 36 ☐ 48 ☐ 60 ☐ Other \_\_\_\_\_  
☐ Monthly  
☐ Monthly

#### All Devices

Effective Date:

Billing Day:

- ☒ On Install ☐ Date: \_\_\_\_\_  
☒ Selected by KMBS ☐ Preferred Day: \_\_\_\_\_ (29th, 30th, and 31st are not an available selection)

Internal Use

### Maintenance Pricing

MA #:

MFP			Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
Item	Model Description	Serial Number	Type					
1	BIZHUB C650I		Color		0.04000			
			B/W		0.00400			
2	BIZHUB C650I		Color		0.04000			
			B/W		0.00400			
3			Color					
			B/W					

☐ Additional Equipment on Schedule B

#### Wide Format

Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						

☐ Additional Equipment on Schedule C

### Comments

CPC COMMENTS -

STAPLES INCLUDED

### For Internal Use

Maintenance: ☐ with Equipment Order ☐ Maintenance Only ☐ Billed by KMBS ☐ Billed by Lease Company ☐ Dealer Serviced  
 Sales Rep Number Sales Rep Name Sales Rep Email Address

Originating: 123556  
 Order Taking: 123556  
 Servicing: 123556

ZACHARY SPEAKER  
 ZACHARY SPEAKER  
 ZACHARY SPEAKER

ZSPEAKER@KMBS.KONICAMINOLTA.US  
 ZSPEAKER@KMBS.KONICAMINOLTA.US  
 ZSPEAKER@KMBS.KONICAMINOLTA.US

Sales District

24405

Processed

☐ Branch ☒ Windsor

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 www.kmbs.konicaminolta.us

Form: 1011-050117-OS



For office use only (Check one): ☐ Branch ☒ Windsor**Premier Lease Agreement**APPLICATION NUMBER  
2786287

AGREEMENT NUMBER

**KONICA MINOLTA**

This Premier Lease Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor**, **we**, **us** and **our**, refer to **Konica Minolta Premier Finance**, a program of **Konica Minolta Business Solutions U.S.A., Inc.**, its subsidiaries and affiliates. (Supplier)

**CUSTOMER INFORMATION**

FULL LEGAL NAME			STREET ADDRESS	
VILLAGE OF ORLAND PARK			14700 S RAVINIA AVE	
CITY	STATE	ZIP	PHONE*	FAX
ORLAND PARK	IL	60462-3134	708 403 6200	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	

CITY	STATE	ZIP	E-MAIL
			GKOCZWARA@ORLANDPARK.ORG

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

**CUSTOMER ONE GUARANTEE**

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or <http://kmb.konicaminolta.us/CustomerOne>

**Make/Model/Accessories** (including Software Description and Supplier / Licensor if applicable)

Serial Number

Start Meter Read(s)

1 - BIZHUB C650I

1 - BIZHUB C650I

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software**TERM AND PAYMENT SCHEDULE**

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
47	47	<input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ 529.57	\$

**END OF LEASE OPTIONS:** You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.  
1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 5 (on reverse).

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.****LESSOR ACCEPTANCE**

Konica Minolta Premier Finance

DocuSigned by:

AVP

5/24/2021

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

**CUSTOMER ACCEPTANCE**

VILLAGE OF ORLAND PARK

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

**CONTINUING GUARANTEE**

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 13 and agree to pay all costs, including attorneys fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

**X**

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

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 is, 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.  
See reverse side for additional terms and conditions

KMPF0001 - US 07/22/20

**1. LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understanding, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by you or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (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. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

**2. RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** 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 Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

**3. OWNERSHIP OF EQUIPMENT:** We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

**4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

**5. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

**6. LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**7. COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

**8. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

**9. TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$100.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

**10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

**11. DEFAULT AND REMEDIES:** If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

**12. UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

**13. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

**14. LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically 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 (including any enforcement action under paragraph 11) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

**15. COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software. b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement. c) You have selected such Software and as per Agreement paragraph 4, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**