



MAP Agreement

APPLICATION NO. 2662359

AGREEMENT NO.

Meter Reading Contact Person: Terry Mcewen terry.mcewen@isd709.org

Managed Account Program

Phone: 800.892.8548 | Fax: 800.847.3087

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Marco Technologies LLC.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NUMBER, START METER COLOR, START METER BW. Contains 5 rows of equipment details.

Minimum Payment* \$ 5,737.00

B&W Print Allowance 1,200,000

Excess B&W Print Charge* \$ 0.002790

*plus applicable taxes

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)



Do you wish to enroll in the Marco Support Desk for equipment listed herein? Yes OR No

Number of Devices Enrolled: []

Marco Support Desk Device Monthly Fees

Table with columns: 1 - 5 Devices: \$10, 6 - 15 Devices: \$20, 16+ Devices: \$30. Includes explanatory text about enrollment.

FREQUENCY OF MINIMUM PAYMENT

Please Check One: [x] Monthly [] Quarterly [] Semi-Annually [] Annually

METER READING FREQUENCY

Please Check One: [] Monthly [x] Quarterly [] Semi-Annually [] Annually

TERM AND PAYMENT SCHEDULE

Term in Months 48

SUPPLIES COVERAGE LEVELS

Please Check One: [x] All Inclusive [] HP OEM [] No Supplies Included

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Signature line for Marco Technologies LLC with fields for OWNER, SIGNATURE, TITLE, and DATED.

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

Signature line for Independent School District No. 709 with fields for INDEPENDENT SCHOOL DISTRICT NO. 709, CUSTOMER, SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Signature line for Independent School District No. 709 with fields for INDEPENDENT SCHOOL DISTRICT NO. 709, CUSTOMER, SIGNATURE, TITLE, and DATED.

41-6003776 TONY KELEKOVICH

FEDERAL TAX I.D. # PRINT NAME

1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto (the "Equipment") and/or agree that you have requested that we finance certain licensed software and services for you ("Financed Items"), which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement which is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. All other modifications to the Agreement must be in writing signed by each party. This Agreement becomes valid upon execution by us and will begin on the date the Equipment is delivered to you, as stated in the packing list, or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 12-month term(s) unless you (a) provide us written notice between 90 and 150 days (before the end of any term) that you want to return the Equipment and (b) you timely return the Equipment in accordance with paragraph 3 of this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
2. **RENT, TAXES AND FEES:** You agree to pay the amounts payable under the terms of this Agreement (each, a "Payment") when due, plus any applicable sales, use and property taxes. If more than one Minimum Payment is listed on the first page or on the attached Schedule(s), you agree that you are obligated to pay the sum of the Minimum Payments. The Minimum Payment will be adjusted proportionately upward or downward, as necessary, to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. You agree to pay us an origination fee of up to \$125 for all closing costs. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You cannot pay off this Agreement or return the Equipment prior to the end of the term without our consent. If we consent, we may charge you, in addition to the other amounts owed, an early termination fee equal to 5% of the price of the Equipment. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** We are the owner of the Equipment and have sole title to the Equipment (excluding Financed Items). We do not own any software that is included with the Financed Items and cannot transfer any interest in such software to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you agree to return all but not less than all of the Equipment (excluding Financed Items) and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1).
4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk of loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain general public liability insurance acceptable to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we have the option, but not the obligation, to 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 secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or destruction of or damage to the Equipment will relieve you from your payment obligations under this Agreement. If the Equipment is destroyed and we have not otherwise agreed in writing, at our election, you will either repair or replace the damaged/destroyed Equipment with comparable equipment acceptable to us, or pay to us (a) all past due amounts and (b) all remaining Payments for the unexpired term, plus our booked residual (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.
5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** We may sell, assign, or transfer our rights under this Agreement, in whole or in part, without notice. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations (including but not limited to, any obligation to provide maintenance or supplies for the Equipment or Marco Support Desk services) and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations within the Agreement.
6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay the Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: 1) the greater of 5% of the Payment which is late or \$20.00 or 2) if less, the maximum charge allowed by law. If you are ever in default, at our option, we may require that you pay 1) all past due amounts, and 2) all remaining Payments for the unexpired term, plus our booked residual (both discounted at 2%). We may recover interest on any unpaid amount, from the due date, at the rate of 18% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) at your expense, return the Equipment to us at a location we specify, and (2) immediately stop using any Financed Items. In the event of any dispute or enforcement of our rights under this Agreement, you agree to pay our reasonable attorneys' fees (including those incurred before or at trial, on appeal or in any other proceeding), actual court costs, any other collection costs and repossession costs. The net proceeds of the sale of any Equipment, if any, will be credited against the amounts you owe us under this Agreement. **WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.
8. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement.
9. **WARRANTY DISCLAIMERS: YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU ARE UNCONDITIONALLY OBLIGATED TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
10. **LAW, JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the state of our principal place of business or, if we assign this Agreement, our assignee, and adjudicated in a federal or state court in such state. You consent to jurisdiction and venue in such state and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**
11. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, and, if indicated by the selection of a Supplies Coverage Level on the first page of this Agreement, maintenance (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation. Paper, staples and MICR cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. If included, the amount payable under this Agreement for supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. If your toner and developer usage exceeds the average page coverage amount, we in our sole discretion reserve the right to increase the amount payable under this Agreement for supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. We may charge you a monthly supply freight fee to help offset our costs of delivering supplies to you.
12. **EXCESS CHARGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures and provide us with periodic meter readings on the Equipment. If we are unable to gather a meter reading from you using your preferred method of collection after 3 attempts, you will be assessed a \$3 fee per month per device to collect your reads. If you make more than the applicable allowed prints in any period, you agree to pay us an additional amount equal to the number of excess prints made during such period, multiplied by the applicable Excess Print Charge. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s).
13. **SUPPLIES LEVEL COVERAGE INFORMATION:** All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. B&W Inclusive is defined as only including black toners, black developers, black drums and black drums kits. Cyan, magenta and yellow toners, developers, drums and drums kits are not included. No Supplies Included is defined as not including any toners, developers, drums or drums kits.
14. **MARCO SUPPORT DESK:** If you selected "yes" on page 1, the charges established by this Agreement include payment for Marco Support Desk, Monday-Friday from 8:00 am to 5:00 pm CST. Marco Support Desk is included for all Equipment listed on this Agreement and is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates. Such Marco Support Desk is separate and distinct from this Agreement and shall not affect your obligations under this Agreement in any way. You agree to pay all amounts owing under this Agreement regardless of any claim you may have against us relating to the Marco Support Desk.
- Marco Support Desk includes the following:
- Changes to your network such as: replaced or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a best attempt to reconfigure scan to email for changes made by your Internet Service Provider.
 - Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software.
 - New or upgraded end user software that results in printing issues requiring updating print drivers or configurations; Additional training sessions for key operators and/or end users; Other printing or scanning software related issues as it applies to the imager(s).