

Amendment to Equipment Lease and Service Agreement



Equipment Lease and Service Agreement dated 2/15/17 (the "Agreement")

Customer: County of Wise ("Customer")

This Amendment (this "Amendment") is entered into by and between Customer and NovaCopy, Inc. ("Company").

1. **INCORPORATION AND EFFECT.** This Amendment is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Amendment and any provision of the Agreement, the provision of this Amendment shall control.

2. **ADDITIONAL EQUIPMENT (if any).** If any equipment is listed below under "Additional Equipment Description," then this Section is part of the Amendment and Customer hereby agrees to rent from Company, in addition to the Equipment referenced in the Agreement that is not Removed Equipment (as defined below), such additional equipment (together with all existing and future accessories, attachments, replacements and additions thereto, the "Additional Equipment") upon the terms and conditions stated herein and in the Agreement. Such Additional Equipment shall, as of the Amendment Effective Date, be deemed to be Equipment under the Agreement. Customer hereby unconditionally represents and warrants to Company that (i) the Additional Equipment will be used solely for commercial purposes and not for personal, family or household purposes, (ii) all of the Additional Equipment has been fully delivered and installed at Customer's place of business, is operating in good working order, meets all of Customer's requirements, and is hereby irrevocably accepted by Customer, (iii) there are no related side agreements between Customer and any third party relating to the Additional Equipment, and (iv) no cancellation rights have been granted to Customer relating to the Additional Equipment, this Amendment or the Agreement.

Equipment Information:		Equipment Location (if different than current Equipment Location):
<input checked="" type="checkbox"/> See Attached Equipment Schedule		
Quantity	Equipment Make and Model	Serial Number
1	FAX KIT (Fax Docu Inq. 331)	A4M F012

3. **REMOVED EQUIPMENT (if any).** If any equipment is listed below under "Removed Equipment Description," then this Section is part of the Amendment and Customer agrees that such items of Equipment are removed from the Agreement and, as of the Amendment Effective Date, shall not be deemed to be Equipment under the Agreement.

Removed Equipment Information:		Serial Number
<input type="checkbox"/> See Attached Equipment Schedule		
Quantity	Equipment Make and Model	Serial Number

4. **NEW PAYMENT AND USAGE INFORMATION.** The new periodic payment due under the Agreement, as of the Amendment Effective Date, shall be the amount set forth below, which payment is in addition to applicable taxes and other charges provided in the Agreement. In addition, if you checked the box for "Digital Support Service Monthly Pay Option" on Page 1 of the Agreement, the \$10 per month charge for each item of Equipment will apply to each item of Additional Equipment listed above.

New Total Payment:		Additional Payment attributable to only Additional Equipment:	
The amount below is your new Total Payment for the Agreement (for all Equipment including any Additional Equipment). The number of Copies Included Per Month and the Overage Charges below apply to all Equipment under the Agreement (including any Additional Equipment). (*plus applicable taxes)		The Additional Total Payment shown below is ONLY for the Additional Equipment. Your aggregate payment for the Agreement (for all Equipment including the Additional Equipment) is the SUM of this Additional Total Payment plus your current Total Payment under the Agreement. The number of Copies Included Per Month and the Overage Charges below apply ONLY to the Additional Equipment. (**plus applicable taxes)	
Equipment Lease Payment*:	\$	Additional Equipment Lease Payment*:	\$ 16.55
Service Payment*:	\$	Additional Service Payment*:	\$ 0
Total Payment (sum of Equipment Lease Payment + Service Payment)*:	\$	Additional Total Payment (sum of Additional Equipment Lease Payment + Additional Service Payment)**:	\$ 16.55
Copy Type	Copies Included	Copy Type	Copies Included
B&W copies		B&W copies	
Color Copies		Color Copies	
	Overage Charge*		Overage Charge*

5. **REMAINING AGREEMENT TERM.** Unless "No Change to Remaining Term" is checked below, the new remaining term of the Agreement, as of the Amendment Effective Date, shall be the number of months set forth below.

- No Change to Remaining Term.
- Term: _____ months for all Equipment including the Additional Equipment (beginning on the Amendment Effective Date).
- Term: 58 months for Additional Equipment only (beginning on the Amendment Effective Date) and no change to remaining term of Agreement for all other Equipment.

6. **MISCELLANEOUS.** This Amendment is binding on Customer as of the date it is signed by Customer. This Amendment will take effect on the date that it is accepted by Company or any later date that Company designates (the "Amendment Effective Date"). This Amendment, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Amendment and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Amendment.

Customer (Identified above):		Company (Identified above): NovaCopy, Inc.	
By: <u>[Signature]</u>	Date: <u>3/13/17</u>	By: <u>[Signature]</u>	Date: <u>2/27/17</u>
Print name: <u>JD Clark</u>	Title: <u>County Judge</u>	Print name: <u>Amy Martini</u>	Title: <u>Billing Administrator</u>
Agreement Number:			



Schedule A- Financial Details



Order #	85396
Company Name	County of Wise
Sales Consultant	Bryan LaRue
Sales Consultant Phone	(489) 278-0010
Sales Consultant Email	bryan.larue@novacopy.com
Date	2/15/2017

Schedule A Equipment and Service			
Lease Option	58	Total Lease Payment	\$ 10.55
		Black Service Total *	\$ -
		Color Service Total *	\$ -
		Total Monthly Payment	16.55

* Service Details Per Machine			
Base Model	Black Volume	Black Cost Per Page	Black Per Machine
		\$	\$
	Color Volume	Color Cost Per Page	Color Per Machine
		\$	\$
		Digital Support Services #	0

Service pricing includes supplies, toner, parts, and labor. Includes paper and staples. Additional average copies will be the same cost per page shown above.

Configuration Details

Vendor Item #	Item #	Quantity	Model	Description	Comments
X AMF012	FX-511	1	ACCESSOR	Printed Name: [blank], Title: County Judge, Date: 3-13-17	
				Plus sales and property tax, if applicable	

X [Signature] Customer Signature

