



LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words Lessee, you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, DEX imaging, Inc. Our address is 5109 W. Lemon Street, Tampa, FL, 33609

CUSTOMER INFORMATION	Lessee Name PASEO MASTER HOMEOWNERS' ASSOCIATION, INC.	Federal Tax ID# 20-8912081	Approval #
	Billing Street Address/City/County/State/Zip 11611 PASEO GRANDE BOULEVARD Fort Myers, FL 33912		Lease #
	Equipment Location (if different from above)	Lessee Phone No. 239-834-6300	Customer #

SUPPLIER INFORMATION	Supplier Name DEX imaging, inc.	("SUPPLIER")	
	Street Address/City/State/Zip 12320 Crystal Commerce Loop Fort Myers, FL 33966	Supplier Phone # 800-886-2329	

EQUIPMENT DESCRIPTION	Quantity	Make/Model	Serial Number
<input type="checkbox"/> (Please see attached schedule for additional equipment)	1	Canon imageRUNNER ADVANCE C3530i	

END OF LEASE PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.		PLUS APPLICABLE TAXES
	<input checked="" type="checkbox"/> Fair Market Value Purchase Option	<input type="checkbox"/> Fixed Price Purchase Option of \$ _____	
	<input type="checkbox"/> Fixed Price Purchase Option of _____ % of the Total Cash Price		

TERM AND PAYMENT SCHEDULE	Initial Lease Term: 63	Lease Payment: \$ 499.87	You agree to pay at the time you sign this Lease: A) Total Advance Lease Payment: <u>0</u> (Mos.) = \$ <u>0.00</u> B) Sales/Use Tax on Advance Lease Payment = \$ <u>0.00</u> C) One-time Origination Fee = \$ <u>75.00</u> D) Total of A + B + C = \$ <u>75.00</u> If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.	PLUS APPLICABLE TAXES
	Additional Provisions:			

INSURANCE & TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

DEX imaging, inc. Lessor	PASEO MASTER HOMEOWNERS' ASSOCIATION, INC. Lessee
X Authorized Signature	X <i>Louis J. Cominos</i> Authorized Signature
Print Name & Title	Print Name & Title <i>Louis J. Cominos Board Member</i>
Date	Date <i>7-6-17</i>

PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words you and your in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words we, us and our in this Personal Guaranty, we mean DEX imaging, Inc., the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. Within 30 days after our request, 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 herein. **THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.**

X Personal Guarantor (no title)	X Personal Guarantor (no title)
Print Name	Print Name
Date	Date
Home Street Address/City/State/Zip	Home Street Address/City/State/Zip
Phone Number	Phone Number

Initials: *LC*

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on page 1 of this lease agreement, and as modified by supplements to this Master Agreement, (collectively "Equipment") on the terms and conditions shown on page 1 and page 2 of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irreversibly accepted by you upon the earlier of: a) the delivery to you of a signed Delivery and Acceptance Certificate (if requested by us); or b) **10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance.** This Lease will be binding on the parties only if DEX imaging, inc. or its assignee accepts it, as evidenced only by the signature of an authorized representative of DEX imaging, inc. or its assignee and DEX imaging, inc. after receipt of (i) the deposit payment, if any, shown on the face of this Lease; (ii) a signed delivery and acceptance certificate and all other documentation; and (iii) our credit evaluation of you is satisfactory. In the event of non-approval, the sole liability of DEX imaging, inc. shall be to refund to you the amount that has been paid by you. If an advance payment is required, the first Lease Payment is due on or before the date the Equipment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the payments will be due on the day of each subsequent month (or such other time period stated on page 1 of this Lease) specified by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment, including all tradeups and buyouts, by the manufacturer/supplier. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law). Lease payments are due whether or not you are invoiced. If, for any reason, your check is returned to us for non-payment, you will pay us a bad check charge of \$30, or if less, the maximum charge allowed by law.

2. NO WARRANTIES. We are leasing the Equipment and any software to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING, INC., WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Lease, you agree that as to any software: a) we have not had, do not have, nor will have any title to such software; b) you have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement; c) you have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OF DEFECTIVE NATURE OF SUCH SOFTWARE SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you, and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You are solely responsible for protecting and removing any confidential language stored on the Equipment prior to its return to us for any reason. You will pay for all expenses of disinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4. TAXES AND FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay us, on demand, estimated future Governmental Charges. You authorize us to pay any Governmental Charges as they become due, and you agree to reimburse us promptly upon demand for the full amount (less any estimated amounts previously paid by you). You agree to pay us a fee for preparing and filing personal property tax returns. If the purchase option shown on page 1 of this lease is \$1.00 you agree to file any required personal property tax returns, unless directed otherwise by Lessor. You also agree to pay us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) an origination fee of \$75.00 (or as otherwise agreed) to cover our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay us a fee, in accordance with our current fee schedule, which may change from time to time, for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this lease may include a profit.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE/COLLATERAL PROTECTION. You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us, naming us as additional insured; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease, we have the option, but not the obligation, to do as provided in either (a) or (b) as follows, as determined in Our discretion. (a) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 5% per year, provided we elect to apply this subsection (a) or (b). We may charge you an insurance fee and/or a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our credit, risk, administrative, and other costs, as would be further described in a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.**

7. TITLE; RECORDING. You will keep the Equipment free of all liens and encumbrances. Unless the purchase option shown on page 1 of this lease is \$1.00, you agree that: (a) we are the owner of and will hold title to the Equipment; and (b) this lease is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) to secure all amounts owing under this lease with us. You will deliver to us any signed documents we request to protect our interest in the equipment. **YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT. YOU HEREBY RATIFY AND AUTHORIZE ANY SUCH FILINGS WE MAY MAKE BEFORE YOU SIGN THIS LEASE. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.**

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation or you permit a transfer of a substantial portion of your ownership interests; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8; (f) there has been a material adverse change in your or any guarantor's financial, business, or operating condition;

(g) you fail to perform in accordance with the covenants, terms and conditions of any material agreement with any other lender; (h) you make or have made any false statements or misrepresentations to us.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment, (c) require you to immediately stop using all financed software and return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due to us from the due date until paid at the rate of 12% per annum, but in no event more than the lawful maximum rate; (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition as estimated by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. You will remain responsible for the remaining balance after such application.

10. FINANCE LEASE STATUS. The parties intend this to be a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (508-522).

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 90 days, but not more than 150 days, written notice before the end of the initial lease term, or any renewal term, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for one ninety (90) day period, followed by successive month to month renewal terms. During such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's in use and in place fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fee and costs ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that we may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

14. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES, ASSIGNEES, POTENTIAL PURCHASERS, OR INVESTORS TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. ON YOUR WRITTEN REQUEST, WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15. EXECUTION AND DELIVERY. This lease and other related documents (each a "document") may be executed in counterparts (manually or by electronic means) by either party and, when transmitted to us by fax or other electronic means, shall be binding on you for all purposes as if originally signed. No document is binding on us until we sign it. When a copy of each document containing your original, faxed or electronic signature is manually or electronically signed by us and in our possession, then such copy shall constitute the original document for all purposes and shall constitute the sole "chattel paper" as that term is defined in the UCC. If you sign or transmit any document to us electronically, you shall provide the counterpart of such document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any document that it was executed by electronic means by either party or transmitted to us by fax or other electronic means. If you elect to sign and transmit a Lease by fax or other electronic means, you waive notice of our acceptance of this lease and receipt of a copy of the originally signed lease.

16. FINANCIAL INFORMATION. Within 30 days after our request, 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 submitted to us 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.

17. PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

18. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and upon the satisfaction of the other conditions set forth in Section 1. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase orders that relate to this transaction.



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

Paseo Homeowners Associaton
 11611 PASEO GRANDE BOULEVARD
 Fort Myers, FL 33912

Delivery Contact: Roxanne
 Phone: 239-834-6300
 Email:

EQUIPMENT

Paseo Homeowners Association (Monthly)

B/W Base:	Copies Included: 0	Overage Rate: \$0.007000 /copy						
Color Base: \$25.00	Copies Included: 500	Overage Rate: \$0.050000 /copy						
Included: Parts, labor and supplies with exception of paper products, staples and freight								
Make	Model	Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
Canon	imageRUNNER ADVANCE C3530i			Yes			1	
Acc: Surge 120V 15A								
Acc: Booklet Finisher-AA1								
Acc: Cassette Feeding Unit-AP1								

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions:

EQUIPMENT ORDER/SERVICE AGREEMENT TERMS AND CONDITIONS

This Sales Order and Service Agreement ("Agreement"), shall be effective upon full execution of the Agreement by DEX imaging, Inc. and its subsidiaries and affiliates (DEX) and Customer. The following Terms and Conditions shall apply based on elections made on face of Agreement:

SALES ORDER (applicable if equipment is purchased)

- 1. Payment of Purchase Price.** Unless otherwise stated in writing, payment of the full purchase price for all equipment, accessories and/or supplies (the "Equipment") listed on this Agreement, or any accompanying Equipment Schedule made a part hereof, is due upon delivery.
- 2. Title to Equipment; Security Interest.** DEX is the owner of the Equipment and shall retain title to the Equipment, as well as a purchase money security interest in the Equipment, until all amounts due from Customer are paid in full, or until such time as title to the Equipment may be transferred or assigned by DEX. In the event that extended payment terms are agreed to between DEX and Customer, in writing, or in the event that customer elects to enter into a separate Lease or "Finance Lease" (as that term is defined by Article 2A of the Uniform Commercial Code ("UCC")), this Agreement (and/or any accompanying Equipment Schedule) may serve as a UCC-1 Financing Statement in order to enable DEX, or its assignee, to perfect its purchase money security interest in the Equipment, as well as the proceeds of or from any sale of the Equipment as collateral for that security interest. Alternatively, Customer agrees, at the option of DEX or its assignee, to execute a UCC-1 Financing Statement, or any other documents necessary to perfect DEX purchase money security interest, and/or hereby authorizes DEX or its assignee to execute such documents on Customer's behalf.
- 3. Execution of Lease Agreement.** If Customer has elected to execute a Lease Agreement, Customer shall be deemed to have consented to the assignment of the Lease Agreement and the Equipment by DEX to a third party Lessor and to enter into the Lease Agreement with such Lessor. These Terms and Conditions shall be incorporated by reference into any Sales Order, Lease Agreement, or Service Agreement; provided, however, that in the event of any conflict between the terms of the Lease Agreement and these Terms and Conditions, the terms of the Lease Agreement shall control.
- 4. Disclaimer.** DEX expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, casualty, natural force or any other negligent act of Customer or Customer's agents and/or service performed by non-DEX personnel. DEX will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and equipment line cord, nor is any external electrical work covered under this Agreement.

SERVICE AGREEMENT / Equipment Satisfaction Program (applicable if equipment is placed under a service agreement)

- 5. Scope of Coverage.** This Agreement covers both labor and material for adjustments, repairs and replacement of parts as necessitated by normal use of the Equipment except for normal key operator responsibilities and others as herein provided. Damage to the Equipment and/or its parts arising from misuse, abuse, negligence or causes beyond DEX control (including acts of God or natural disasters) is not covered. In addition, DEX may terminate this agreement in the event that the Equipment is modified, damaged, altered or serviced by personnel other than those employed or authorized by DEX, or if parts, accessories or components not authorized by DEX are fitted to the equipment.
- 6. Extent of Labor Services, Repair and Replacement Parts.** Labor performed during a service call includes lubrication and cleaning of the Equipment and the adjustments, repair or replacement of parts. All parts necessary to the normal operation of the Equipment will be furnished free of charge. In the event that the Equipment is interfaced to a computer or computer network, this agreement covers only the labor, parts, software and updates that are provided by the Equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on Equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. In some instances, computer support can be offered on a per call basis.
- 7. Charges.** The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the term and any renewal term within 15 days of the date of invoice date for such charges. A copy/print is 8.5 x 11.
- 8. Business Hours for Service.** Maintenance services shall be provided hereunder only during DEX normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX holidays and subject to change by DEX. Customer may request DEX to perform service outside of normal business hours, subject to availability of personnel, at established DEX rates than in effect.
- 9. Availability of Supplies.** DEX Customer Service Engineers do not carry or deliver consumable supplies (toner, developer, etc.). It is Customer's responsibility to have the necessary supplies available for use. Should a Service Engineer be required to courier consumable items to the Customer, Customer will be invoiced a courier fee of \$25.00 per instance.
- 10. Equipment Installation.** Certain Equipment must be installed according to specific requirements in terms of space, electrical and environmental conditions. Installation requirements are defined in the Equipment Operators Manual. Customer shall ensure that the Equipment is placed in an area that conforms to these requirements. Equipment must have a DEX approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX or an authorized agent of DEX, may not be covered under this agreement.
- 11. Customer Changes.** Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX reserves the right to terminate this Agreement in the event that such changes, alterations, or attachments make it impractical for DEX to continue to service the Equipment.
- 12. Initial Term.** This Agreement shall become effective upon receipt and acceptance by DEX and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.
- 13. Automatic Renewal.** This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.
- 14. Termination.** The Initial Term of this agreement shall be as set forth above. In the event that DEX terminates this agreement due to uncurd Customer breach, or if the Customer

elects to terminate Service prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

15. Customer Meter Reading and Reporting Obligations. Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Software during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING Green Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX Imaging Patrol Wifi units are deployed, they must be returned upon termination of this agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Software, then Customer is responsible for the manual reporting of meters on a timely basis.

16. Return of Consumables. Toner cartridges will be shipped via electronic alerts generated by Print Counts Patrol Monitoring Software. Manual orders can be placed for any units that do not report to the software.

In a cost per impression contract, all unused consumable items remain the property of DEX Imaging. At contract termination, all unused consumable items, toner, cartridges, developer, drums, etc. must be promptly returned to DEX Imaging.

17. Breach or Default. If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due: (1) DEX may (a) refuse to service the Equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the Customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX for the cost and expense of collecting including the maximum attorney's fees permitted by law. If the Equipment is moved to a new service zone, DEX shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a prorata basis. If Equipment is moved beyond DEX service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this agreement, taking into account the distance to Customer's new location and DEX published rates for service on a "per call" basis. If Customer uses other than DEX supplies, and such supplies are determined to be defective or not acceptable by DEX and/or cause abnormally frequent service calls or service problems, then DEX may at its option, terminate this agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this agreement, however, that the Customer use only DEX supplied materials.

18. Late Charges; Interest; Suspension of Service. Customer agrees to pay all invoices tendered for services performed and/or parts installed on Equipment when services are performed within 15 days of the date of invoice date. If any part of any payment due to DEX hereunder is more than 5 days past due, Customer agrees to pay a late charge equal to ten percent (10%) to cover DEX administration costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, DEX shall have the right to discontinue service in the event Customer become delinquent in payment.

PLATINUM CONTRACT (applicable to all equipment listed on Sales Order owned by DEX)

19. All Equipment delivered by DEX remains the property of DEX. Upon termination of this Agreement, Equipment owned by DEX must be purchased by customer within 30 days at a mutually agreed upon price; or Customer must deliver the equipment to PrintCounts in good condition and repair to a location designated by PrintCounts within 60 days. Any Equipment owned by DEX which are not returned will be billed to the Customer at replacement value.

GENERAL TERMS AND CONDITIONS

- 20. Taxes.** Customer shall pay all sales and use taxes, personal property taxes and all other taxes and charges relating to the purchase, ownership, delivery, lease, procession or use of the Equipment or the provision of Maintenance Services.
- 21. Attorney's Fees; Costs.** In the event Customer defaults under the Agreement, or if any other dispute arises hereunder requiring DEX to refer said matter to an attorney and/or initiate, or defend, any court action in any way related to this Agreement, Customer agrees to pay DEX reasonable attorney's fees and all costs resulting from such action.
- 22. WAIVER OF JURY TRIAL. CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT.**
- 23. No Waiver.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by DEX does not constitute a waiver of such rights by DEX, or in any way prevent DEX from enforcing such rights, or any other rights hereunder, at a later time.
- 24. NO MODIFICATION OF TERMS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THESE TERMS AND CONDITIONS MAY NOT BE VARIED, MODIFIED, OR CHANGED EXCEPT BY WRITTEN AGREEMENT EXECUTED BY A CORPORATE OFFICER OF DEX. NO SALES OR SERVICE PERSONNEL, INCLUDING BUT NOT LIMITED TO, MANAGERS OR SUPERVISORS, HAS ANY AUTHORITY TO OVERRIDE THIS PROVISION.**
- 25. Notice.** Any notice or other communication given or required in connection with this Agreement, shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to DEX, said notice shall be sent to DEX imaging, Inc. Attention: Legal Administrator, 5109 W. Lemon Street, Tampa, Florida 33609 or such other address as DEX may hereafter designate in writing.
- 26. No Warranty. Other than the obligations set forth herein, DEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.**
- 27. Miscellaneous.** This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed and performed in the State. It constitutes the entire agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX. Any and all prior negotiations, agreements (oral or written), or understandings are hereby suspended.
- 28. Affirmative Action.** DEX and all vendors and/or subcontractors are obligated to, and do, to the best of DEX knowledge, comply with the EEO clause at 41 CFR 66-1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).

SPECIAL INSTRUCTIONS

Will end current agreement and return copies.

DEX SALES ASSOCIATE

Name: Alex DiVico

Date: July 5, 2017

APPROVALS

I have read and agree to all terms and conditions contained in this document.

DEX Imaging, inc.

PASEO MASTER HOMEOWNERS' ASSOCIATI

Dex Imaging Authorized Representative

Louis J. Cimmino

Customer's Authorized Representative

Name: _____

Name: Louis J. Cimmino

Date: _____

Title: BOARD MEMBER

Date: 7-6-17





PASEO HOMEOWNERS ASSOCIATION

Current Situation

Lease and Service	\$649.99
Color Overage	<u>\$114.20</u>
	\$764.19

New Dex Customer Program

New Canon Digital System-

- Network Printing/Scanning
- Walk up and Desktop Fax Capability
- Scan To (email, network folder, USB)
- USB Print/Scan
- 4 Adjustable Paper Trays
- Hard Disk Drive Memory
- iPad & Smartphone Compatible for Print/Scan
- Blank Page Skip
- Image Preview
- Mac Compatibility
- Searchable PDF/ OCR Technology
- Booklet Finisher
- Envelope through Standard Tray
- Scan Compression Kit

Lease Investment	\$499.87
Service Monthly Service	<u>\$225.00</u>
Total Investment	\$724.87

Service Monthly Investment includes all parts, labor, service, and toner
Overage B/W @ .007 and Color @ .05
63 Month Term



EQUIPMENT, MAINTENANCE, AND SERVICE AGREEMENT

BILLING INFORMATION:

COMPANY:	Paseo Master Homeowners Association, Inc.				
ADDRESS:	11611 Paseo Grande Blvd.				
CITY:	Fort Myers	ST:	FL	ZIP:	33912
PHONE:	239-834-6300		FAX:		
CONTACT:	Roxanne Cook				

EQUIPMENT LOCATION:SAME AS BILLING:

COMPANY:					
ADDRESS:					
CITY:		ST:		ZIP:	
PHONE:			FAX:		
CONTACT:					

METER CONTACT:	Roxanne Cook	EMAIL:	rcook@kwpmc.com	PHONE:	239-834-6300	FAX:	
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BASE CHARGE: \$ 0.00 BLACK IMPRESSIONS: 0 INCLUDED OVERAGES: \$ 0.0070 PER IMPRESSION

BILLING CYCLE: Monthly COLOR IMPRESSIONS: 0 INCLUDED OVERAGES: \$ 0.0500 PER IMPRESSION

SPECIAL INSTRUCTIONS: To be added to current service agreement. Contract DX28152-01.

EQUIPMENT COVERED UNDER THIS AGREEMENT:

ADDENDUM: No

MAKE	MODEL	QTY	SPECIAL INSTRUCTIONS
Konica Minolta	C280/E0D012014879	1	

THIS MAINTENANCE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE (1) YEAR UNLESS CANCELLATION IS RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CONTRACT. REPAIRS DUE TO ABUSE, NEGLIGENCE, OR ACTS OF GOD ARE NOT COVERED.

DEX IMAGING AUTHORIZED SIGNATURE

DATE:

7/25/17

CUSTOMER'S AUTHORIZED SIGNATURE

X DATE:

8/21/2018

I HAVE CHOSEN NOT TO TAKE A MAINTENANCE AGREEMENT

DATE:

CUSTOMER'S AUTHORIZED SIGNATURE

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACT.



SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX IMAGING control (including acts of God or natural disasters) is not covered. In addition, DEX IMAGING may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX IMAGING, or if parts, accessories, or components not authorized by DEX IMAGING are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX IMAGING normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX IMAGING holidays and subject to change by DEX IMAGING.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. In some instances, computer support can be offered on a per call basis.

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX IMAGING and shall continue for 63 months following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL. This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION. The Initial Term of this Agreement shall be as set forth above. In the event that DEX IMAGING terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Software during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING Green Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Software, then Customer is responsible for the manual reporting of meters on a timely basis.

4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11".

5. CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX IMAGING also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX IMAGING to continue to service the Equipment.

Customer must advise DEX IMAGING of any equipment movements not performed by DEX IMAGING via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

6. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX IMAGING approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX IMAGING or an authorized agent of DEX IMAGING may not be covered under this Agreement.

7. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

8. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due: (1) DEX IMAGING may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the Customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX IMAGING cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX IMAGING shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX IMAGING service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX IMAGING published rates for service on a "per call" basis.

If Customer uses supplies other than DEX IMAGING supplies, and such supplies are determined to be defective or not acceptable by DEX IMAGING and/or cause abnormally frequent service calls or service problems, then DEX IMAGING may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX IMAGING supplied materials.

9. NO WARRANTY

Other than the obligations set forth herein DEX IMAGING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX IMAGING SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

10. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by DEX IMAGING Patrol Monitoring Software. Manual orders can be placed for any units that do not report to the software.

In a cost per impression contract, all unused consumable items remain the property of DEX IMAGING. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX IMAGING.