



DATE _____

Sales Order

CLIENT INFORMATION

Village of Thornton
ENTITY FULL LEGAL NAME (BUYER)
 Melissa Wiak
AUTHORIZED CONTACT
 115 E. Margaret Street
ADDRESS
 Thornton IL 60476
CITY STATE ZIP
 mwiak@thorntonil.us
EMAIL
 (708) 877-4456
PHONE

ACCOUNTS PAYABLE (AP) REPRESENTATIVE NAME _____
 ACCOUNTS PAYABLE (AP) REPRESENTATIVE EMAIL _____

IMPACT INFORMATION

Impact Networking, LLC Indiana
IMPACT FULL LEGAL NAME
 Umang Patel Paul Lee
ACCOUNT MANAGER BRANCH MANAGER
 2911 Carlson Drive
ADDRESS
 Hammond IN 46323
CITY STATE ZIP
 upatel@impactnetworking.com
ACCOUNT MANAGER EMAIL
 (219) 255-3864
PHONE

PRODUCTS ORDERED

Quantity	Product Number	Description	Unit Cost	Amount
1	3	Kyocera TASKalfa 2554ci		IN LEASE
2	2	Kyocera TASKalfa 2554ci w/ (internal stapling)		IN LEASE
3	1	Kyocera ECOSYS M5526		IN LEASE
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Lease Purchase (100% of costs associated with the Purchase(s) are due at the time of execution of this Sales Order)

No terms or conditions, express or implied, are authorized unless they appear on "original" of this Sales Order. This Sales Order includes the terms and conditions appearing hereon and on the reverse side hereof, and buyer agrees to be bound thereby. No modifications or additions thereto shall be binding upon Impact unless expressly consented to in writing by the President of Impact. All prices in effect for 30 days from Impact authorized signature date.

Subtotal	IN LEASE
Sales Tax	
Freight Charges	
Total	IN LEASE



INSTRUCTIONS

SHIP TO Same as Invoice To

COMPANY

CONTACT

ADDRESS

CITY STATE ZIP

PHONE EMAIL

SPECIAL NOTES

TERMS AND CONDITIONS

1. This order shall not be binding on Impact until approved by a duly authorized representative of Impact.
2. Delivery to the place of shipment specified herein shall constitute delivery to Buyer. All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact. Client cannot unreasonably withhold, deny or refuse acceptance of the delivery of the Products Ordered after the execution of this Sales Order.
3. Impact reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. Full payment is due upon execution of this Sales Order. Buyer agrees to pay Impact for all costs and expenses, including attorney fees, incurred by Impact in establishing or enforcing its rights hereunder.
5. Impact reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
6. Impact shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, pandemics, epidemics, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control.
7. Impact warrants that all goods covered by this order when delivered to Buyer will be of merchantable quality and free from defects in workmanship and material for a period of 30 days from delivery under normal use and conditions. Impact's obligation hereunder is expressly limited to the repair or replacement (at Impact's election) of such defective parts as are returned to Impact, freight prepaid, within the warranty period and which are proven to be defective by Impact. If not repaired or replaced by Impact, Impact's liability shall be limited to the stated selling price of such returned parts which are defective. This warranty does not extend to any goods which have been subject to misuse, neglect or accident, nor does it extend to any goods which have been repaired or altered other than by Impact. Other repairs not under warranty will be at such cost as Impact may from time to time generally establish. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IMPACT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
8. All claims of Buyer relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within ten days after receipt of goods by Buyer.
9. In the event of a claim or litigation relating to the subject matter of this Agreement, in the event that Impact prevails, the client/buyer/lessee shall reimburse Impact for all attorney fees and costs resulting therefrom.
10. This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois.
11. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals and communications, oral or written, concerning the subject matter of the Agreement. Buyer represents and warrants that no representation or warranty of any kind has been made by Impact except as specifically set forth in this Agreement. Impact shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by the president of Impact.

AUTHORIZATION

CLIENT (BUYER)

CLIENT AUTHORIZED SIGNATURE

Melissa Wiak

CLIENT FIRST AND LAST NAME PRINTED

Village Administrator

CLIENT TITLE DATE CLIENT SIGNED

IMPACT

IMPACT AUTHORIZED SIGNATURE

IMPACT FIRST AND LAST NAME PRINTED

IMPACT TITLE DATE IMPACT SIGNED

FOR OFFICE USE ONLY

CUSTOMER NUMBER ORDER NUMBER DATE ORDERED DATE REQUIRED SHIP VIA REP



Print Maintenance Agreement

CLIENT INFORMATION

Village of Thornton
CLIENT FULL LEGAL NAME

Melissa Wiak
CLIENT CONTACT

115 E. Margaret Street
CLIENT ADDRESS

Thornton IL 60476
CITY STATE ZIP

mwiak@thorntonil.us
CLIENT EMAIL

(708) 877-4456
CLIENT PHONE

CLIENT FAX

IMPACT INFORMATION

Impact Networking, LLC Indiana
IMPACT FULL LEGAL NAME

Umang Patel Paul Lee
IMPACT ACCOUNT MANAGER IMPACT BRANCH MANAGER

2911 Carlson Drive
ADDRESS

Hammond IN 46323
CITY STATE ZIP

upatel@impactnetworking.com
IMPACT ACCOUNT MANAGER EMAIL

(219) 255-3864
IMPACT PHONE

IMPACT FAX

AGREEMENT TYPE

- Basic Maintenance Agreement**
- MPS Basic Agreement**
Includes auto meters for networked devices.
- MPS Platinum Agreement**
Includes MPS Basic plus auto toner fulfillment and proactive service for properly reporting networked devices.

Each Agreement includes:

- 3 hour response time guaranteed with state-of-the-art call system.
- Emergency calls available 7 days a week / 24 hours a day.
- Full line factory trained technicians.
- All parts replaced at no charge (unless otherwise noted.)
- Proactive preventative maintenance, including 100% labor and parts.

EFFECTIVE DATES OF THIS AGREEMENT

signed _____ 60 _____
START DATE END DATE TERM (MONTHS)

BASE IMAGE BILLING

- Monthly Quarterly
 Semi-Annually Annually

EXCESS IMAGE BILLING

- Monthly Quarterly
 Semi-Annually Annually

COVERED DEVICE(S) OR GROUP(S)

Kyocera TASKalfa 2554ci
 Kyocera ECOSYS M5526

	Base Amount	Image Allowance		Excess Image Charge	
		B&W	COLOR	B&W	COLOR
included	8,500	1,300	\$0.006	\$0.045	
included	1,500	500	\$0.016	\$0.08	
included					

See attached Schedule A Total Payment Amount

NOTES / SPECIAL INSTRUCTIONS



Print Maintenance Agreement

TERMS AND CONDITIONS

THIS PRINT MAINTENANCE AGREEMENT (THE "AGREEMENT") IS BETWEEN "IMPACT" AND THE "CLIENT" INDICATED ON THE REVERSE SIDE OF THESE TERMS AND CONDITIONS. IMPACT AND CLIENT MAY SOMETIMES BE REFERRED TO AS A "PARTY." THIS AGREEMENT INCLUDES ALL SUPPLIES EXCEPT STAPLES AND PAPER. ALL CONTRACTS FOR ADDITIONAL SUPPLIES ARE BASED ON MANUFACTURER'S SPECIFIED YIELD AT 5% PRINT OR COPY COVERAGE. ANY ADDITIONAL SUPPLIES BEYOND THIS SPECIFICATION WILL BE CHARGED TO THE CLIENT AT NORMAL SUPPLY RATES. FREIGHT FOR DELIVERY OF SUPPLIES AND PARTS IS CHARGED TO THE CLIENT ON ALL AGREEMENTS. ANY COPIES ABOVE THE STATED AMOUNT WILL BE BILLED AT THE EXCESS IMAGE CHARGE, IDENTIFIED ON PAGE 1 OF THIS AGREEMENT. NO SERVICE WILL BE PERFORMED UNTIL PAYMENT IS RECEIVED. THIS AGREEMENT IS NON-CANCELLABLE FOR THE TERM SPECIFIED, EXCEPT AS PROVIDED HEREIN. TERMS AND CONDITIONS HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT.

1. SCOPE OF SERVICES: The charges established by this Agreement include payment for maintenance by Impact Networking, LLC, its subsidiaries and/or affiliates (hereafter referred to as "Impact") during normal business hours: inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by Impact. Paper and staples must be separately purchased by customer.

This Agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required under normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, incorrect power and/or outlet, or causes beyond Impact's control are not covered. In addition, Impact may terminate this Agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Impact.

2. LABOR PERFORMED: Labor performed during a service call includes lubrication and cleaning of the equipment and adjustment, repair or replacement of parts. All parts necessary for the normal maintenance of the equipment and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement, unless otherwise noted.

3. SERVICE LIMITATIONS: Customer agrees Impact will not be required to make adjustments, repairs or re-placements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement, (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment, (iv) obsolete Equipment or components deemed beyond repair in the sole judgment of Impact, (v) placing the Equipment in an area that does not conform to Impact space, electrical and environmental requirements (including without limitation, excessive dust, chemical residues, abnormal high or low temperatures), (vi) telephone or electrical power failure, (vii) strikes, accidents, embargoes, or war, (viii) Acts of God, lightning or other incidents of excess voltage or power surges, or (ix) Customer using toner, drum, processing units, ink, film, etc., from any source other than a service provider authorized by Impact. If maintenance is made necessary resulting from any of the above listed occurrences or other work not covered under the remedial maintenance obligation, at Impact's election, Impact may either (a) provide such maintenance and bill to Customer at Impact's then current rates for labor and parts (which shall be due and payable in full upon receipt of invoice) or (b) terminate this Agreement. Customer agrees that Impact will not be required to make adjustments, repairs, or replacements if Impact is not provided reasonable access to the Equipment.

4. ADVANCE INSPECTION: Impact reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, can elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.

5. REMEDIAL MAINTENANCE: During the term of this Agreement, Impact agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Impact is notified by Customer during the term of this Agreement that the equipment is not in good working condition, Impact will, during Impact's established normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement). If parts are not included in this Agreement, Impact will promptly provide a quote for the appropriate part(s).

Impact's normal service hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Impact may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Customer agrees to pay for all travel and labor time for service calls after Impact's normal service hours, on weekends and on holidays at overtime rates in effect at the time the service call is made. Impact provides 24/7 service by calling 888-752-0052. Applicable rates will be given at time of call. Service at times other than Impact's established normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of Impact.

6. RECONDITIONING: When, in its sole discretion, Impact determines a shop reconditioning is necessary to keep the equipment in working condition, Impact will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to any other charges payable under this Agreement, refunding the unused portion of the maintenance charge. Thereafter, service will be available by Impact on a per call basis at Impact's published rates.

7. CUSTOMER RESPONSIBILITY: Customer will be responsible for daily care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, etc., (where applicable). Customer also agrees to provide suitable electrical service and maintain proper environmental conditions.

8. AUTOMATIC RENEWAL OR TERMINATION: This Agreement shall become effective upon Customer signature or Purchase Order Number and shall continue until the end of the agreed copy volume or time, whichever occurs first, unless canceled by Impact or if Customer breaches any of its obligations hereunder or otherwise to Impact. Unless otherwise indicated, this is an annual contract. This Agreement shall be renewed automatically unless Customer notifies Impact, in writing, not less than ninety (90) days prior to the renewal date. Impact reserves the right to cancel this contract at its discretion upon five (5) days written notice. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Maintenance Charges are subject to change in accordance with current volume, current prices and equipment age.

9. CHARGES: The initial charge for maintenance under this Agreement shall be the amount set forth on the front page of this Agreement. The Customer agrees to pay all additional charges for maintenance provided hereunder 10 days from the date of invoice for such charges. A late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is less, shall be charged on all overdue amounts from the date of invoice until paid. The Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due.

10. SUPPLIES: Toner-inclusive contracts are based on manufacturer supply consumption rates. Impact will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of the Service Provider.

11. PERFORMANCE OF EQUIPMENT AND USE OF OUTSIDE SUPPLIES: The equipment Impact sells is designed to give excellent performance with Impact supplies; including, developer, toner and fuser oil. If the Customer uses supplies other than the supplies specifically manufactured for the use in the equipment that is covered and such supplies are defective or not acceptable for use in the equipment, and they cause service problems or abnormally frequent service calls, or damage the equipment, then Impact may, at its option, terminate this Agreement and refund the unused portion of the maintenance charges. In that event, the Customer will be offered service on a "per call" basis at published rates, or Impact may, at its option, decline to make a service call. Impact may also decline to service the equipment for the purpose of converting the equipment to use supplies of a different manufacturer other than those supplies then being used. It is not a condition of this Agreement, however, that the Customer use only Impact authorized supplies.

12. METER READINGS: Customer agrees to provide Impact with accurate meter readings based on the billing term from the front of this Agreement, or if mutually agreed upon, to provide Impact with timely access to all Equipment so that Impact may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Impact reserves the right to estimate the meter reading from previous meter readings.

13. EARLY CARTRIDGE EXCHANGE: Should it be determined that toner supplies, provided by Impact, are exchanged at a percentage of 15% or higher on a consistent basis (to be determined by Impact) the customer will incur a charge for the following toner needed OR an account review must be held to determine a price escalation to cover the additional charges. The early exchange of toner cartridges/units incurs additional costs to Impact that must then be assumed by the Customer. Initial contract pricing is based upon the use of cartridges supplied by Impact to a level of 7% and below, which the Customer agrees to by entering into this Agreement.

14. DEFECTIVE SUPPLY RETURN POLICY: In the event of a defective supply, the customer will notify Impact Networking and receive instructions on the proper return of the defective unit. Impact Networking will supply the prepaid means by which to return the item. It is the Customer's responsibility to ensure the defective item is returned following the instructions and return label provided within 5 business days of receipt of the replacement supply. If the product is not returned within the stated time period, or at least shown as shipped via Tracking number, the customer will be charged full retail value of the provided replacement supply.

15. PRINTER REPLACEMENT DUE TO VALUE OF REPAIR: Should it be determined that a printer repair will exceed 125% of the then-current value of the device, as determined by Impact, the device will be considered un-repairable and be replaced/excluded for coverage. Replacement devices may be provided by Impact at a percentage discount from retail to be determined by contractual value.

16. NO WARRANTIES, EXPRESS OR IMPLIED: IMPACT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IMPACT SHALL NOT BE LIABLE FOR DELAYS IN MAKING REPAIRS, OR FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.

17. LIABILITY LIMITATION: Impact's total liability is limited to repair and maintenance under this Agreement. Impact will not be held liable to Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. Impact will not be liable for any delay or failure to perform if its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by Impact as hazardous to health and safety, Acts of God or government, labor difficulties or failure of improper transportation, telephone or power. In no event shall Impact be liable for loss of data resulting in delays in supplying service, repair of, or attempts to repair the Equipment by Customer or by agents, representatives, or employees of Impact.

18. INDEMNITY: With respect to, arising from, or in connection with this Agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Impact and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of Impact or its agents, representatives or employees.

19. RELOCATION OF EQUIPMENT: Customer agrees to keep the Equipment at the installation address and shall not move it from that location without prior written consent of Impact, which shall not be unreasonably withheld. Customer shall be responsible for all costs associated with relocation. If the Equipment is moved to a new location, Impact shall have the right to charge a new rate for the new location and Customer agrees to pay the difference between the old rate and the new rate.

Customer agrees that it shall not move any Equipment that is subject to this Agreement, or any subsequent agreement between Impact and Customer, beyond Impact's service zones. If the Equipment is moved beyond Impact's service zones, Impact may elect to cancel this Agreement and will refund the unused portion of the maintenance charge.

20. CUSTOMER UPGRADE OF EQUIPMENT: If the Customer upgrades its equipment covered by this Agreement to other Impact products, Impact will credit the unused portion of the Agreement towards a new equipment maintenance covering the new equipment at the published price in effect at the time of the upgrade for a one year period.

21. DEFAULT: Customer shall be in default under this Agreement if Customer: (i) fails to make any payment to Impact or its agent within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Impact may, in addition to other remedies, (i) refuse to service the Equipment until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due; (iii) furnish service on a C.O.D. "per call" basis at published rates; (iv) terminate this Agreement without advance notice; and/or (v) exercise any and all other remedies to which it may be entitled. The Customer agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder.

22. TAXES: Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Impact for all amounts paid or payable by Impact in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Impact's gross or net income.

23. NOTICES: Notices required under this Agreement shall be written and sent to Impact at 13875 West Boulton Boulevard, Lake Forest, IL 60045 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notice will be effective upon date of postmark.

24. JURISDICTION: This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois.

25. FORUM AND VENUE: The Parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State and/or Federal Courts of Illinois. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in State Court, the Circuit Court of Cook County, Illinois shall have exclusive jurisdiction over such dispute. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in Federal Court, the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over such dispute.

26. ATTORNEYS FEES AND LITIGATION COSTS: In the event of a claim or litigation arising from or relating to the subject matter of this Agreement, and if Impact Networking prevails in such claim or litigation, the Customer/buyer/lessee shall reimburse Impact for all attorney's fees and costs resulting therefrom.

27. ASSIGNMENT: This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the Customer to any further owners of the covered Equipment.

28. CONFIDENTIALITY CLAUSE: Impact recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Impact agrees to use its best efforts to treat Customer Information on a confidential basis. Impact agrees not to disclose any Customer Information to any person, firm or corporation except to Impact employees or holder of Owner's interest who have a need to know such Customer Information to perform the services contemplated hereunder without Customer's prior written consent or unless subject to court order or subpoena.

29. APPROVAL REQUIREMENT: This Agreement shall not be binding on Impact unless approved and executed by the President of Impact.

30. SEVERABILITY: If any provision, clause or section of this Agreement is adjudicated by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, all remaining provisions, clauses and sections shall remain in full force and effect.

31. ENTIRE AGREEMENT: This document constitutes the entire Agreement between the Parties and supersedes all prior agreements, proposals and communications, whether written or oral, concerning the subject matter of this Agreement. Impact shall not be bound by any modification or waiver of the Agreement unless agreed to in writing. Any such writing must be approved and executed by the President of Impact.

ACCEPTANCE

Impact agrees to furnish the Client in accordance with the terms and conditions of this Agreement. This contract is for the number of months (Term) or the stated number of images, whichever comes first, indicated on page 1. Any images above the stated amount will be billed at the Excess Image Charge. Client and Impact acknowledge that they have read this Agreement and the Terms and Conditions above, have caused this Agreement to be duly executed by their respective authorized representatives, and hereby agree as set forth herein.

CLIENT (OBLIGOR)

CLIENT AUTHORIZED SIGNATURE

Melissa Wiak

CLIENT FIRST AND LAST NAME PRINTED

Village Administrator

CLIENT TITLE

DATE CLIENT SIGNED

IMPACT

IMPACT AUTHORIZED SIGNATURE

IMPACT FIRST AND LAST NAME PRINTED

IMPACT TITLE

DATE IMPACT SIGNED



SCHEDULE A

EQUIPMENT (MAKE / MODEL / ACCESSORIES)	SERIAL NO.	STARTING METER	ENDING METER	LOCATION
<input checked="" type="radio"/> ADD <input type="radio"/> DELETE Kyocera TASKalfa 2554ci w/ internal stapling				Police Department
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<input checked="" type="radio"/> ADD <input type="radio"/> DELETE Kyocera TASKalfa 2554ci w/ internal stapling				Village Hall
<input checked="" type="radio"/> ADD <input type="radio"/> DELETE Kyocera ECOSYS M5526cdw				Public Works
<input checked="" type="radio"/> ADD <input type="radio"/> DELETE Kyocera TASKalfa 2554ci				Parks & Recreation
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This Agreement has been written in "Plain English". When we use the words You and Your in this Agreement, we mean the Customer described below. When we use the words We, Us, and Our, We mean Impact Networking Indiana, LLC. Our address is 8888 Keystone Crossing, Ste 350, Indianapolis, IN 46240.

CUSTOMER INFORMATION	Customer Name Village of Thornton	Agreement Number
	Billing Street Address/City/County/State/Zip 115 E. Margaret Street	Customer Phone Number (708) 877-4456
	Equipment Location (if different from above)	Federal Tax ID Number
	Supplier Name, Address, Phone ("SUPPLIER") Impact Networking Indiana, LLC, 8888 Keystone Crossing, Ste 350 Indianapolis, IN 46240	

EQUIPMENT	Make / Model / Accessories	Serial Number	Starting Meter
See Schedule A			

RENTAL TERMS Term in Months 60 (months)	RENTAL PAYMENT AMOUNT \$ 1,374.01 (plus applicable taxes) Rental Payment Period is Monthly Unless Otherwise Indicated	Documentation Fee/Origination Fee: \$200.00 Supplier Fuel/Freight Fee: \$19.50 per month Total Number Advance Payments: 2 Total Advance Payment Amount: \$ 2,748.02
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Overage Meter Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	<table border="1"> <tr> <th colspan="4">Monthly Copy Allowance:</th> <th colspan="4">Overage Copy Charge:</th> </tr> <tr> <th>Meter Type</th> <th>Allowance</th> <th>Meter Type</th> <th>Allowance</th> <th>Meter Type</th> <th>Overage Rate</th> <th>Meter Type</th> <th>Overage Rate</th> </tr> <tr> <td>A3 BW</td> <td>8,500</td> <td></td> <td></td> <td>A3 BW</td> <td>\$0.006</td> <td></td> <td></td> </tr> <tr> <td>A3 COLOR</td> <td>1,300</td> <td></td> <td></td> <td>A3 COLOR</td> <td>\$0.045</td> <td></td> <td></td> </tr> <tr> <td>A4 BW</td> <td>1,500</td> <td></td> <td></td> <td>A4 BW</td> <td>\$0.16</td> <td></td> <td></td> </tr> <tr> <td>A4 COLOR</td> <td>500</td> <td></td> <td></td> <td>A4 COLOR</td> <td>\$0.08</td> <td></td> <td></td> </tr> </table>	Monthly Copy Allowance:				Overage Copy Charge:				Meter Type	Allowance	Meter Type	Allowance	Meter Type	Overage Rate	Meter Type	Overage Rate	A3 BW	8,500			A3 BW	\$0.006			A3 COLOR	1,300			A3 COLOR	\$0.045			A4 BW	1,500			A4 BW	\$0.16			A4 COLOR	500			A4 COLOR	\$0.08		
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A4 BW	1,500			A4 BW	\$0.16																																												
A4 COLOR	500			A4 COLOR	\$0.08																																												

END OF TERM OPTIONS	You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under this Lease has occurred and is continuing: <input checked="" type="checkbox"/> Fair Market Value Purchase Option <input type="checkbox"/> \$1.00 Purchase Option <input type="checkbox"/> Fixed Price Purchase Option of 9% of Total Cash Price
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YOU HAVE SELECTED THE EQUIPMENT DESCRIBED ABOVE (SUCH EQUIPMENT, TOGETHER WITH ANY AND ALL ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO, THE "EQUIPMENT". THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF OWNER AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN ACCORDANCE WITH SUCH LAWS. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

TERMS AND CONDITIONS

- COMMENCEMENT OF AGREEMENT.** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Rental Term ("Term") of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.
- IMAGE CHARGES.** Each month during the Term of this Agreement, you agree to remit to us the Rental Payment and all other sums when due and payable at the address we provide to you from time to time. In return for the Rental Payment, you are entitled to produce the Monthly Copy Allowance for each applicable copy type each month. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Rental Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Overage Copy Charge (plus applicable taxes) for each metered image that exceeds the applicable Monthly Copy Allowance for each copy type. You acknowledge that the Equipment includes a separate meter for each copy type and that you understand the differences between the copy types. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Rental Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Rental Payments and Overage Copy Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Rental Payments and Overage Copy Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Rental Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any Equipment designated "Service Only"), you shall continue to pay us all Rental Payments and Overage Copy Charges without deduction or withholding of any amounts. You authorize us to adjust the Rental Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier. You agree to pay us an interim payment from and including the Commencement Date through, but not including, the payment due date of the month next following the Commencement Date (the "Interim Rent Period") at a rate equal to 1/30th of the Rental Payment set forth herein for each calendar day during the Interim Rent Period.
- OTHER CHARGES.** You agree to: (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. You agree, at our

Continued on Page 2

OWNER ("We", "Us")	CUSTOMER ("You")
Impact Networking Indiana, LLC	Village of Thornton (Customer Full Legal Name)
By: X _____	By: X _____
Name: _____	Name: Melissa Wiak Title: Village Administrator
Title: _____ Date: _____	Date: _____ Federal Tax ID: _____

discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each month our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to this Agreement, you agree to pay us a processing fee by asset or contract per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we deem appropriate. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly Fuel/Freight Fee, specified on page 1 of this Agreement, which will be remitted by us to the Supplier. In addition, we may charge you and you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement.

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

5. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE.** The Supplier identified on page 1 of this Agreement ("Supplier") has agreed to provide **FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY.** You acknowledge that: (a) the Supplier is solely responsible for all service maintenance of the Equipment set forth herein; (b) in the event that we assign this Agreement, our assignee (1) shall not be responsible for any service, repair or maintenance of the Equipment; and (2) will bill (on a pass through basis) on behalf of Supplier any applicable Overage Copy Charges and the portion of the Rental Payment attributable to service maintenance of the Equipment, whether "Service Only" or not; and (c) no assignee of us shall be a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Agreement without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Agreement. (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) the portion of the Rental Payment which relates to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment.

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

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

8. **INSURANCE/COLLATERAL PROTECTION.** You agree (a) to keep the Equipment fully insured through a carrier acceptable to Us against loss at its replacement cost, with us named as loss payee; (b) you also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Agreement (or at commencement if we so elect), and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Agreement (or at commencement if we so elect), we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us for the insurance premiums and related charges on which we may make a profit and you acknowledge the premiums may be higher than the premiums that you would pay if you placed the insurance independently, and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 3% per year, provided we elect to apply this subsection A. (B) We may bill you and you shall pay us a monthly property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk or other costs. We may make a profit on this program. Provided you are current in paying the property damage surcharge and all other obligations under this Agreement at the time of a loss (intentional acts are not included), the remaining balance owed on this Agreement will be forgiven, provided we elect to apply this subsection B. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.**

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

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Rental Payments, Overage Copy Charges and other charges; (ii) the present value of all remaining Rental Payments and other charges, discounted at the rate of 3% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least 30 days prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either: (a) return all, but not less than all, of the Equipment at your expense; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE for the Fair Market Value, plus applicable sales and other taxes. **IF YOU FAIL TO PROVIDE US WITH SUCH 30 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO EITHER RETURN THE EQUIPMENT, OR PURCHASE ALL OF THE EQUIPMENT AT THE END OF THE TERM OF THIS AGREEMENT, THEN THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS (THE "RENEWAL TERM")** and all of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Rental Payments, Overage Copy Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). If you are in default, or at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

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

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Agreement and by so doing you will not violate any law or agreement; and (b) this Agreement is signed by your authorized officer or agent. This Agreement is the entire agreement between us, and cannot be modified except by another document signed by us. This Agreement is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history, and account information to credit reporting agencies and our assignees, potential purchasers or investors, and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. At our sole discretion, we may permit the early termination of this Agreement. If permitted, you agree to pay us a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A (508-522) OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR THE SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Agreement is reflected in the Rental Payment.

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



Impact Networking, LLC will buyout the remaining contract agreement between multiple vendors and Village of Thornton. In agreement with Melissa Wiak of Village of Thornton.

Impact Networking, LLC will assist navigating the return of the current equipment at the Village of Thornton
(restrictions may apply if there are specific requirements from current print vendors)

This will go into effect when contract has been signed and received by Impact Networking, LLC.

Signature

Name & Title

Date

Signature

Kevin Dougherty

Name & Title

Date