

THE OPPORTUNITY

Your current fleet of three Canon imageRUNNER ADVANCE C5500 series devices was installed on March 29, 2023 under a 48-month lease. As part of our partnership, you are eligible for an early upgrade at 36 months, and the timing couldn't be better. The Police Department's unit has required 4 service calls in recent weeks, signaling it's time for newer, more reliable technology. We propose upgrading all three devices to the Canon imageRUNNER ADVANCE DX C5800 series, delivering faster speeds, enhanced scanning, improved reliability, and meaningful cost savings. We will pick up your old equipment and return it to the leasing company on your behalf.

CURRENT FLEET | Canon C5500 Series

Department	Model	ID#	Print	Scan
Police Dept.	Canon C5550i	BC169	50 ppm	160 ipm
Administration	Canon C5560i	BC319	60 ppm	160 ipm
Visitor Center	Canon C5535i	BC193	35 ppm	160 ipm

Current Accessories:

Police: Ext. Staple Finisher w/ Hole Punch, High Cap. Cassette Feed, Fax
 Admin: Ext. Staple Finisher, High Cap. Cassette Feed, Fax
 Visitor: Ext. Staple Finisher, Standard Cassette Feed (4 Drawers), Fax

3-Month Average Monthly Volumes:

Police: 1,967 Mono (\$0.01089/pg) | 1,552 Color (\$0.07139/pg)
 Admin: 5,763 Mono | 9,764 Color
 Visitor: 224 Mono | 165 Color
 Combined: 7,954 Mono | 11,481 Color

UPGRADED FLEET | Canon DX C5800 Series

Department	Model	ID#	Print	Scan
Police Dept.	Canon C5850i	TBD	50 ppm	270 ipm
Administration	Canon C5870i	TBD	70 ppm	270 ipm
Visitor Center	Canon C5840i	TBD	40 ppm	270 ipm

New Accessories:

Police: Ext. Staple Finisher w/ Hole Punch, High Cap. Cassette Feed, Fax
 Admin: Ext. Staple Finisher, High Cap. Cassette Feed, Fax
 Visitor: Internal Staple Finisher, Cabinet + 2 Drawers (550 ea.), Fax

New Shared Volume Pool (All Departments):

8,000 Mono Pages Included | 11,500 Color Pages Included
 Mono Overage: \$0.01/page | Color Overage: \$0.06/page
 Single Combined Invoice for Easier Budgeting & Management

MONTHLY COST COMPARISON | YOUR SAVINGS

CURRENT MONTHLY COST

Est. Service: \$937.96
 Lease Payment: \$460.09
 Base Fee: \$59.90

\$1,398.05
per month

NEW MONTHLY COST

Service Fee: \$668.85
 Lease Payment: \$577.10
 (Includes shared volume pool)

\$1,245.95
per month

YOUR SAVINGS

Monthly Savings
\$152.10
 Annual Savings
\$1,825.20

KEY IMPROVEMENTS & BENEFITS

Cost Savings

- Save \$152.10/month (\$1,825.20/yr)
- Shared volume pool across all depts.
- Single combined invoice for easy budgeting and management
- Same lease terms, just a reset

Performance Upgrades

- Admin: 60 to 70 ppm (+17% faster)
- Visitor: 35 to 40 ppm (+14% faster)
- All units: 160 to 270 ipm scanning (+69% faster duplex scans)
- 10.1" touchscreen, SSD storage

Reliability & Functionality

- Resolves Police Dept. service issues (4 recent service calls)
- Canon DX platform, latest generation
- Visitor Center: smaller footprint w/ internal finisher + cabinet

TRANSITION DETAILS

New Lease Term: 48 Months (same terms, reset clock)
New Lease Payment: \$577.10/mo | New Service: \$668.85/mo
Early Upgrade: Eligible at 36 months per partnership agreement

Old Equipment: Picked up & returned to leasing company by us
Installation: Professional delivery, setup & network config
Combined Invoice: One monthly invoice for all three departments



552 Cobb Pkwy S.
 Marietta, GA 30060
 (770) 218-2020
 aomcopy.com

PRINTPACK AGREEMENT

Order # 7415	Order Date 03/16/2026	Salesperson Joe Taylor	Type Lease
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INSTALLATION ADDRESS			
Customer #: AT7924			
City of Stone Mountain			
875 Main Street			
Stone Mountain, GA 30083			
Contact:	Patricia Smith	Phone:	(770) 498-8984
Email:	psmith@stonemountaincity.org		

BILLING ADDRESS			
Customer #: AT7924			
City of Stone Mountain			
875 Main Street			
Stone Mountain, GA 30083			
Contact:	Patricia Smith	Phone:	(770) 498-8984
Email:	psmith@stonemountaincity.org		

TERM	SERVICE PAYMENT	TOTAL PAYMENT*	START DATE	END DATE	OVERAGE BILLING CYCLE
48 months	In Lease Payment	\$1,245.95			in lease payment

EQUIPMENT COVERED UNDER AGREEMENT

MAKE / MODEL	SERIAL #	ID #	START METER		COPIES INCLUDED		OVERAGE / CPC	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
Canon imageRUNNER ADVANCE DX C5870i					8,000	11,500	0.01000	0.06000
Canon imageRUNNER ADVANCE DX C5850i								
Canon imageRUNNER ADVANCE DX C5840i								

INCLUDES: PARTS WARRANTY N/C LABOR TONER/INK (TAXABLE) DRUMS

SPECIAL PROVISIONS

ATLANTA OFFICE MACHINES, INC WILL PROVIDE SERVICE LABOR AT NO CHARGE, PARTS ARE COVERED UNDER WARRANTY AND TONER/SUPPLIES ARE TAXABLE ITEMS WHILE THE PRINTPACK AGREEMENT IS IN FORCE UNDER THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT. THIS COVERAGE INCLUDES MAINTAINING THE WALK UP FUNCTIONALITY OF YOUR COPIER AND ALL MAINTENANCE REQUIRED TO ENABLE YOU TO MAKE A COPY WHEN THE PRINT BUTTON ON THE OPERATION BOARD IS PRESSED. ANY AND ALL LABOR TO TROUBLESHOOT AND/OR REPLACE ANY NETWORK RELATED FUNCTION IS NOT INCLUDED IN THIS PRINTPACK AGREEMENT. THERE MUST BE ADEQUATE SPACE PROVIDED FOR AOM TECHNICIANS TO ACCESS AND REPAIR THE MACHINE FREE OF OBSTRUCTION. V.552012020

METER AND ACCOUNTS PAYABLE INFORMATION

Meter Contact Name	Patricia Smith	Meter Contact Email Address	psmith@stonemountaincity.org
Preferred Meter Submission	<input type="checkbox"/> EMAIL Email Address: _____		
	<input type="checkbox"/> PHONE Phone Number: _____		
Acct Payable Contact Name	Patricia Smith	Acct Payable Email Address	psmith@stonemountaincity.org

CUSTOMER ACCEPTANCE / DECLINE	
Authorized Signature**	Date
Printed Name / Title	Customer Decline

AOM ACCEPTANCE	
Authorized Signature	Date
Printed Name / Title	

* PLUS TAX **PLEASE SIGN TO ACCEPT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT



PRINTPACK TERMS AND CONDITIONS

In this PrintPack Cost Per Print Agreement, (the "Agreement"), the words "You" and "Your" mean the Customer named above. "We," "Us," "Our" and "AOM" mean Atlanta Office Machines. The Agreement represents the final and only agreement between You and Us and may not be contradicted by oral agreements. The Agreement can be changed only by a written agreement between You and Us.

1. PRINTPACK EQUIPMENT. Under a separate written agreement, You have purchased, leased or own outright the Atlanta Office Machines equipment listed on the previous page from Us, Atlanta Office Machines or a third party leasing company. You desire to enter into this Agreement for PrintPack service and supplies for the Equipment. You promise to pay to Us the rates specified on the previous page.

2. TERM AND RENEWAL. The term of this Agreement will begin on the date We accept and sign the Agreement (the "Commencement Date") for one year. At AOM's discretion, the agreement will include an escalator at the end of each 12 month term. This Agreement will automatically renew for an additional one-year terms unless either party provides the other party with a 30 day written notice. A final meter print out from the machine must be provided within 72 hours of the final termination date. If a final meter report is not submitted, final meters will be estimated. All payments for any charges must be received within 30 days. All past due accounts may be charged interest at the current market rate at AOM discretion and accounts that become more than 90 days past due are subject to termination upon immediate notification. All fees associated with termination, collection and administrative charges are your responsibility. Any meter discrepancies or re-bill requests must be submitted in writing within 90 days of the initial invoice date. Invoices that are re-billed are not provided extended payment terms and are due immediately. Current meter reads are to be provided within 72 hours of AOM's request. If meters are not provided, they will be estimated or collected. A forced meter collection will carry an administrative fee of \$25.00 per collection. We offer a free automatic meter collection program to assist you with this requirement. You agree to pay the Base Monthly Charges each month even if You do not make the number of prints included with the Base Monthly Charge. You may not carry over a credit from any month during which You make fewer than the minimum number of prints.

3. SUPPLIES AND SERVICE. Under this Agreement, we provide You with all OEM toner, consumables, and maintenance kits ("Consumables") necessary for You to make prints and operate the Equipment. Consumables will be shipped to you directly from Atlanta Office Machines or a Atlanta Office Machines warehouse. You agree to order ALL Consumables through Atlanta Office Machines during the Term of this Agreement. AOM will ship supplies to you via a certified carrier, with tracking. Delivery time is generally 24-48 hours. Shipping charges will apply if not covered in your maintenance plan. You may pick up toner with a submitted request at our location. Toner deliveries performed by an AOM representative will carry an additional charge of \$10.00. You agree to use the Consumables provided under this Agreement only in the covered Equipment. You shall order Consumables only as needed. No backup or stock supplies should be retained. Any use of Consumables in devices other than the Equipment constitutes a violation of this Agreement. Consumables are the property of Atlanta Office Machines until fully consumed by the Equipment, You shall return to Us all unused Consumables upon expiration or termination of this Agreement. We reserve the right to invoice You for any unused Consumables that are not returned at retail prices, plus shipping and handling charges. You acknowledge that Atlanta Office Machines reserves the right to audit Consumable orders and hold or deny shipments until the requests are validated. You acknowledge that Atlanta Office Machines will provide service for the Equipment pursuant to Atlanta Office Machines' PrintPack agreement for the Equipment. The terms and conditions (including exclusions for accidents, misuse, abuse, unauthorized repair, unauthorized disassembly, etc.) of the applicable Equipment shall apply. If You require service on Equipment during the Term, You may request service using the following methods: by placing a request through AOM's website or calling Atlanta Office Machines at 770-218-2020. You agree that: (a) You must separately purchase all supplies other than Consumables, including, without limitation, paper and staples at Your own cost; (b) You must separately purchase Equipment service, parts or supplies required by Your negligence, misuse of the Equipment, failure to follow the Atlanta Office Machine's suggested use Instructions, or breach any warranty or service agreement provided by Atlanta Office Machines. In the event of extended equipment downtime (48 business hours or greater), at Your request, AOM may furnish a service loaner machine with comparable features at no additional charge until the original equipment is repaired.

I agree that I am authorized as a signer to enter into this service agreement on behalf of the company listed as the Ship to account on the front of this agreement. My signature below indicates that I received a full copy of this contract, inclusive of 3 pages.

[Redacted Signature]

SIGNATURE

[Redacted Title]

TITLE

[Redacted Date]

DATE

FM AUDIT AGREEMENT

FM Audit is a free program used to monitor toner levels on your copier and generate a supply order that will be shipped to you when it reaches a predetermined level or threshold. This program will also capture the meter readings eliminating the need for you to report them manually. This program does not interface with any server or secure storage programs, it is installed on a local device such as an office desktop or laptop.

Yes, please send the link to the following email address: _____
and I will install the program myself.

Yes, please schedule a technician to install the program for me.

No, I do not want the software. I will submit meter reads and toner requests myself.

Account Name: City of Stone Mountain

Authorized Representative: _____

Signature: 

Date: 



CANON FINANCIAL SERVICES, INC. ("CFS")

Remittance Address: 14904 Collections Center Dr. Chicago, Illinois 60693 (800) 220-0200

TOTAL SOLUTION LEASE AGREEMENT

CFS-1015 (08/25)

LESSOR'S AGREEMENT NUMBER:

COMPANY LEGAL NAME: CITY OF STONE MOUNTAIN, DBA: CITY OF STONE MOUNTAIN, PHONE: (770) 498-8984, BILLING EMAIL ADDRESS: psmith@stonemountaincity.org, BILLING CONTACT FIRST NAME: Patricia, BILLING CONTACT LAST NAME: Smith, BILLING CONTACT PH #: (770) 498-8984, BILLING ADDRESS: 875 Main Street, Stone Mountain, GA 30083, EQUIPMENT ADDRESS: 875 Main Street, Stone Mountain, GA 30083

Table with columns: Make / Model / Accessory, Serial Number, Monthly Guaranteed Minimum Copies (Black & White, Color), Overage Copy Charge* (Black & White, Color), Initial Meter Reading (Black & White, Color). Rows include Canon imageRUNNER ADVANCE DX C5870i, C5850i, C5840i and a TOTALS row.

Guaranteed Copy Plan: [] Individual, [x] Aggregate (Totals only required), Payment Frequency: [x] Monthly, [] Quarterly, [] Other, Meter Reading Frequency: [x] Monthly, [] Quarterly, [] Other, End of Term Purchase Option: [] \$1.00, [x] Fair Market Value, [] Other, Term: 48 months, Minimum Monthly Rental Payment*: \$1,245.95, Service and Supplies Included*: [x] Supplies, [x] Maintenance, * Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE 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 DEALER: Atlanta Office Machines ("Dealer"), By: _____, Print Name: _____, Title: _____, Date: _____

AUTHORIZED CUSTOMER SIGNATURE By: X _____ Title: _____, Printed Name: _____ Email address: _____, Tax ID#: _____ If proprietor, DOB: _____ Date: _____, By: X _____ Title: _____, Printed Name: _____ Email address: _____

ACCEPTANCE CERTIFICATE To: Dealer 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: Dealer rents to Customer, a CITY OF STONE MOUNTAIN organized under the laws of the State of GA, with its chief executive office at 875 Main Street, Stone Mountain, GA 30083, and Customer rents from Dealer all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment") upon the terms and conditions set forth in this Total Solution 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 Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. 3. PAYMENTS: Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement, (a) the payments specified under "Minimum Monthly Rental Payment" and any "Overage Copy Charges" above and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). 4. APPLICATION OF PAYMENTS; METER READING: All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge shown on the invoice for each such amount and among amounts having the same date in such order as Lessor, in its discretion, may determine. 5. NO LESSOR WARRANTIES: CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A 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 NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE

PERSONAL GUARANTY The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law. If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty. Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities, or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. Guarantors agree that Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes. Printed Name: _____ Signature: _____ (no title) Date: _____, Address: _____ Phone: _____, Printed Name: _____ Signature: _____ (no title) Date: _____, Address: _____ Phone: _____

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 Lessor's 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. 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 Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, 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 accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

7. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. 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 jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

8. 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 Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor 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.

9. INDEMNITY: Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

10. MAINTENANCE: The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photoreceptor copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

11. 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 Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as imposed by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor 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 LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$125, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

12. 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 be with companies satisfactory to CFS. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 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 Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1.00 Purchase Option, \$1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein), and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; 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 Lessor 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 under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's 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. Lessor and any of its affiliates may make a profit on the foregoing.

13. 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 Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor 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.

14. 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 Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (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 Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

15. REMEDIES: Upon the happening of any one or more Events of Default, Lessor 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 Lessor retaining title to the Equipment; (b) to terminate any 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 Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor 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. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

16. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, 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 Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor 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 Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

17. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or 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 Lessor. 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.

18. RENEWAL; RETURN: Except in the case of an Agreement containing a \$1.00 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor 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, 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 Lessor. Lessor 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 Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

19. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) 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 Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

20. 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 or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has 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 "Initialized 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 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 Dealer and CFS, their 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, Dealer and CFS applies, or could be construed to apply to Data.

21. 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 Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

22. 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 LESSOR 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.

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT 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 LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S 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 LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

24. 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 Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor 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 Lessor 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 Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor 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 and Dealer's signature will be treated as an original for all purposes.