
MEMO

APPROVED
5/16/2022



DATE: May 6, 2022
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Imagenet Consulting, LLC

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Equipment Lease and Service Agreement between the Board of County Commissioners on behalf of the Tulsa County Administrative Services and Imagenet Consulting, LLC for lease and service of seven (7) Canon Imageformula DR-G2140 scanners to be located at 218 W 6th Street, Tulsa, OK 74119 Room 271 for a cost of \$3016.23 per month as further described in the attached.

Respectfully submitted for your execution and approval.

MME / jdf

SUBMITTED FOR: The May 16, 2022 BOCC meeting agenda.

CMF# 20220825

913 North Broadway Oklahoma City, Ok 73102 Phone 405.232.1264 Fax 405.236.3334

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to ImageNet Consulting, LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME: BOARD OF COUNTY COMMISSIONERS TULSA COUNTY; STREET ADDRESS: 218 W 6TH RM 251; CITY: TULSA; STATE: OK; ZIP: 74119; PHONE: 9185965881; BILLING NAME: BOARD OF COUNTY COMMISSIONERS TULSA CO ADMIN SVC ATTN: VICTORIA WILSON; E-MAIL: vmwilson@tulsacounty.org

EQUIPMENT DESCRIPTION

See Attached Schedule A

TERM AND PAYMENT INFORMATION

36 Payments* of \$ 3,016.23

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

- [X] Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.
[] Purchase all of the Equipment for \$1.00.

Customer's Initials

Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

ImageNet Consulting, LLC; SIGNATURE: Wendy McDuffie; TITLE: CA; DATED: 04/21/22

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.

BOARD OF COUNTY COMMISSIONERS TULSA; SIGNATURE: Stan Sallee; TITLE: Chairman Pro Tem; DATED: 5/16/2022

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

BOARD OF COUNTY COMMISSIONERS TULSA; SIGNATURE: Stan Sallee, Chairman Pro Tem; ACCEPTANCE DATE: 5/16/2022

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, we may, at our sole discretion, charge you one of the following amounts (and you agree to pay such amount): a) a late charge equal to the higher of 10% of the Payment which is late or \$26.00; or b) interest on the past due amount at the rate of one- and one-half percent (1.5%) per month; or c) if less, the maximum late charge/interest rate, as the case may be, allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable sale and use taxes, personal property taxes, and all other taxes and charges including assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request, which may include a fee for the administrative fee for the collecting and administering any taxes, assessments or fees and remittance of the same to the appropriate authorities. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the commencement of this Agreement arising out of your acts or omissions. You agree to pay us a yearly processing fee of up to \$125 per asset for personal property taxes we pay related to the Equipment. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

CMF# 20220825

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other equipment lease or equipment loan agreement with us. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory 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 do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (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 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. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. 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 6% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** 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, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 6%. Any proceeds of insurance will be paid to us and credited against the Loss. 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 a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or 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 fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 6%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** 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 is 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-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is purchased or returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment 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, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** 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 customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when (i) manually or electronically countersigned by us or attached to our original signature counterpart and (ii) in our possession or control shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. To the extent this Agreement constitutes chattel paper, a security interest may only be created in the sole 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. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL 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. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

APPLICATION NO.

AGREEMENT NO.
500-50390202

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **ImageNet Consulting, LLC**.

CUSTOMER ACCEPTANCE

This Schedule "A" and the below information is hereby verified as correct by the undersigned Customer.

BOARD OF COUNTY COMMISSIONERS TULSA COUNTY

X  Pro Tem

Attest:  

5/16/2022

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

TERM AND PAYMENT INFORMATION

36

Payments* of \$

\$3,016.23

If you are exempt from sales tax, attach your certificate.

**plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

EQUIPMENT DESCRIPTION

Equipment Location TULSA COUNTY RECORDS - 218 W 6TH RM 271 TULSA, OK 74119

<u>Make</u>	<u>Model</u>	<u>Serial</u>	<u>Location</u>	<u>Phone</u>	<u>Email</u>
Canon	CANON IMAGEFORMULA DR-G2140 SCANNER		TULSA COUNTY RECORDS	9185965881	jpeak@tulsacounty.org
Canon	CANON IMAGEFORMULA DR-G2140 SCANNER		TULSA COUNTY RECORDS	9185965881	jpeak@tulsacounty.org
Canon	CANON IMAGEFORMULA DR-G2140 SCANNER		TULSA COUNTY RECORDS	9185965881	jpeak@tulsacounty.org
Canon	CANON IMAGEFORMULA DR-G2140 SCANNER		TULSA COUNTY RECORDS	9185965881	jpeak@tulsacounty.org
Canon	CANON IMAGEFORMULA DR-G2140 SCANNER		TULSA COUNTY RECORDS	9185965881	jpeak@tulsacounty.org
Canon	CANON IMAGEFORMULA DR-G2140 SCANNER		TULSA COUNTY RECORDS	9185965881	jpeak@tulsacounty.org
Canon	CANON IMAGEFORMULA DR-G2140 SCANNER		TULSA COUNTY RECORDS	9185965881	peak@tulsacounty.org

APPROVED AS TO FORM:
Nicholas Williams
 Digitally signed by Nicholas Williams
 Date: 2022.05.05 10:56:35 -05'00'
 ASSISTANT DISTRICT ATTORNEY

LEASE AGREEMENT ADDENDUM

This Lease Agreement Addendum ("Addendum") is made part of and amends that certain Lease Agreement dated as of May 16, 2022 ("Agreement") by and between ImageNet Consulting, LLC ("Lessor") and Board of County Commissioners of the County of Tulsa ("Customer"). Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. Section 1. AGREEMENT: The section is amended to state in its entirety: "You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, together with any attached addendums or amendments, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by both parties. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you in writing. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law."

2. Section 2. OWNERSHIP, PAYMENTS, TAXES AND FEES: The section is amended to state in its entirety: "We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. As agreed in writing by the parties, the Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. Unless a valid tax exempt certificate is provided, you shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement."

3. Section 4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: The section is amended to state in its entirety: "Unless self-insured, you agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory 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. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** To the extent permitted by law, and without waiver of any sovereign immunity rights, Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to Lessee's agents or employees or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of the Lessee, its officers, employees and agents. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. Any proceeds of insurance will be paid to us and credited against the Loss."

4. Section 5. ASSIGNMENT: The section is amended to state in its entirety: **"YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. The parties acknowledge and agree that the Agreement has been assigned to De Lage Landen Financial Services, Inc. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns."
5. Section 6. DEFAULT AND REMEDIES: The section is amended to state in its entirety: "You will be in default if: (i) you do not pay any Payment or other sum due to us or 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; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. To the extent permitted by law and as outlined in the Fiscal Funding Addendum, if you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 6%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee, as awarded by a court of competent jurisdiction. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** 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 is 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-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.”

6. Section 8. END OF TERM: The section is amended to state in its entirety: “Unless the purchase option is \$1.00, at the end of the initial term or any subsequent renewal term, this Agreement shall renew, subject to annual fiscal appropriations, for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 30 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is purchased or returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment 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, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent, subject however to applicable law. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.”
7. Section 10. MISCELLANEOUS: The section is amended to state in its entirety: “Unless otherwise stated in an addendum hereto, the parties agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when (i) manually or electronically countersigned by us or attached to our original signature counterpart and (ii) in our possession or control shall constitute the sole original chattel paper as defined by the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. 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 that this Agreement or any related documents that you or we executed or authenticated by electronic or digital means or that you used a facsimile or other electronic means to transmit your signature on such documents are valid and enforceable. 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, subject however to approval by proper authority. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and

signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.”

- 8. Section 12. LAW; JURY WAIVER: The section is amended to state in its entirety: “This Agreement will be governed by and construed in accordance with the law of the state of Oklahoma. You consent to jurisdiction and venue of the state or federal court located in Tulsa County, Oklahoma. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**”

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.

In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the dates set forth below.

Dated: 5/16/2022

Customer:
Board of County Commissioners of the County of Tulsa

By: *Stan Sallee*
Print Name: Stan Sallee
Title: Chairman Pro Tem



Attest: *Nicholas Williams*

Dated: 04/21/22

Lessor:
ImageNet Consulting, LLC

By: *Wendy McDuffie*
Print Name: Wendy McDuffie
Title: CA

APPROVED AS TO FORM:
Nicholas Williams
Digitally signed by Nicholas Williams
Date: 2022.05.05 10:56:55 -05'00'
ASSISTANT DISTRICT ATTORNEY

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name <u>Board of County Commissioners Tulsa County, OK</u> DBA Name (If Any) _____
	Billing Address <u>218 West 6th, Room #251</u> Phone Number <u>9185965881</u>
	City <u>Tulsa</u> County <u>Tulsa</u> State <u>OK</u> Zip Code <u>74119</u>
	Agreement Number <u>500-50390202</u> Agreement Date <u>5/16/2022</u>

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

APPROVED AS TO FORM:
Nicholas Williams
 ASSISTANT DISTRICT ATTORNEY

Digitally signed by
 Nicholas Williams
 Date: 2022.05.05
 10:57:16 -05'00'

Attest: *Nicholas Williams*



CUSTOMER SIGNATURE	Signature X <u><i>Stan Sallee</i></u> (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
	Print Name <u>Stan Sallee</u>
	Title <u>Chairman Pro Tem</u> Date <u>5/16/2022</u>
	Name of Government Entity <u>Board of County Commissioners Tulsa County, OK</u>

ACCEPTED BY COMPANY	Signature X <u><i>Wendy McDuffie</i></u>
	Print Name <u>Wendy McDuffie</u>
	Title <u>CA</u> Date <u>04/21/22</u>
	Name of Corporation or Partnership <u>imageNet Consulting, LLC</u>

17ANC016v2

AMENDMENT TO FISCAL FUNDING ADDENDUM

This Amendment is made part of the Fiscal Funding Addendum ("FFA") by and between Tulsa, County of ("Customer") and ImageNet Consulting, LLC ("Company") dated May 16, 2022. The words "you" and "your" refer to the Customer and the words "we", "us" and "our" refer to the Company. Unless otherwise defined herein, capitalized terms shall have the same meaning given to them in the FFA.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the FFA, it is hereby agreed as follows:

- A. Paragraph 1, sentence 2 is amended as follows: "If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period (a "Non-Appropriation Event"), effective thirty (30) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date."
- B. Paragraph 1, sentence 3 is amended as follows: "As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (3) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation date and Lessee retains all rights under 62 O.S. 430.1 and applicable law."
- C. Section (a) is amended as follows: "Lessee is a political subdivision duly organized and existing under the constitution and laws of the State."
- D. Section (f) is deleted in its entirety
- E. The second to last sentence is amended as follows: "This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience; however Lessee has rights to terminate for a Non-Appropriation Event as set forth herein."

Except as expressly provided herein, no other term, condition, provision or covenant of the FFA is changed, modified, amended or altered, nor are any of Company's or its assigns' rights or remedies under the FFA, at law or equity, modified, waived, discharged or forgiven.

A facsimile copy of this Amendment containing Customer's signature may be treated as an original and be admissible in court as evidence of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Agreed and Accepted:

Tulsa, County of

Stan Sallee
Signature

Stan Sallee

Print Name

Chairman Pro Tem

5/16/2022

Title Date

Attest: *Nicholas Williams*

APPROVED AS TO FORM:

Nicholas Williams
Digitally signed by Nicholas Williams
Date: 2022.05.05 10:57:31 -05'00'

ASSISTANT DISTRICT ATTORNEY

ImageNet Consulting, LLC

Wendy McDuffie
Signature

Wendy McDuffie

Print Name

CA

04/21/22

Title Date



Customer Information

Service Agreement # 405572

Legal Name:	Board of County Commissioners Tulsa County, OK						
Billing Address:	218 W 6 th , Room 251						
City:	Tulsa	State:	OK	Zip:	74119	Main Phone #:	918-596-5881
Equipment Address:	218 W 6 th Records Room 271						
City:	Tulsa	State:	OK	Zip:	74119	Phone #:	918-596-5881
Main Contact:	Victoria Wilson	E-Mail:	vwilson@tulsacounty.org		Phone:	918-596-5881	Ext:
Meter Contact:	Jeff Peak	E-Mail:	jpeak@tulsacounty.org		Phone:	918-596-5870	Ext:
A/P Contact:	Victoria Wilson	E-Mail:	vwilson@tulsacounty.org		Phone:	918-596-5881	Ext:

Equipment Description

Make	Model	Serial #	Make	Model	Serial #
Canon	DRG-2140 Scanner	TBD	Canon	DRG-2140 Scanner	TBD
Canon	DRG-2140 Scanner	TBD	Canon	DRG-2140 Scanner	TBD
Canon	DRG-2140 Scanner	TBD	Canon	DRG-2140 Scanner	TBD
Canon	DRG-2140 Scanner	TBD			

Agreement Terms

Term in Months	Base to be billed in advance:	Overages/Images to be billed:
36	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly

Service Plan

Base Payment & Overage / Cost per Image Terms

<input type="checkbox"/> = Parts, Drums & Labor	<p>Monthly Base Charge: \$490.00 Total for all 7 Scanners</p> <table border="1"> <tr> <td>BW images included:</td> <td>0</td> <td>images/overages billed @:</td> <td>N/A</td> <td>per image</td> </tr> <tr> <td>Color images included:</td> <td>0</td> <td>images/overages billed @:</td> <td>N/A</td> <td>per image</td> </tr> </table>	BW images included:	0	images/overages billed @:	N/A	per image	Color images included:	0	images/overages billed @:	N/A	per image
BW images included:		0	images/overages billed @:	N/A	per image						
Color images included:		0	images/overages billed @:	N/A	per image						
<input type="checkbox"/> = Parts, Drums, Labor & Toner											
<input checked="" type="checkbox"/> = Parts, Labor & Rollers											
<input checked="" type="checkbox"/> = OEM Supplies <input type="checkbox"/> = Compatible Supplies											

Standard Services


- Implementation:** ImageNet Consulting, LLC will inspect any existing equipment currently located at Customer's site and is to be covered under this Agreement to determine that it is in good mechanical condition prior to this Agreement's Effective Date. Should the equipment require significant repair or overhaul, such repairs may be charged to the Customer at current ImageNet Consulting, LLC rates. Such repairs will be performed and charged only upon agreement of both parties. Any new equipment to be installed by ImageNet Consulting, LLC as part of this agreement will be covered upon installation and execution of this agreement.
- Quick-Response Technical Service:** In accordance with the selected "Service Plan" listed above ImageNet Consulting, LLC will provide service and all maintenance, including unlimited service calls, parts (as classified by the manufacturers) and consumable supplies including: maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner on the equipment listed above or attached schedule(s) for the term of the Agreement with the following stipulations and exceptions.
- Quality Assurance:** ImageNet Consulting, LLC will ensure reasonable equipment uptime through ImageNet Consulting, LLC performance management and reporting tools. Performance reviews may be scheduled at Customer's request.
- Web-Based Support Services:** ImageNet Consulting, LLC will provide its standard web-based support services including but not limited to: service call dispatch, supply orders, and meter-read input available at www.imagenetconsulting.com.
- Meter Reading:** Customer may report meters either by phone, email, facsimile, or ImageNet Consulting, LLC on-line web-reporting tool. ImageNet Consulting, LLC may activate and use monitoring software to provide meter readings as well as report service issues and provide supply levels for networked equipment. A key Customer contact will be responsible for providing access to allow ImageNet Consulting, LLC to collect meters when needed. If no meter is received, ImageNet Consulting, LLC reserves the right to utilize past meters to estimate any required meter in order to process billing.
- Correspondence:** All correspondence relating to the notifications within this agreement are to be sent via registered letter to the Contracts Department at: 913 N. Broadway, Oklahoma City, OK 73102 attention Contracts.

Key Contact: Customer agrees to make available and designate a key contact for general administration of this Agreement. If the employment status of Customer key contact changes so as to affect the contact's availability to perform this assignment, Customer shall promptly inform ImageNet Consulting, LLC and replace with a new key contact.

Software & Connectivity: ImageNet Consulting, LLC will connect up to four (4) workstations during initial installation; additional workstations will be subject to additional charges. ImageNet Consulting, LLC will provide to customer a Connectivity Information Sheet ("CIS") prior to installation of any equipment that requires software or connectivity. The CIS form will cover the entire scope of work to be performed during the initial set up of the equipment. Issues relating to software and/or connectivity within the installation scope of work after ninety (90) days of the initial set up are independent of this agreement. At the Customer's request ImageNet Consulting, LLC will provide a new scope of work related to any issues that arise after ninety (90) days of the initial install. Any additional charges that may apply will not be performed unless both parties have agreed to and executed a new scope of work.

TIPS Contract #180103 Initial _____

Board of County Commissioners Tulsa County, OK Authorized Signature: APPROVED AS TO FORM: Nicholas Williams Digitally signed by Nicholas Williams Date: 2022.05.05 10:57:50 -0500 ASSISTANT DISTRICT ATTORNEY	ImageNet Consulting, LLC Authorized Signature: MGR <i>Kyle Weirich</i>
<i>[Signature]</i> Pro Tem Accepted by: _____ Title: _____ Date: 5/16/2022	Accepted by: _____ Title: _____ Date: 04/27/22

Attest: *[Signature]* 

Standard Terms & Conditions

1. General

- a. Upon request ImageNet Consulting, LLC will supply the manufacturer's suggested yield and fill rates. If the supply consumption exceeds the manufacturer's suggested yield and fill rates by more than twenty percent (20%) ImageNet Consulting, LLC may assess a surcharge equal to the manufacturer's suggested retail price (MSRP) of the additional usage.
- b. ImageNet Consulting, LLC may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected.
- c. ImageNet Consulting, LLC will not be obligated to provide service on Printers or Multi-Function Printers (MFP) where Customer uses (i) supplies; (ii) printer parts; or (iii) paper that does not meet manufacturer's specifications and/or Customer uses supplies or spare parts not obtained through ImageNet Consulting, LLC. ImageNet Consulting, LLC may charge its standard hourly rates to repair Printers or MFPs with service problems as a result of Customer's misuse of these items. The term supplies includes: toner, staples, developer, drums and supply modules.
- d. If the Equipment is modified, altered, or serviced by personnel other than ImageNet Consulting, LLC representative, ImageNet Consulting, LLC may charge Customer for any damage resulting from such modification, alteration, or improper service.
- e. ImageNet Consulting, LLC will not be responsible for delays, inability to provide service calls due to strikes, accidents, acts of God or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
- f. In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through ImageNet Consulting, LLC.
- g. In the event of rising fuel costs ImageNet Consulting, LLC reserves the right to add a fuel charge to the monthly, quarterly or annual invoice.
- h. If applicable Customer may exercise the right to reduce the "Base Charge" and "images included" by up to 10%. A reduction of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.

2. Coverage Excluded: This Agreement excludes the following unless otherwise specified:

- a. Paper and staples;
- b. Any and all equipment not listed on Schedule A or on front of this agreement; external cards, hard drives or supplemental hardware; and software;
- c. Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at the Customer's request and does not effect this Agreement.
- d. Items damaged by Customer, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the Customer at current ImageNet Consulting, LLC rates.
- e. It is client's responsibility to insure that any connected device meets with their network security policy, included but not limited to any malware protection.

3. Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:

- a. Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
- b. Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the Scope of Services Agreement, Equipment must be operated on an isolated electrical line.
- c. Equipment must be operated within the specified operational (including usage) specifications.
- d. Only ImageNet Consulting, LLC furnished supplies and parts may be used on the Equipment.
- e. ImageNet Consulting, LLC supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested MSRP.

4. Additional Equipment: Customer must immediately notify ImageNet Consulting, LLC upon installation and network connection of any additional equipment at Customer's site capable of using ImageNet Consulting, LLC supplied toner cartridges. Upon installation, such equipment will automatically be included as the Equipment under this Agreement and billed accordingly to Customer.

5. Back Orders. Unless otherwise noted within this agreement ImageNet Consulting, LLC may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.

6. Term: This Agreement will begin on the Effective Date and continue for a term designated in the Agreement Terms section of this Agreement (the "Initial Term"). This Agreement may renew annually upon mutual agreement of both parties; unless Customer provides written notice to ImageNet Consulting, LLC of its intent to cancel the Agreement at least thirty (30) days prior to the last day of the then current term. ImageNet Consulting, LLC may cancel this Agreement at the end of each term without written notice. ImageNet Consulting, LLC reserves the right to increase contract rates annually, not to exceed 0% of the previous Base Coverage & Excess terms.

7. Payment: Payment is due thirty (30) days from date of invoice. Customer will pay all federal, state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement.

8. Assignment: ImageNet Consulting, LLC may sell, assign or transfer this Agreement, without notice. Customer agrees that if ImageNet Consulting, LLC sells, assigns or transfers this Agreement, the new owner will have the same rights and benefits that ImageNet Consulting, LLC now has. Customer agrees that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, ImageNet Consulting, LLC agrees to remain responsible for our obligations hereunder. Customer may not sell, transfer and/or assign this Agreement without the prior written consent of ImageNet Consulting, LLC, such consent not to be unreasonably withheld.

9. Miscellaneous: This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.

10. Breach or Default: If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) ImageNet Consulting, LLC may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates **Jurisdiction:** This Agreement will be governed by and construed according to the laws of the State of Oklahoma applicable to agreements wholly negotiated, executed and performed in Oklahoma. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officers of ImageNet Consulting, LLC and the Customer.

11. OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, IMAGENET CONSULTING, LLC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. SAVE AND EXCEPT FOR IT'S OWN NEGLIGENCE OR WILLFUL CONDUCT, IMAGENET CONSULTING, LLC WILL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THERETO.

Initial _____