



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL LEASE AGREEMENT

Fair Market Value
CFS-1043 (01/17)

CFS' AGREEMENT
NUMBER

CUSTOMER (FULL LEGAL NAME) Madison Alabama City Of		DBA	PHONE (*Customer*) (256) 772-5649	
BILLING ADDRESS 100 Hughes Rd.		CITY Madison	COUNTY Madison	STATE AL
EQUIPMENT ADDRESS		CITY	COUNTY	STATE
See Equipment Schedule				ZIP
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
		Please see attached Schedule	36	\$ 3,439.76
			* Plus Applicable Taxes	
TERM 36 (in months)	PAYMENT FREQUENCY ☒ Monthly ☐ Quarterly ☐ Other: _____		END OF TERM PURCHASE OPTION Fair Market Value	

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED CANON FINANCIAL SERVICES, INC. By: _____ Title: _____ Date: _____	AUTHORIZED CUSTOMER SIGNATURE By: X _____ Title: <u>Mayor</u> Printed Name: <u>Paul Finley</u> Email Address: <u>ape.madison@al.gov</u> By: X _____ Title: _____ Printed Name: _____ Email Address: _____		
To: Canon Financial Services, Inc. ("CFS")			
ACCEPTANCE CERTIFICATE			
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.			
Signature: _____	Printed Name: _____	Title (if any): _____	Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____, [State name or political subdivision or agency] of _____, [State name], with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), under the terms and conditions set forth in this Municipal Lease Agreement ("Agreement").

2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Except as provided herein, Customer has no right to return the Equipment to CFS.

3. **PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment herein by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.

4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

5. **NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. **FISCAL FUNDING:** Customer warrants that it uses funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.

9. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

10. **INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

11. **MAINTENANCE; ALTERATIONS:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

Attest:

Lisa D. Thomas
City Clerk - Treasurer

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as levied by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$65, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the Fair Market Value of the Equipment (as defined herein); plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate all and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUE OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RENEWAL; RETURN: This Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless

this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, or upon termination of the lease of any item of Equipment as described in the Fiscal Funding provision hereof, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give CFS sixty (60) days' prior irrevocable written notice that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement, plus any applicable taxes, expenses, charges and fees. **(B) PRIOR TO MATURITY PURCHASE.** Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates have an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initiated All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

23. UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

27. GOVERNMENT USE: Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation. Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.

28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile, or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.



CANON FINANCIAL SERVICES, INC. ("CFS")
 Rentance address: 14904 Collections Center Drive
 Chicago, Illinois 60663 (800) 220-0200

Equipment Schedule

CFS AGREEMENT
 NUMBER: CFS-1002 (02/17)

This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and Madison Alabama City Of ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
Police (Patrol), 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon IR ADV 6555i III - \$203.36
Police (Admin), 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$212.72
Police (Records), 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon IR ADV 6555i III - \$202.56
Public Works, 240 Palmer Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$162.76
City Clerk, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5580i III - \$210.40
Recreation, 8324 Madison Pike, Madison County, Madison, AL 35758	1		Refurbished Canon C5580i III - \$223.76
Fire Department, 101 Mill Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$175.44
Planning, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5550i III - \$189.29
Finance, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5580i III - \$215.40
Human Resources, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Canon DX C5860i - \$302.60
Mayor, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$162.76
Revenue, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$162.76
Senior Center, 1282 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$175.44
Legal, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5550i III - \$178.56
Building, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$175.44
Court, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon 4535i III - \$106.16
Engineering, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$162.76
Police Investigation, 100 Hughes Rd, Madison County, Madison, AL 35758	1		Refurbished Canon C5535i III - \$175.44

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

ACCEPTED

CANON FINANCIAL SERVICES, INC.

By: _____

Title: _____

Effective Date: _____

AUTHORIZED CUSTOMER SIGNATURE

Customer: _____

By: X _____

Printed Name: _____

Title: _____

Attest: _____

Lisa D. Thomas
 City Clerk - Treasurer

CFS-1002 (02/17)



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60683 (800) 220-0200

Equipment Schedule

CFS AGREEMENT
NUMBER: CFS-1002 (02/17)

This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and Madison Alabama City Of ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
Police (Dispatch), 1570 Old Monrovia Rd. Madison County, Huntsville, AL, 35806	1		Refurbished Canon C256iF III - \$42.16

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

CANON FINANCIAL SERVICES, INC.
By: _____
Title: _____
Effective Date: _____

ACCEPTED
AUTHORIZED CUSTOMER SIGNATURE
Customer: Madison Alabama City Of
By: X _____
Printed Name: Paul Finley
Title: Mayor

Attest: Lisa D. Thomas
City Clerk - Treasurer



CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance address:
 14904 Collections Center Drive
 Chicago, Illinois 60693
 (800) 220-0200 www.cfs.canon.com

**Agreement Addendum
 PERSONAL PROPERTY TAX**

CFS-1123 (08/12)

Agreement
 Number:

Customer: Madison Alabama City Of

This Personal Property Tax Addendum ("Addendum") is made a part of the above mentioned Agreement (whether designated a lease, rental, Master Lease together with any Schedules thereto, or otherwise, the "Agreement"), by and between the above mentioned Customer ("Customer") and Canon Financial Services, Inc. ("CFS") pursuant to which Customer is or shall become the renter or lessee of certain Equipment (as defined in the Agreement). Capitalized terms used herein but not defined will have the same meanings assigned to them in the Agreement.

1. Notwithstanding anything to the contrary contained in the Agreement regarding taxes, fees, and other charges, in consideration of CFS waiving Customer's obligation to reimburse CFS for state and local personal property taxes on the Equipment, Customer agrees to pay CFS the increased monthly payment set forth in the Agreement. Customer remains responsible for all other taxes, fines or penalties relating to the Agreement or the Equipment.

2. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth herein, and in all other respects the Agreement remains in full force and effect.

Customer agrees that CFS may accept a facsimile or other electronically transmitted copies of this Addendum as an original, and that facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

AGREED	AUTHORIZED CUSTOMER SIGNATURE
Canon Financial Services, Inc.	Customer: <u>Madison Alabama City Of</u>
By: _____	By: _____
Printed Name: _____	Printed Name: <u>Paul Finley</u>
Title: _____	Title: <u>Mayor</u>
Date: _____	

Attest: _____

Lisa D. Thomas
City Clerk - Treasurer



The Lioce Group
2950 Drake Avenue
Huntsville, AL 35805

Service Agreement

Date 11/14/2022
Customer #
Representative Adam Hlatt

Bill To	Ship To
City Of Madison 100 Hughes Road Madison, AL 35758	See Location Notes below
Contact: Laurel Rossmeyer	
Meter Contact: IW Remote	
Meter Method: IW Remote	
E-Mail: laurel.rossmeyer@madisonal.gov	
Phone: (256) 772-5836	

Installation and Service Agreement Options

Appropriate categories must be initiated by the client in the box to the left of the option.

Maintenance Type: Monthly

Contract Length (months): 36

Contract Start Date: Install Date

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W				0.0082	Monthly
B/W (LU724)				0.0145	Monthly
Color				0.0587	Monthly
Color (LU724)				0.0944	Monthly
Toner	Included				
Paper	Not Included				
Staples	Not Included				

TLG will bill monthly per copy/print for both Black & White and Color at the rates listed below

Make/Model and (ID#)	Location/Address
Canon C5535i III (LU730)	Police Admin - 100 Hughes Rd, Madison, AL, 35758
Canon 6555i III (LU732)	Police Patrol - 100 Hughes Rd, Madison, AL, 35758
Canon 6555i III (LU734)	Police Records - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU735)	Police Investigation - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU731)	Mayor - 100 Hughes Rd, Madison, AL, 35758
Canon C5580i III (LU745)	Finance - 100 Hughes Rd, Madison, AL, 35758
Canon C5560i III (LU729)	Legal - 100 Hughes Rd, Madison, AL, 35758
Canon 4535i III (LU739)	Court - 100 Hughes Rd, Madison, AL, 35758
Canon C5580i III (LU733)	City Clerk - 100 Hughes Rd, Madison, AL, 35758
Canon C5860i	HR - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU727)	Building - 100 Hughes Rd, Madison, AL, 35758
Canon C5550i III (LU728)	Planning - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU736)	Revenue - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU741)	Engineering - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU726)	Fire - 101 Mill Rd, Madison, AL, 35758
Canon C5580i III (LU737)	Recreation - 8324 Madison Pike, Madison, AL, 35758
Canon C5535i III (LU740)	Senior Center - 1282 Hughes Rd, Madison, AL, 35758
Canon C2561F III (LU724)	Police Dispatch - 1570 Old Monrovia Rd, Huntsville, AL, 35808
Canon C5535i III (LU738)	Public Works - 240 Palmer Rd, Madison, AL, 35758

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

Customer Acceptance				Dealer Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date	
Nov 2022	Paul Finley	Mayor		11/17/2022 4:57 PM CST	

Attest:

Lisa D. Thomas
City Clerk - Treasurer

Terms and Conditions

General Terms and Conditions

1. DEFINITION AND INCORPORATION. The term "Maintenance Agreement" as used herein shall mean the Maintenance Agreement for service, software and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions. Customer (specified on the invoice side hereof) and The Ikon Group, Inc. ("TIG") agree that these Terms and Conditions are incorporated by reference into the Maintenance Agreement by which they are attached as well as all purchase orders and invoices between Customer and TIG concerning the Equipment or Software which is the subject of a Maintenance Agreement. All references to "Equipment" pertain to Equipment and/or Software provided by TIG and covered under this Maintenance Agreement.

2. INSTALLATION. Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and with clear access and space needed for installation such as telephone and electrical wiring, networking, noise and power lines, and electrical work external to the equipment.

3. MAINTENANCE WITH SUPPLIES. If Customer selects the option with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, TIG will perform maintenance charging and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours as defined in paragraph 6, below. TIG will furnish the following supplies, to be delivered at accepted intervals, in quantities as usage history dictates as determined by TIG and additional deliveries as required: Toner, Developer, Drum or Photocopy, Filter, Charge, Fuser Oil, Waste. Maintenance with Supplies does not include paper, labels, staples or transportation of any kind. TIG reserves the right to change Customer for shipping and handling charges incurred by TIG for the delivery of any consumable supplies delivered to the Customer. TIG agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any authorized or renewal date as described in paragraph 10, TIG shall have the right under this Maintenance Agreement to increase the Maintenance rate without written notice to Customer.

4. EXCESS COPIES. The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Basis Allowance" on the face of the Maintenance Agreement (the "Basis Term"). Basis Allowance copies are accumulated from the initial main use. Customer shall provide TIG with meter readings on the last day of each month when requested by TIG. Each 80% x 14" copy will be recorded as a single meter tick. Each 11" x 17" copy will be recorded as a double meter tick. Copy/scan copies shall be counted at twice the rate of single copies. For results equipped with better printing capabilities, the following meter tick charges shall apply: 18" x 27" = 2 ticks; 9" x 36" = 4 ticks; 36" x 47" = 5 ticks. TIG reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide TIG access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide TIG with meter readings on the last day of the month, TIG shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Basis Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current usage copy charges for each copy in excess of the Basis Allowance. Invoices for excess copies will be rendered either monthly, quarterly, semi-annually or annually as determined by TIG.

5. PAYMENT; SUSPENSION OF SERVICE. Customer agrees to pay, by check made payable to TIG or by credit card, all invoices rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. TIG does not accept cash payments. If any part of any payment due to TIG is overdue in more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover TIG's administrative and collection costs. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, TIG shall have the right to discontinue service in the event Customer becomes delinquent in payment.

6. CUSTOMER CHANGES. TIG reserves the right to accept additional changes and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for TIG to provide service to Customer or the Equipment.

7. MAINTENANCE ONLY. If Customer selects the Maintenance Only Option on the Maintenance Agreement, TIG will provide such maintenance services as necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, recurrent and preventative maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are expendable items (including units, drum cartridges, media) that have an operational life span, after which, they must be replaced. Consumable Supplies are toner, developer, filter, paper, preventative maintenance kit, and other supplies, which are used in the operation of the Equipment. Consumable Parts and Consumable Supplies are not included in this Maintenance Agreement. Consumable Parts and Consumable Supplies, and if such parts or supplies are defective or not adaptable to use on the equipment resulting in unnecessary service calls (chargeable item), service problems or unacceptable copy quality, then TIG may terminate this Maintenance Agreement and the unused portion of any fee referenced in TIG's sole and absolute discretion. In the event TIG so terminates this Maintenance Agreement, Customer will be entitled continuing service from TIG at published hourly rates, subject to change without notice. The Operator Manual for each piece of equipment defines specific operator responsibilities. Performance of normal operator functions as described in the Operator Manual are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges of established TIG rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover damage caused by user error, misuse or abuse, nor does it cover software and/or network printing configuration or related issues, and such services will be subject to additional charges at established TIG rates then in effect.

8. BUSINESS HOURS FOR SERVICE. All services provided hereunder are available only during TIG's Normal Business Hours, which is hereby defined by contract of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of TIG holidays and subject to change by TIG. At Customer's request, TIG may render service outside of normal business hours, subject to availability of personnel and additional charges at established TIG rates then in effect.

9. RETAINED TITLE. This is all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, media, toner and supplies are loaned to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to TIG in damaged condition. Additionally, TIG reserves the right to charge Customer a reasonable amount for any unused portion of consumables purchased to TIG's standard formula for such portions.

10. AVAILABILITY OF SUPPLIES. TIG Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper). The Customer's responsibility to purchase and have the necessary supply available for Customer Engineer's use.

11. RECONSTRUCTION. When a copy reconstruction is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and repair and/or replacement cannot be made within a satisfactory operating timeframe, TIG will advise Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, TIG may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, including service only on a "Call Basis".

12. NETWORK INTEGRATION. If Network Integration services are provided by TIG, Customer warrants that the TIG Digital Site Survey has been accurately completed and TIG may rely on the information contained in the Site Survey in providing network integration services. TIG reserves the right to assess additional charges for service due to Customer's misrepresentation of its network, software, or operating system(s).

13. SYSTEM MONITORING. TIG will deploy and operate its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with TIG product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in TIG's DRM). Through Customer's use of TIG's System Monitoring, TIG reserves the right to access an automated inventory taken Customer not to exceed \$25 per line.

14. DIGITAL SUPPORT SERVICE (DSS). Unless the Customer opt-out of DSS at the time of execution of the Maintenance Agreement, or instructs by emailing out less than thirty (30) days prior without notice to TIG, TIG shall provide Customer with DSS, for a fee based on the Cost Schedule set forth in the DSS Addendum, which fee shall be

billed with the base billing cycle. DSS provides remote Help Desk support which includes troubleshooting network connectivity issues, network print issues and file distribution, printer driver updates, installation of additional printer drivers and installation of additional scanner destinations, including issues arising as a result of changes in operating systems, e-mail domains or servers that require reconnection to Customer's equipment.

15. AUTOMATIC RENEWAL. This Maintenance Agreement shall be automatically renewed without any notice from TIG or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at TIG's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 5% price increase over the prior term and equipment to be renewed for 5 years at which the maximum annual increase will not exceed 15%.

16. CANCELLATION OF SERVICE. Cancellation of the Maintenance Agreement at the expiration of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, TIG may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. TIG may apply any refund due to the satisfaction of any part due hereunder for any other product or service. Should this Maintenance Agreement be cancelled by Customer, TIG will not issue any refund for the unused portion.

17. LIQUIDATED DAMAGES. In the event of Customer default or voluntary termination, Customer promises to pay to TIG the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, TIG may cancel this agreement and collect damages according to the foregoing formula.

18. NO WAIVER. Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by TIG does not constitute a waiver of such rights by TIG or in any way preclude TIG from enforcing such rights, or any other rights hereunder, at a later time.

19. ENTIRE AGREEMENT. The Maintenance Agreement and, if applicable, the Equipment Order, as the event Customer has agreed to acquire the Equipment from TIG, constitutes the entire agreement between Customer and TIG related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written) proposals (oral or written), understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.

20. NO INDEMNITY. Customer represents and warrants that its promise, agreement or intentment, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.

21. NO MODIFICATION OF TERMS. Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of TIG, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to execute this provision.

22. AUTHORITY. Customer and TIG each represent and warrant that their respective signatures to the Maintenance Agreement have been duly authorized by each to the Maintenance Agreement by them.

23. LIMITATION ON LIABILITY. Under no circumstances shall TIG be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. TIG's liability in case of negligence or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to TIG pursuant to this Maintenance Agreement.

24. INDEMNITY. CUSTOMER SHALL INDEMNIFY TIG AGAINST AND HOLD TIG HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim hereunder, TIG agrees to permit such indemnified claim in writing to Customer promptly and in timely form for Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnified claim.

25. DISCLAIMER. CUSTOMER TAKES THE EQUIPMENT/SOFTWARE "AS IS" AND TIG MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT/SOFTWARE IS MERCHANTABLE. TIG expressly disclaims any duty as merchant of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other negligent act of Customer or Customer's agents and/or service performed by non-TIG personnel. TIG will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment's line Cord, nor will we accept electrical work external under this agreement.

26. ATTORNEYS FEES. COSTS. In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring TIG to hire a lawyer and/or to initiate, or defend, any court action in any way related to this Maintenance Agreement, Customer agrees to pay TIG's reasonable attorneys fees and all costs resulting from such action.

27. CHOICE OF LAW AND FORUM SELECTION CLAUSE. Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. This Maintenance Agreement is entered into and performed in the State of Alabama. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with TIG shall lie with any state or federal court of competent jurisdiction in Madison County, AL.

28. WAIVER OF JURY TRIAL. CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.

29. NOTICE. Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to TIG, said notice shall be sent to the registered agent for TIG in the state in which the transaction arose, or to TIG, Attention: Rick Lacey, 2550 Drake Avenue, Huntsville, AL 37416. If the Customer, the notice shall be sent to Customer at the address specified on the invoice side hereof, or such other address which may be specified by Customer in writing to TIG.

30. FAIR NOTICE. CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE, AND IN PARAGRAPHS 12, 23, 24, 26, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

31. AFFIRMATIVE ACTION. TIG and all vendors under subcontractors are obligated to and do, to the best of TIG's knowledge comply with the EEO clause at 41 CFR 101-11.6(a) and The Affirmative Action Clauses at 25C 4(a) and 41C 1(a).

Initials: _____