

The words "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Lessor**," "**we**," "**us**" and "**our**" refer to **PERRY proTECH, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME

Tiffin City School District

STREET ADDRESS

244 South Monroe Street

CITY STATE ZIP PHONE FAX

Tiffin OH 44883-2906 419-447-2515

BILLING NAME (IF DIFFERENT FROM ABOVE)

Tiffin City School District

BILLING STREET ADDRESS

244 South Monroe Street
Tiffin, OH, 44883-2906

CITY STATE ZIP E-MAIL

Tiffin OH 44883-2906

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

244 South Monroe Street Tiffin OH 44883-2906

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

See Schedule A for Details

SERIAL NO.

STARTING METER

NOT
FINANCED
UNDER THIS
AGREEMENT

See Schedule A for Details

See Schedule A for Details

See Schedule A for Details

See Schedule A for Details

See Schedule A for Details

See Schedule A for Details

See Schedule A for Details

☐ See attached Schedule A

☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of \$ \$6,436.85

*plus all applicable taxes, fees, charges and other amounts due under this Agreement

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

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

Payment includes 380,000 B&W clicks per month

Overages billed Annual at \$ 0.003 per B&W click*

Payment includes 0 Color clicks per month

Overages billed Monthly at \$ 0.03 per Color click*

Payment includes 6,500 B&W prints per month

Overages billed Monthly at \$ 0.01215 per B&W print*

Payment includes 1,500 Color prints per month

Overages billed Monthly at \$ 0.045 per Color print*

Payment includes TOT clicks per month

Overages billed Monthly at \$ per TOT click*

By initialing here, you agree that toner and developer are not included with the TOT clicks.

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

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

LESSOR ACCEPTANCE

PERRY proTECH, Inc.

LESSOR

SIGNATURE

TITLE

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. UPON YOU SIGNING BELOW, YOUR PROMISES IN THIS AGREEMENT WILL BE IRREVOCABLE AND UNCONDITIONAL IN ALL RESPECTS.

Tiffin City School District

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

TERMS AND CONDITIONS

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 leasing of the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, 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. (Continued on Page 2)

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, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge 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 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. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. 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. 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 agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. 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, to do so as provided in either (A) or (B) below, 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 an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may 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, renting, 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 2%. 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 permitted 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; (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 2%. 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 12-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 until the Equipment is purchased or returned. 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.**

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: (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. 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. WE DO NOT TAKE RESPONSIBILITY 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 its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or 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.**

13. MAINTENANCE AND SUPPLIES: Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer unless otherwise agreed to ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of clicks/prints shown on page 1 for each applicable click/print type. Regardless of the number of clicks/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You can submit your meter readings through the web at www.perryprotech.com or by fax at 419.224.8128. If you fail to provide meter readings in a timely fashion, Supplier, at its discretion, may estimate all necessary meter readings. If meter readings are estimated and rebilling for actual meter reads is requested by you, you may be assessed an administrative fee for each meter affected. Meter readings may be obtained remotely under certain circumstances and you consent to Supplier's ability to obtain remote meter readings. You agree to pay the applicable overage charge for each metered click/print that exceeds the applicable minimum number of clicks/prints. Clicks/prints made on equipment marked as not financed under this Agreement will be included in determining your click/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. 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.

Maintenance Agreement Terms & Conditions

- 1) General Scope of Coverage. This Agreement covers both the labor and the parts (excluding parts and supplies listed as Consumables below) for maintenance as necessitated by the normal use of the equipment. Parts replaced become the property of PERRY proTECH. Damages to the equipment caused by accident, neglect, misuse, altering of equipment, unfavorable or adverse environmental conditions, electric current fluctuations, work performed by other than PERRY proTECH personnel, or any force of nature, or any other cause out of PERRY proTECH's control are not covered. Operator Error Calls and Computer Network problems are not in the Scope of Services. You are responsible for daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, etc.
- 2) For the purposes of this agreement the definition of a "click" is the output of a single side of media less than or equal to 8.5" x 11" unless it is on a "Wide Format" device where it is defined as 1 square foot of paper passed. 8.5 x 14 and larger shall be charged at 2 Clicks. The definition of a "scan" is the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. In the event that scans exceed click output, Perry proTECH reserves the right to charge for scans at 1 click each.
- 3) Service calls under this Agreement will be made under normal business hours of 8:00 A.M. to 5:00 P.M. (Eastern Time Zone) Monday through Friday, excluding PERRY proTECH observed holidays. PERRY proTECH shall not be liable for non-performance or a delay in performance under this agreement if due to force majeure or contingencies or causes beyond the reasonable control of PERRY proTECH or its suppliers. PERRY proTECH shall not be in breach of this Agreement due to a supplier's inability to provide parts and/or supplies. All other service calls will be charged for portal to portal at the overtime rates in effect at the time the service call is made.
- 4) This Agreement shall be invoiced for and commence upon the date of Delivery and Acceptance and shall continue for the total commitment of this Agreement. This Agreement shall be automatically renewed for successive similar periods or commitments, at the then current rate, unless either party gives written notice to the other party Ninety (90) days in advance of the expiration date or commitment attainment of its intention to cancel this Agreement. The terms and conditions will be those in effect at the time of renewal. PERRY proTECH may impose a surcharge in the event of any increase in the cost of fuel, utilities, parts, supplies, labor, and/or other third party-imposed price increases. All supplies remain the property of PERRY proTECH until installation in a machine. In the case of cancellation, for any reason, You agree to return, or pay for, all unused supplies covered under this Agreement to PERRY proTECH. Base and overage rates may be increased at the time of each renewal. In the case of leased equipment, the minimum monthly lease payment shall not include a maintenance component, and as such, PERRY proTECH shall not be obligated to maintain the equipment as part of the lease agreement. Instead, You agree that by the inclusion of this document, you and PERRY proTECH have entered into a separate and distinct Maintenance Agreement, which shall be in effect for the full term of the lease agreement and any failure on your part to make payments as they become due, shall constitute a breach of both.
- 5) You are required to submit monthly meter readings to PERRY proTECH. PERRY proTECH will provide software for the purpose of automatically collecting and reporting meter readings, reporting of supply levels and remote diagnostic repairs. Customer authorizes and agrees to the installation of this software throughout this Agreement. In the event the software installation is declined, the submission of meter reading is required, and an administrative fee will be assessed for managing the manual retrieval and entry for these meters.
- 6) ALL METER OVERAGES ARE DUE PERRY PROTECH WHEN BILLED. If the customer fails to provide meter readings in a timely fashion, PERRY proTECH, at its discretion, will estimate all necessary meter readings. If the customer disputes invoices generated from estimated reads and rebilling is required, the customer will be assessed an administrative fee for each meter affected. Any disputed meter read must be disputed within 90 days of the date of the invoice.
- 7) Equipment covered under this Agreement must be in good condition according to PERRY proTECH and manufacturer's specifications, before it can be accepted for maintenance. You agree to pay for a preventative maintenance check and for all parts and labor required to bring the equipment up to PERRY proTECH and manufacturer's specifications.
- 8) You must provide a reasonable working atmosphere for servicing the equipment, i.e. access to all sides of the equipment or a movable stand to facilitate handling and provide suitable electrical service in accordance with U/L and manufacturer's requirements. The customer also agrees to make available and designate a qualified individual for key-operator training on the equipment.
- 9) The equipment is designed to give excellent performance with PERRY proTECH provided supplies and with papers that meet the manufacturer's specifications. PERRY proTECH will provide customer an on hand stock of supplies for up to Thirty (30) days, based on historical or anticipated usage. If the customer uses other than PERRY proTECH provided supplies or any papers or media that do not meet the manufacturer's specifications for the equipment, and if such supplies and/or papers or media are defective or are not acceptable for use in the equipment, cause poor image quality, frequent service calls or service problems, then PERRY proTECH may at its option, terminate this Agreement or adjust the rate(s) of this Agreement. In the event of termination, by PERRY proTECH the unused portion of the maintenance charge will be forfeited, and You will be offered service on a "Per Call" basis at published rates.
- 10) Under full maintenance coverage, PERRY proTECH agrees to provide toner in sufficient quantity according to the manufacturers published yields which are based on Six (6%) percent coverage black & white and Twenty (20%) percent coverage full color. In the event that the customer's actual toner usage exceeds the manufacturer's published yields, PERRY proTECH reserves the right to address this variance by adjusting the rate(s) of this Agreement and invoicing the customer for excess toner usage. PERRY proTECH reserves the right to charge a fee to cover supply delivery and service fuel costs.
- 11) PERRY proTECH must approve, in advance, any change in location of the equipment within the facility or to another facility. If the equipment is moved to a new service zone, You agree to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If the equipment is moved beyond PERRY proTECH service territory, then PERRY proTECH may, at its option, terminate this agreement.
- 12) The removal, moving and installation of equipment are not covered nor authorized under this agreement. Any movement of equipment by the customer resulting in the need for PERRY proTECH to make equipment repair, configuration adjustments or other network services to restore functional capabilities will be billed at the current network service rates.
- 13) In the event PERRY proTECH is unable to obtain repair or replacement parts due to the limitation or discontinuation of such parts by the manufacturer and is unable to affect repairs to the equipment, PERRY proTECH will credit the unused portion of maintenance charges to the customer's account. Any such credit balance must be used toward future purchases with PERRY proTECH.
- 14) PERRY proTECH reserves the right to withhold service in the event the customer's overall account balance is delinquent based on PERRY proTECH's payment terms on any Agreement between the Parties in effect at that time. PERRY proTECH payment terms are Net Thirty (30) Days.
- 15) Changes in the operating environment, (including but not limited to changes to operating systems, network software, software application changes, and hardware or software upgrades, etc.) may result in the need for configuration adjustments or other network services to restore functional capabilities. Such services shall be at PERRY proTECH's published network service rate.
- 16) For color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at PERRY proTECH's published service rates.
- 17) The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any loss data. Under no circumstances shall PERRY proTECH be held responsible for any loss of data. It is Your obligation to remove any data prior to return of the equipment. You agree to maintain insurance on the Equipment at no less than the full purchase price, adding PERRY proTECH as an additional insured. Your insurance shall be the primary coverage for any recovery.
- 18) Other than the obligations set forth herein, PERRY proTECH DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. PERRY PROTECH SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.
- 19) This Maintenance Agreement or any portion is non-cancelable, irrevocable, and non-refundable except as specifically stated in the foregoing statements.
- 20) PERRY proTECH recognizes that it must conduct its activities in a manner designed to protect any information concerning You (such information hereinafter referred to as "Client Information") from improper use or disclosure. PERRY proTECH agrees to use its best efforts to treat Your Information on a confidential basis. PERRY proTECH agrees not to disclose Your Information to any person, firm or corporation that does not have a need to know said information. From time to time, Supplier may extend to us promotions for Equipment under this Agreement and You agree PERRY proTECH may provide Supplier information regarding the Equipment.
- 21) Where payments towards charges are made by the customer through a credit/debit card, an additional processing fee will be charged towards credit card fees.
- 22) Depending on the make and model of the equipment, Consumables may be excluded from this agreement. Consumables include, but are not limited to toner, developer, imaging units/drum cartridges, waste containers, paper, thermal paper, staples, MICR Toner, maintenance kits, print cartridges, PM kits, cleaning supplies, cutting blades, Ink, ink drums, masters, binding supplies, cleaning webs, cassettes, trays, filters.

Automated Meter Read Software Contact:	Customer Acceptance:
Phone:	Printed Customer Name:
Email:	Date:

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **PERRY proTECH, Inc.**

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
KM-bizhub C651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 651i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 551i Printer/Copier/Scanner			<input type="checkbox"/>
KM-Bizhub C451i Print/Copier/Scanner			<input type="checkbox"/>
KM-Bizhub C451i Print/Copier/Scanner			<input type="checkbox"/>
KM-Bizhub C451i Print/Copier/Scanner			<input type="checkbox"/>
KM-Bizhub C451i Print/Copier/Scanner			<input type="checkbox"/>
KM-Bizhub C451i Print/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 751i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 751i Printer/Copier/Scanner			<input type="checkbox"/>
KM-bizhub 751i Printer/Copier/Scanner			<input type="checkbox"/>
KM-Bizhub C361i Color MFP w/DF-714			<input type="checkbox"/>
LX-Lexmark XC4342 Color MFP			<input type="checkbox"/>
LX-Lexmark XC4342 Color MFP			<input type="checkbox"/>
LX-Lexmark XC4342 Color MFP			<input type="checkbox"/>
LX-Lexmark XC4342 Color MFP			<input type="checkbox"/>
LX-Lexmark XC4342 Color MFP			<input type="checkbox"/>
LX-Lexmark XM3350 B&W MFP			<input type="checkbox"/>
LX-Lexmark XM3350 B&W MFP			<input type="checkbox"/>
LX-Lexmark XM3350 B&W MFP			<input type="checkbox"/>
HP-HP X55745dn Color Printer			<input type="checkbox"/>
HP-HP X55745dn Color Printer			<input type="checkbox"/>
HP-HP X55745dn Color Printer			<input type="checkbox"/>
HP-HP X55745dn Color Printer			<input type="checkbox"/>
HP-HP X55745dn Color Printer			<input type="checkbox"/>
HP-HP X55745dn Color Printer			<input type="checkbox"/>
LX-Lexmark M3350 B&W Printer			<input type="checkbox"/>
LX-Lexmark M3350 B&W Printer			<input type="checkbox"/>
LX-Lexmark M3350 B&W Printer			<input type="checkbox"/>
LX-Lexmark M3350 B&W Printer			<input type="checkbox"/>

CUSTOMER ACCEPTANCE

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

Tiffin City School District

X

SIGNATURE

TITLE

DATED

CUSTOMER
29041 (2017)

Rev. 08/15/2018

Software Installation and Services General Terms and Conditions:

1. PERRY proTECH by its acceptance hereof, agrees to furnish to the named client (hereinafter referred to as "client") the described Software Installation and Services (hereinafter referred to as "Agreement") on the following terms at the location indicated.
2. Software Installation and Services are professional services rendered on-site or through remote communication methods by PERRY proTECH for Clients requesting assistance with configuring, installing, troubleshooting, upgrading, securing, supporting the computer software and hardware systems covered under this Agreement. Client hereby authorizes the PERRY proTECH remote access to the system.
3. Professional Services hours purchased by the client expire 12 months after the date of purchase.
4. All work shall be performed in a workmanlike and professional manner.
5. PERRY proTECH shall have the right to determine the method, details, and means of performing the work to be performed for the Client. When work is performed at Client's premises, Client shall provide a work environment which is clean, safe, and conducive to providing the required services.
6. Client agrees to remit payment to PERRY proTECH promptly for all third-party products purchased by PERRY proTECH on behalf of the client as required by the terms stated on the PERRY proTECH invoice document.
7. Annual Software Maintenance Program (AMP) fee increases by third party software providers shall be passed on to Client. Annual Software support and problem resolution requires payment of Annual Software Maintenance Program. Payment of Annual Software Maintenance program will provide access to software version updates. Installation of software updates is not covered under this agreement. Fees for software update installations will be charged at the then current rates for Professional Service Hours. Failure to pay Annual Software Maintenance Program fees will result in a discontinuation of support services and access to software updates provided by software vendors.
8. Client will not withhold payment of any amounts or otherwise default under this Agreement by reason of any claim that PERRY proTECH has failed to perform its obligation hereunder, unless Client provides PERRY proTECH with written notice of the specific alleged failure and provides PERRY proTECH thirty (30) days from receipt of certified mail to PERRY proTECH's address shown on the billing invoice to substantially cure said failure.
9. Client shall pay all collection costs incurred by PERRY proTECH in the collection of any amount due hereunder, and in the recovery of any property pursuant to or in the enforcement of rights against the Client, including attorney's fees and costs, whether or not suit is brought.
10. PERRY proTECH shall not be liable to Client for any failure or delay caused by events beyond PERRY proTECH's control, including, without limitation, Client's failure to furnish necessary information; sabotage; failures or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; Clients damage to equipment; shortages or labor, fuel, raw materials, or equipment; technical or power failures or fluctuations.
11. PERRY proTECH will not be responsible for indirect, incidental, or consequential damages including but not limited to lost profits or damages arising out of use or inability to use the computer software or equipment or lost data. PERRY proTECH's aggregate maximum liability relating to services under this Agreement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to PERRY proTECH for the portion of its services or work products giving rise to liability. Neither Client nor PERRY proTECH will be liable to the other for consequential or punitive damages (including lost profits or savings) even if aware of their possible existence.
12. Client will indemnify PERRY proTECH and hold PERRY proTECH harmless from and against any and all third-party claims, demands, actions, losses, liabilities, cost and expenses (including reasonable attorney's fees and costs) arising out of or resulting from the Client's use of the system, the performance or lack of performance of Client, or any of Client's activities under this Agreement except to the extent caused by PERRY proTECH's gross negligence or intentional misconduct.
13. PERRY proTECH makes no guarantee as to system uptime, nor can PERRY proTECH predict failures or events that may impact client systems. PERRY proTECH is not responsible for lost data. Client acknowledges its sole responsibility to and agrees to regularly back-up the system.
14. Client agrees not to directly solicit the employees of PERRY proTECH or its affiliates for employment. Except upon payment to PERRY proTECH of a fee of one (1) years compensation for said employee by cash or certified check, Client shall not hire or accept or retain as an employee or independent contractor any employee or representative of PERRY proTECH. The parties agree that the said sum of one (1) years compensation is paid PERRY proTECH as full and adequate consideration for the loss of services of such employee.
15. This Agreement shall be governed by the laws of the State of Ohio and constitutes the entire Agreement between PERRY proTECH and Client with respect to furnishing of services hereunder. No provision of the Agreement shall be deemed waived, amended, or modified by either party, unless such waiver, amendment or modification is in the writing by the party against whom it is sought to enforce the waiver, amendment, or modification. Any action arising from the terms of this Agreement shall be brought solely in the courts of Allen County, Ohio.
16. Each party will keep confidential any financial, statistical, business, technical, copyrighted, or confidential or proprietary information of the other party which may be accessed or submitted by one party to the other (including the price paid for product and/or services, any discounts, any special payment terms, and any other negotiated terms of this Agreement). And each party agrees to keep such information confidential by using the same care and discretion that is uses with similar confidential and proprietary information of its own and will instruct its personnel to do so.
17. Prevailing labor rates are included in Agreement and are subject to change from time to time at the discretion of PERRY proTECH.
18. All PERRY proTECH services are billed on a time and materials basis at the then prevailing hourly labor rate, unless otherwise specified in a separate Statement of Work or included in the Professional Services time allocated.
19. PERRY proTECH and Client shall determine the schedule of work and will use best efforts to accommodate work schedule requests. Once work is scheduled and confirmed by Client, should Client cancel or postpone the work within three (3) business days of the start date, a cancellation fee may be charged. The cancellation fee, to be determined by PERRY proTECH.
20. For any project exceeding eight (8) hours to complete, PERRY proTECH may require that Client sign a separate Statement of Work, which shall be appended to this Agreement and incorporated herein. The Statement of Work will set forth the specific services to be provided, the deliverables, the project duration/schedule, the fee for services rendered, and any other pertinent details. Any changes to the project after the Statement of Work has been signed shall require a written Change Order signed by the parties. In executing a Statement of Work, Client understands that the Terms of this Agreement will apply, except as specifically and expressly stated in said Statement of Work.
21. PERRY proTECH shall not be obligated to perform or provide services as called for in this Agreement unless the Client is current with all payments due to PERRY proTECH under this or any other agreement with the PERRY proTECH.

Client Initials _____ Date _____

REQUEST FOR CERTIFICATE OF INSURANCE (PROPERTY COVERAGE)

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	(1) KM-bizhub C651i (5) KM-Bizhub C451i
Agent:	(12) KM-bizhub 651i (3) KM-bizhub 751i
Address:	(1)KM-Bizhub C361i
Phone:	(5) LX-Lexmark XC4342
Fax:	(3) LX-Lexmark XM3350 B/W MFP
E-mail:	(4) LX-Lexmark M3350 B/W Printer
	(6) HP X75545dn Color Printer

Insurable Value: \$927,488.14.

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with **PERRY proTECH, Inc.** ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of a Certificate of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

1. **Certificate of Property Coverage:** Customer must carry **PROPERTY** insurance in an amount no less than the **Insurable Value (with deductibles no more than \$25,000)**. Creditor **AND/OR ITS ASSIGNS** shall be listed as **LENDER'S LOSS PAYEE** on such policy.
2. The Certificate Holder on the above-referenced policy shall be listed as follows:

PERRY proTECH, Inc. AND/OR ITS ASSIGNS
1310 Madrid Street
Marshall, MN 56258

3. Please fax a copy of the above-referenced Certificate of Insurance to 866-405-8329, referencing Agreement # _____ on the fax cover sheet, as soon as possible or e-mail them to ef.insurance.group@onlinecomment.com

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policy and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificate of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policy, by mail, at the address listed above.

Tiffin City School District
Customer

X

Signature

Title

Date

***CUSTOMER: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.**

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT

Addendum to Agreement # and any future supplements/schedules thereto, between Tiffin City Schools, as Customer and Perry proTech, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that 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 any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement

is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, 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."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. 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, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

PERRY proTECH, Inc

Lessor

Signature

Title

Date

Tiffin City School District

Customer

X

Signature

Title

Date



Department of
Taxation

tax.ohio.gov

Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from: **PERRY proTECH, Inc.**
and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Purchaser must state a valid reason for claiming exception or exemption.

Tiffin City School District

Purchaser's name

Purchaser's type of business

244 South Monroe Street

Street address

Tiffin, OH 44883-2906

City, state, ZIP code

Signature

Title

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

**OHIO ADDENDUM
(STATE AND LOCAL GOVERNMENT)
AGREEMENT #**

Addendum to Agreement # , between Tiffin City School District, as Customer and PERRY proTECH, Inc. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Notwithstanding anything to the contrary set forth in the Agreement, title to the Equipment shall be in our name, subject to your interest under the Agreement.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay Payments and all other amounts required to be paid under the Agreement during the fiscal year in which the Agreement is made have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. ***[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]***

Name	Title	Signature
	Fiscal Officer	

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

PERRY proTECH, Inc

Lessor

Signature

Title

Date

Tiffin City School District

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

11572 REV 10/21

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LESSEE’S GENERAL AND
INCUMBENCY CERTIFICATE

AGREEMENT #
3114855

GENERAL CERTIFICATE

Re: Lease Agreement # 3114855, between Tiffin City School District, as Lessee ("Lessee") and PERRY proTECH Inc, as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Agreement (the "Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the state where Lessee is located.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default or a nonappropriation event exists at the date hereof with respect to this Agreement.
4. The acquisition of all of the Equipment under the Agreement has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

Tiffin City School District

X

Lessee

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Lease Agreement # , between , as Lessee ("Lessee") and , as Lessor.

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above)as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement was approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF -PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
		X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate