



176 Porter Pike Suite #202 Bowling Green, KY 42101

XBSDIGITAL.COM | (800) 676-4365 | SUPPORT@XBSDIGITAL.COM

NEW CUSTOMER
LEASING COMPANY GALC
AGREEMENT NUMBER AEPA 021-C
PURCHASE
TAX EXEMPT ✓

BILL TO:

NAME RUSSELVILLE INDEPENDENT SCHOOL DISTRICT
ADDRESS 355 South Summer St
CITY, STATE, ZIP Russelville, KY 42276
CONTACT NAME Matthew Davenport
PHONE 270-726-8405 FAX
EMAIL matthew.davenport@russellville.kyschools.us

SHIP TO: ☒ Same as Bill To

NAME
ADDRESS
CITY, STATE, ZIP
CONTACT NAME
PHONE FAX
EMAIL

ITEMS					
QUANTITY	PRODUCT #	SERIAL #	DESCRIPTION	UNIT PRICE	TOTAL
2	KM 551I		DADF, PC-416,FS-539 FN, PF, PK-524 3 HOLE		
2	KM 551I		DADF, PC-416, FS-539 FN, PF		
1	KM C451I		DADF, PC-416, FS-539 FN, PF		
1	KM 451I		DADF, PC-416, FS-539 FN, PF		
4	KM 551IF		DADF, Job Separator 509, DK-S		
10	PAPERCUT EDU		PAPER CUT EDU W SERVICE AND 10 EMBEDS		

COMMENTS

Includes a \$2250 Credit to pay towards the 2 remaining lease bases for August and September.

Includes a \$2000 Credit to pay towards the return of the existing equipment to KM direct and or carry over to cover the return fee on the new contract upon maturity.

Pending the new KM product change and AEPA contract overlap, the district will either receive the I series and or the 1I series fleet and enter into 1 contract to go be delivered, installed and live by the end of July with automated consumables to prevent any Paper Cut disruptions.

*Contract upon Board Approval July 16th 24*Lease at \$ 2,443.43 per month (plus applicable taxes) for 63 months.

INSTALL/REMOVAL	INCLUDED
SUB TOTAL	PER LEASE
TAX	EXEMPT
TOTAL	PER LEASE
LESS DEPOSIT -	\$0.00
BALANCE DUE	PER LEASE

Sales are considered final upon the approval of the corporate office and governed by the laws of Kentucky. In the event of default, Client agrees to pay a 30% MSRP restocking fee and hereby agrees to be responsible for all costs of collections including reasonable attorney's fee and court cost. Terms: Cash on Delivery no discount. 2% per month finance charge on overdue accounts. No returns without advance authorization.

MAINTENANCE AGREEMENT

PERIOD TERM: ☒ Monthly ☐ Quarterly ☒ Annually Excludes paper and staples

MAINTENANCE BASE			CLICK OVERAGE		
TYPE	NOT FINANCED UNDER THIS AGREEMENT	MONTHLY BASE CHARGES	ALLOWANCE	OVERAGE RATE	OVERAGE FREQUENCY
Pro-Active Full Service and Support		INCLUDED	UNLIMITED	\$0.00	MONTHLY

COMMENTS

Contract is fixed for Term and Includes Staples. Unlimited Plan is Applicable at 130K mono and 4000 Color Monthly.

The additional terms on the reverse side hereof are incorporated in and made part of this agreement. No change, alteration or amendments of the terms or conditions of this agreement are authorized or effective unless they have been agreed to in writing by an officer of XBS Office Solutions.

CUSTOMER ACCEPTANCE _____ CUSTOMER NAME & TITLE (print) _____ DATE _____
XBS OFFICE SOLUTIONS _____ XBS NAME & TITLE (print) _____ DATE _____

GENERAL MAINTENANCE AGREEMENT (GMA) TERMS & CONDITIONS

1. Covers all labor, parts (see front of this document for possible exclusions), travel, preventative maintenance (PM) and emergency calls at no charge. The XBS Office Solutions (from here on known as XBS) Customer Care Center is also available M-F 8-5 to assist with your equipment repairs. On site service calls, at your request, will be made during normal business hours 8:00 a.m. to 5:00 p.m. Monday thru Friday (excludes holidays). Service calls during other hours are subject to overtime charges at XBS OS published rates authorized personnel may perform repairs.
2. XBS agrees to maintain the equipment covered by this agreement in good operating condition, providing necessary maintenance, service and parts for routine repairs. XBS service representatives will perform the XBS Total Call process when providing on-site service.
3. A down machine is defined as any copier / fax / printer which cannot produce a copy when the start button is pressed. Failure of any accessory, i.e., Automatic Document Feeder, Finisher, ETC. shall not constitute a down machine.
4. Preventative Maintenance (PM) calls will not be treated as emergency calls and therefore service response time may be longer.
5. Availability of replacement parts and supplies shall be guaranteed for a minimum of seven (7) years from end date of production. In the event a manufacturer discontinues part or supplies for your machine this agreement will be terminated and the unused portion can be transferred to a new machine purchase from XBS Office Solutions.
6. The effective term of this contract is indicated on the front of the agreement, and is billed likewise. Pricing may change at each annual renewal, reflecting increases of not more than 10% annually. An additional aging factor may be applied to this agreement at XBS Office Solution's discretion.
7. This contract will automatically renew each year on the anniversary date without written notice of termination from either party. 90 days written notification must be submitted by an authorized customer representative for termination of the agreement. Any charges accumulated during the 90-day period will be due upon receipt of invoice. For agreements that are written as bundled leases (CPP Lease, Value Lease, leases containing service) the agreement is non-cancellable and non-transferrable per the terms of the signed lease documents. Refer to additional lease terms and conditions on the lease agreement documents.
8. The minimum billing amount will be invoiced in advance. Actual copy usage over minimum will be billed in arrears. XBS Office Solutions will provide invoices in a standard system format. If customer requests a custom billing format, XBS Office Solutions will charge an administrative fee for doing so. A Print/Copy is defined as a standard 8.5"x11" print/copy.
9. This agreement shall be binding on and inure to the benefit of, the parties to it and their respective heir, legal representatives, successors, and assigns.
10. Customer agrees to pay when due, all taxes, where applicable, relating to this agreement. If you fail to keep your account current (30 days) you will be in default and XBS may withhold service and supplies at its discretion.
11. Any transfer of equipment covered by this agreement to a customer other than listed in the equipment location automatically excludes such equipment from the terms of this agreement. Any damage caused by moving the equipment may be cause to void this agreement and repairs shall be at owner's expense.
12. This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, loss, neglect, acts of third parties, fire, water, environment, casualty, or any other natural force.
13. Service calls determined by XBS to be the result of power fluctuations, improper power requirements changes environmentally or changes by 3rd party software such as Email, Microsoft, Google etc. Will be treated as additional IT support and will be billable based on the additional time and materials requirements.
14. XBS is not responsible for data or productivity which is lost due to servicing. Customer understands that XBS is not legally responsible for any damage caused by installation of computer software or peripheral computer equipment to their system. XBS will not be held liable or bear any expense for the restoration of data or necessary repairs.
15. Warranty - if a supply included GMA type is selected this agreement begins with the starting meter upon installation date. A GMA excluding supplies carries a 90 day warranty from date of installation. Refurbished equipment carries a 30 day warranty. All warranties exclude consumable items.
16. This agreement shall not cover service or maintenance necessitated by the use of supplies or peripheral equipment not approved by XBS. Supplies covered by this agreement shall be obtained by the vendor selected by XBS. Unless otherwise specified on the front of this agreement, XBS is under no obligation to provide OEM, MICR, or Troy MICR toner under the terms of this contract.
17. The quantity of "included" supplies must be within 10% of manufacturer's yield. Any additional supplies needed will be billed at current XBS pricing.
18. Upon GMA cancellation, all supplies unused or unpaid for (per the conditions in 17) will be chargeable if not returned to XBS.
19. It is the customer's responsibility to provide a key operator. It is the assigned key operator's responsibility to purchase, order and install supplies. It is also the key operator's responsibility to remove misfeeds and used toner. XBS service representatives do not carry or deliver supplies (toner, staples, etc.)
20. For all GMA's including toner, a freight fee will be assessed based on volume of use.
21. Customer agrees to allow XBS to install a Data Collection Agent (DCA) on their network. This will be used to collect meter readings for devices on the customer's network. Should the customer decline installation of the DCA manual meter processing charge will be assessed for each meter billing cycle.
22. Submission of meters for devices not reporting on the DCA is the customers' responsibility and due upon request. Customer shall provide email contact information for the person(s) responsible for collecting meter reads on the various devices. For meter readings requiring manual collection and entry, XBS may assess a manual meter processing fee for each meter billing cycle. XBS may offer to provide on-site meter collection by an XBS employee for an additional charge to be negotiated. Meter reads not provided within 5 days of the contract billing date will be estimated. No credits will be given towards unused copy or print allowance. If customer does not submit meters when due, XBS may withhold supplies until which time meters are provided.
23. Addition of Equipment - Customer is required to immediately notify XBS of any additional equipment at customers' site capable of using XBS supplied toner cartridges. This will include any new equipment added or existing equipment not included in the original contract due to errors or omissions. In the event such equipment is discovered, it will automatically be added to this agreement with the meter at the time of the discovery or as reported by our Proactive Monitoring software (DCA) being used as the start for meter coverage or be added at the current flat rate.

BILL TO

CUSTOMER SIGNATURE

SHIP TO

DATE



COST PER IMAGE AGREEMENT

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")FULL LEGAL NAME: **Russelville Independent School District**ADDRESS: **355 South Summer Street** **Russelville, KY 42276****EQUIPMENT AND PAYMENT TERMS**☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
2 KM BIZHUB 551I W FINISHER STAPLER 3 HOLE	<input type="checkbox"/>						
2 KM BIZHUB 551I W FINISHER STAPLER	<input type="checkbox"/>						
1 KM BIZHUB 451I W FINISHER STAPLER	<input type="checkbox"/>						
1 KM BIZHUB C451I W FINISHER STAPLER	<input type="checkbox"/>						
4 KM BIZHUB C301I	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
PAPER CUT EDU W 10 EMBEDDED LISCENCES	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				Unlimited	Unlimited	N/A	N/A

EQUIPMENT LOCATION: **See Addendum**METER FREQUENCY: **Monthly**TERM IN MONTHS: **63**MONTHLY BASE PAYMENT AMOUNT*: **\$2,443.43** (*PLUS TAX)SECURITY DEPOSIT: **_****CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")**Xbs**

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

790 N Dixie Ave Ste 500 Elizabethtown, KY 42701-2472

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: **X**

INDIVIDUAL:

DATE:

SIGNATURE: **X**

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X**

NAME AND TITLE:

DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$125.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. During the term of this Agreement you will use an electronic meter collection agent to remotely monitor the status and usage of Equipment. If such electronic meter collection agent is not used, you agree to pay an annual fee equal to \$240 ("Meter Fee") and provide us with the actual meter readings on any business day of each month as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. If during the term of this Agreement, you disconnect the electronic meter collection agent installed on the Equipment, you agree to pay the Meter Fee. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 90 but not more than 120 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date 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.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Xbs ("we", "us", "our") and RUSSELVILLE INDEPENDENT SCHOOL DISTRICT, which agreement is identified in our records as agreement number TBD_____ ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)

X

SIGNATURE

PRINT NAME & TITLE

DATE

OUR SIGNATURE

Xbs

SIGNATURE

PRINT NAME & TITLE

DATE