SMART TECHNOLOGIES

Proposal issued:

Proposal valid to:
2025-12-03

SOLUTION PROPOSAL

Prepared For:
ABC Company

SMART TECHNOLOGIES

ABOUT **US**

No matter the scale of your business, we understand that every organization has unique aspirations and challenges. That's why we partner with businesses to achieve their most important goals by creating a process that leverages the power of people, technology, and devices to make business simple. Our digital transformation experts are dedicated to delivering superior service that goes beyond mere satisfaction. We are committed to empowering your growth and fulfilling your business' good purpose. Our team specializes in automating, streamlining, and optimizing businesses like yours using these core solutions:

BUSINESS PROCESS AUTOMATION
Streamline repetitive tasks to save time and boost efficiency, making it easier for your business to scale.

COPIERS & PRINTERS
Reliable, high-quality printing solutions that fit your budget. Keep your office running smoothly.

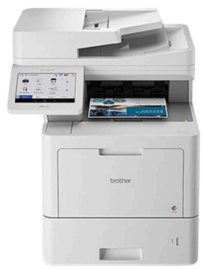
MANAGED IT SOLUTIONS
Outsource your IT challenges. We manage your tech, so you can focus on growing your business.

BUSINESS COMMUNICATION
Enhance collaboration and customer engagement with unified communication tools. Stay connected, always.

PEOPLE & ORGANIZATIONAL PERFORMANCE
Unlock your team's potential with targeted training and development.

PROPOSED **SOLUTION**

The **Brother Workhorse MFC-EX670W** is a high-performance color laser all-in-one printer designed for mid to large workgroups. It delivers fast print speeds up to **42 ppm**, features **advanced security** (Triple Layer Security), and includes **super high-yield toner cartridges** to reduce overall costs. It supports **scalable paper capacity**, **two-sided scanning** via a large auto document feeder, and **customizable workflows** through a **7" color touchscreen**. Flexible connectivity includes **Gigabit Ethernet**, **dual-band Wi-Fi**, and mobile printing/scanning support.

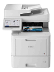


Brother MFC-EX670W

Manufacturer	**Brother**
Form Factor	**Workgroup**
Recommended Use	**Small Office**
Capability	**Multifunction**
Model Number	**MFC-EX670W**
Color/Monochrome	**Color**
Speed (Color)	**42 ppm**
Speed (Black)	**42 ppm**

- Parts, labor, and toner are included in the pricing above
- Please look at our Guarantees on the next page for Peace of Mind Printing
- Never order toner again and have meters auto-reported
- If you ever have any issues, you will have service within 2 to 4 hours.

SOLUTION **PRICING**

Product	Qty.	Subtotal
 Brother MFC-EX670W (Lease) • Monthly Included Prints: 0 B/W, 0 Color • Overage Prints: $0.03 per B/W, $0.03 per Color	1	$0.00 / Month
Maintenance & Service		
Monthly Total (Recurring)		**$0.00 / Month**

All parts, labor and toner are included in the price if you choose a service contract. Delivery and install is also included. The only price not listed is a one time charge of a doc fee. All leases in have a time doc fee of $150 that will appear on first invoice.

OUR **GUARANTEE**

The SMART BUY Protection Plan

- Toll-free service line – (800-922-9350)
- (2) hr. initial response contact call – review status/ETA
- (4) hr. average response time over 12 month period or client receives (1) month's billing at no charge
- No calls beyond (8) hr. response time over a 12 month period or client receives (1) month's billing at no charge
- 97% Up-Time guarantee over a 12 month period or client receives (1) month's billing at no charge
- Free loaner unit provided if client's system will be "down" for more than (2) business days
- Replacement unit (same/better) provided when Smart/manufacturer cannot repair client's unit to perform at above standards (i.e. – 3 calls for same issue within 45 days)
- Fleet management software provided at no costs to maintain on-site supply levels via remote diagnostics which generate preventative maintenance updates/alerts
- Customize Client Review Schedule to analyze usage, identify over-expenditure situations, discuss client goals, recommend cost-cutting productive solutions, and review/confirm all software/firmware updates completed

Devices under service agreement must be on MPS Monitor and reside on an active network to qualify for these guarantees.

CLIENT **TESTIMONIALS**

We're deeply grateful for the positive feedback from our diverse clientele, spanning sectors like non-profits, engineering, and manufacturing. Their testimonials consistently praise our rapid, attentive service and proactive approach to business solutions. These endorsements are a testament to our dedication to exceeding expectations and nurturing enduring,
supportive partnerships across various industries.

Fixed our phone systems. Knew exactly what was going on just from our description and had a tech out that day even though we weren't a customer yet

– **Talisha Asbury**
GM
Blue Ocean Title

We centralized billing for over 40 of our stores and eliminated 90% of manual data entry.

– **Chris Allen**
CFO
Greenway Automotive

Their exceptional service, attentivenessm & commitment to understanding our unique needs have been outstanding...

– **Alex Lehrer**
COO
Jewish Pavillion

To be clear, we do business with Smart Technologies because of the people. They are great people who are intelligent, open minded, thoughtful, sincere, articulate, goal driven, and want to truly be a part of their client's success.

– **Brian Kopec**
President & CEO
Kopec Insurance

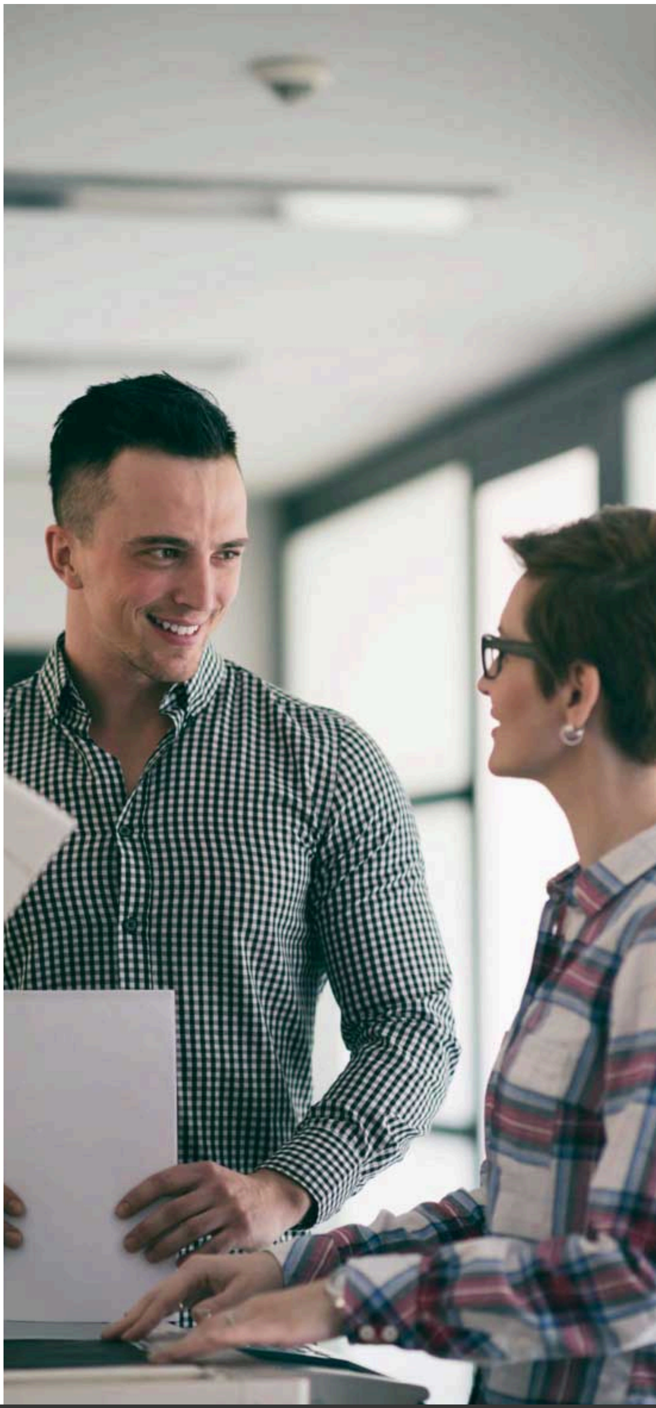
Curious about more customer experiences? There's a whole world of them on our **Google page.**

IMPLEMENTATION

1	2	3	4	5
THIS MONTH **CONTRACT SIGNATURE**	2 DAYS FROM SIGNING **IMPLEMENTATION STRATEGY PLAN**	10-14 DAYS **DELIVERY & ACCEPTANCE OF SOLUTION**	ON INSTALL DATE **SYSTEM TRAINING**	60 DAYS FROM DELIVERY **ACCOUNT REVIEW**

At Smart Tech, we break down the entire process of integrating our solutions into your business with precision and care. Our strategy emphasizes clear communication and thorough coordination, ensuring a seamless transition and minimal disruption. We focus on efficiency and effectiveness, aiming for immediate operational improvements. This comprehensive approach highlights our commitment to a holistic strategy, aligning every step with your long-term success and fostering a strong, enduring partnership.

ACCEPTANCE



Please sign here if you accept the proposal as is.
Following the acceptance of the proposal contract documents will be sent out for signature.

	SIGNATURE
Jesse Strife	Tim Ducat

Jesse Strife
ABC Company

Tim Ducat
Smart Technologies of Florida

SMART TECHNOLOGIES

ACQUISITION AGREEMENT

Daytona Beach
771 Fentress Blvd, Suite 10
Daytona Beach, FL 32114
386-252-2292

ORDER DATE	(●) NEW CUSTOMER ( ) EXISTING CUSTOMER	REQUESTED INSTALL DATE	Sales Rep. **Jesse Strife**	MAIN PHONE NO. **4504504500**
(●) MPS ( ) PURCHASE	(●) LEASE ( ) RENTAL	CONTRACT # (Credit approval #)	☐ Scan to email, # of PCs ☐ Scan to folder, # of PCs	

CUSTOMER NO.	DEPT	KEY CONTACT	KEY CONTACT EMAIL
		Jesse Strife	**strifejesse@gmail.com**

INSTALL TO	CHARGE TO
ABC Company	ABC Company
91111 Duke Blvd	91111 Duke Blvd
Mason OH 45040	Mason OH 45040
* Country:	* Country:

Qty. Ord.	Product No.	ID #	Description	Unit Price	Amount
1		MFC-EX670W	Brother MFC-EX670W		0.00

Special Instructions:

Total Equipment Cost	
Trade-in / Discount	
Total Due	
Sales Tax Rate (varies by country) Rate %	0.00%

CREDIT TERMS	Payment Due Upon Order	TOTAL DUE	

CUSTOMER P.O. NUMBER	TERM IN MONTHS	Overages rate per page -BLACK	Monthly Included Pages	Monthly Minimum Payment Amount
	12	0	0	0.00
		Overages rate per page - COLOR	Monthly Included Pages	
		0	0	

1. This contract is the contract in its entirety and is not subject to any verbal agreement or any other condition not set forth in writing on the contract.
2. The Title to the merchandise referenced on this contract does not pass to the buyer until the purchase price is paid in full. Title shall not pass to the buyer in the case of leased or rented merchandise.
3. All applicable Federal, State, and Local taxes pertaining to the sale, lease, or rental of merchandise are the responsibility of the buyer.
4. This agreement becomes binding when accepted in writing by an officer of Smart Technologies of Florida.
5. It is agreed by purchaser that this contract is not subject to cancellation.
6. SERVICE CHARGE OF 1% PER MONTH (12% PER ANNUM) OR HIGHEST LEGAL RATE, WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.
7. $250 Standard Install included in price for scan to email/folder for up to 5 PC's. Additional $25 per PC will be billed at time of install if amount exceeds the included

THIS ORDER CANNOT BE CHANGED EXCEPT IN WRITING

Customer acknowledges that customer has read this agreement, understands the agreement, and agrees to be bound by its terms and conditions.

Customer Acceptance

Signature of ABC Company Representative	Signature of Smart Technnologies of Florida Representative
Jesse Strife	**Tim Ducat**
Printed Name and Title	Printed Name and Title

SMART TECHNOLOGIES

MANAGED SOLUTIONS SERVICE AGREEMENT

Daytona Beach
771 Fentress Bmalevard Suite 10
Daytona Beach, FL 32114
386-252-2292

Sales Representative	Agreement Start Date

BILL TO		SHIP TO	
	ABC Company		ABC Company
			91111 Duke Blvd
			Mason OH 45040
	* Country:		* Country:

EQUIPMENT COVERED UNDER THIS AGREEMENT

MAKE /MODEL	SERIAL NO.	EQUIP ID NO.	BW START METER	COLOR START METER
Brother MFC-EX670W				

MAINTENANCE PLAN TYPE	**FCMSA**

DESCRIPTION OF MAINTENANCE PLAN:

(FCMSA) This agreement is a Full Coverage Maintenance and Service Agreement that provides for all parts and supplies necessary to keep the equipment functioning. Does not include paper or staples.

PRICING

IMAGE TYPE	BASE CHARGE / LABOR RATE	INCLUDED NO. OF MONTHLY IMAGES	EXCESS PER IMAGE CHARGE
Black and White MFP		0	0
Color MFP		0	0
Black and White MPS			
Color MPS			

MINIMUM MONTHL Y PA YMENT: ***See Lease*** ***SERVICE INCLUDED IN LEASE?*** ***Yes***

MPS Help Desk Support Coverage (Printers Only):

SPECIAL INSTRUCTIONS

ACCEPTANCE

This agreement is written in simple, easy to read language, so that fully understand its terms. Please read this Agreement carefully before acceptance.
This Agreement shall be effective as of the Agreement Start Date referenced above and shall remain in effect according to Ule Terms and Conditions.
The Terms and Conditions on page 2 of this Agreement are hereby incorporated into and made part of this Agreement. No change, alteration amendment of the Terms and Conditions of this Agreement are authorized or effective unless an authorized apnt of Customer and an of Smart Technologies have agreed to them in writing.

Signature of Customer	Signature of Smart Technnologies of Florida Representative
Jesse Strife	**Tim Ducat**
Printed Name and Title	Printed Name and Title

TERMS AND CONDITIONS

1. Superseding Agreement. If Page 1 of this Agreement indicates that Service is Included in Lease, the service pricing shall be included in the Minimum Monthly Payment, as referenced on such lease document. If,and to the extent there is aconflict between the terms of this Agreement and the terms of such lease agreement, the terms of the lease agreement shall supersede and control.

2. Maintenance Terms.

A. **Services Offered.** During the term of this contract, Smart Technologies shall maintain Equipment in accordance with its service policies, as revised from time to time. This Agreement covers material and labor, inspection,adjustment, parts replacement, necessary cleaning materials for proper device operation, toner, developer and other consumables (maintenance kits, fusers, etc.), except as excluded on Page 1 of this Agreement. We agree to repaironly those device components which have failed as a result of normal wear and use, under ordinary operating conditions. This Agreement does not include paper and staples, which You must purchase separately. Performanceissues related to networking and/or software are not covered under this Agreement, however services may be provided by Us on a separate service agreement or chargeable basis.

B. **MPS Help Desk Support.** If Page 1 of this Agreement indicates that MPS Help Desk Support coverage is included in this Agreement, you acknowledge that a portion of your Minimum Monthly Payment includes a charge for eachMPS device, which provides for unlimited, remote Help Desk support, when and as requested by You. Help Desk Support is limited to troubleshooting, diasgnosing and/or repairing printing issues related to the device itself, providedsuch repair can be completed remotely. Requests that are determined to have resulted from network-related issues are not covered under this Agreement, however services may be provided by Us onaseparate service agreementor chargeable basis. MPS Help Desk support coverage only extends to those devices which are classified as printers and does not extend to copiers, MFPs or other devices listed on this Agreement.

C. **Operating Hours.** Smart Technologies shall provide maintenance and repair services during normal business hours of 9am-5pm, Monday through Friday, except for holidays observed by either Customer or Smart Technologies.Subject to service representative availability, Smart Technologies may provide after-hours services, provided that (i) Customer provides an agent or employee to accompany Smart Technologies' authorized service representativeand (ii) Customer agrees to pay for such after-hour services at Smart Technologies' after-hours rates in effect at the time the services are rendered.

D. **Device Eligibility.** Smart Technologies requires that alldevices which are capable of using the toner and consumables supplied by Us be indentified and covered under this Agreement. You affirm that no other such devices exist atyour location(s), other than those listed on the corresponding equipment schedule(s). You further affirm that all Equipment listed on the corresponding equipment schedule(s) are operating within manufacturer's specifications andthat there are no pre-existing service concerns or conditions, which you have not disclosed to us. Ink Jet printers are not eligible for coverage under this Agreement.

E. **Beginning Supply/Parts Levels.** If this Agreement covers equipment owned by You (identified as "Customer Owned"), you acknowledge that those devices must have a beginning, remaining yield of 30% or higher for all toners,maintenance kits, drums (PCUS) and fuser units. If any of these components have a remaining yield of less than 30%, You agree to either (i) replace the item from your existing inventory or (ii) purchase the replacement from Us,once the item is depleted. Once a device has met the yield level requirement, supplies and consumables will be covered, as specified, under this Agreement.

F. **Supply Use and Ownership.** All supplies and consumables provided under this Agreement shall remain the property of Smart Technologies. Should this Agreement be cancelled or otherwise terminated for any reason, we reserve the right, and you agree to allow us, to pickup and remove all of our supplies from your possession. Customer's use of unauthorized supplies obtained through any source other than Smart Technologies shall negate Our repair responsibility under this Agreement. If we determine that you have used 15% or more consumable supplies than normal (as determined by the manufacturer's specifications and yields) to produce images,a system generated invoicewillbe due to offset such increased usage. If increased consumables usage continues, we may adjust the Agreement rates accordingly at our discretion.

G. **Equipment Access.** You agree to provide us with access to the Equipment for purposes of service repair, maintenance and/or inspection during normal business hours. If a request was initiated by You and access to the Equipment is denied for greater than twenty (20) minutes, we reserve the right to invoice you according to our then, in-effect minimum service charge.

H. **Third Party Service Providers.** In certain instances, it may be necessary for Smart Technologies to authorize service and/or repair from a third party service provider. In such instances, the authorized provider shall performservices in the capacity of a subcontractor for Smart Technologies and We shall retain all rights and obligations under this Agreement.

I. **Exclusions.** Smart Technologies shall not be obliged to provide service labor, repair and/or parts replacement required (i) for the installation of retrofits (whether mandatory or optional); (ii) to relocate Equipment at Customer'srequest, without an additional charge; (ii) as a result of movement of Equipment by Customer, any agent of Customer or any person other than a Smart Technologies authorized representative; (iv) to add or remove accessories,attachments or other components; (v) for exterior painting or refinishing of Equipment; (vi) for performance of normal operator functions as described in Equipment Operations Manual(s) or as described by Smart Technologies; (vii)as a result of operator abuse, neglect or unusual application of Equipment; (vii) as a result of Equipment not being used in accordance with the Terms and Conditions of this Agreement; (vi) if Equipment is relocated to any placewhere Smart Technologies services are not available.

3. Equipment Terms

A. **Covered Devices.** The devices covered under this Agreement are listed in the Equipment Covered Under this Agreement" section on Page 1 of this Agreement and/or on the corresponding Equipment Schedule(s).

B. **Rental Agreement.** If any devices covered under this Agreement are identified as "Rental" and/or "Smart Owned", We agree to rent You said equipment and You agree to pay the associated rental payment, included in yourMonthly Payment as detailed on this Agreement. You acknowledge that the title to said equipment remains with Smart Technologies and you authorize us to record a UCC Financing Statement (or similiar document) as additionalsecurity to this Agreement. You appoint Us as your attorney-in-fact to execute and deliver such document, in order to record our interest in the equipment. Upon termination of this Agreement, you agree to return all Rental Equipment to Smart Technologies, in good, working order, to a location specified by us at your expense.

C. **Customer Owned Devices.** Equipment owned by You will be designated as "Customer Owned" in the Equipment Covered Under this Agreement" section on Page 1 of this Agreement and/or on the corresponding EquipmentSchedule(s) and you shall retain title to those devices.

D. **Device Adds/Removals.** Devices may be removed from this Agreement, if they are taken out of service and permanently removed from Customer's location. Additional devices may be added at anytime, provided the equipment model is supported by Smart Technologies. Devices added after the initial effective date of this Agreement shall be added at the then current rate. In either case of adding or removing devices, an amendment must be executed by Customer and submitted to Smart Technologies in order for the changes to take affect. Device adds/removals are subject to lease acceptance, where applicable.

E. Equipment Replacement - Smart Devices. If we, in our sole judgment, determine that we cannot maintain a device which was either leased, sold or rented by Smart Technologies in good working order, we shall, at our discretionand at our own expense, perform an off-site renovation of such Equipment or replace such Equipment with a like device. Customer understands that such replacement device may be reconditioned or otherwise used and, if the same product designation is not available, the replacement unit shall be of similiar or greater capabilities. Equipment exchanges are subject to lease acceptance, where applicable.

F. Equipment Replacement - Customer Owned Devices. If we, in our sole judgment, determine that we cannot maintain a device that is owned by You, either due to obsolescence, Manufacturer designated End of Service Life, lack of parts or supply availability and/or if the cost of required repairs exceeds the device value, You agree to replace the device, at your own expense, with a current, supported model. You have the option to (i) replace the device yourself or (ii) elect to replace the device with a Smart Technologies owned rental device, in which the appropriate rental charge will be added to your Agreement. Notwithstanding anything to the contrary, we agree to make every reasonable effort to service all devices covered under this Agreement.

4. Invoicing, Payment & Renewal.

A. **Image Charges.** The Minimum Monthly Payment amount will be billed to you each month, in advance, beginning on the effective date of this Agreement and continuing each month on the same day, until all payments have been made. Each month, you are entitled to produce the included number of images for each applicable page type. Ifyou use more than the allowance(s) provided, you willpay us an additional per image charge equal to the number of

B. **Meter Collection.** You are responsible for providing meter readings to us each month, so that we may accurately invoice you for this Agreement. We will make every reasonable effort to collect your meter readings remotely via the Smart Tracker application. However, if we unable to obtain the meter information for any particular device, we will notify you in an attempt to either (i) re-install the application or device or (ii) obtain a manually collected meter reading.Ifwe are stillunable to collect a meter reading, we reserve the right to estimate your meter, based on historical data, and/or charge you $35.00 per non-reporting device, for that particular billing cycle.

C. **Shipping Fee.** Smart Technologies will bill Customer a monthly supply freight fee, determined by the number of devices covered under this Agreement.

D. **Annual Rate Increase.** Smart Technologies reserves the right to increase the Minimum Monthly Payment and/or Excess Per Image charge on this Agreement,on an annual basis, not to exceed fifteen percent (15%) of the existingpayment or charge.

E. **Agreement Term & Renewal.** The initial term of this Agreement shall be five years and this Agreement commences upon acceptance by Smart Technologies.This Agreement may not be cancelled for the term of the Agreement. Atthe 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 least30 days before the end of any renewal term) of your intent to cancel this Agreement.

5. Monitoring Software.

A. **Permissions.** Smart Technologies will provide Customer with Remote Monitoring Software ("Smart Tracker"), which allows us to (i) create an optimization and/or device implementation plan, (ii) generate fleet tracking and utilization reports for business reviews, (ii) provide analysis of fleet performance and (iv) collect required data for supply shipping and monthly maintenance billing. You hereby authorize us to install such software on one or more of your networked devices (workstation, CPU, server) to monitor your usage and copy counts. At no time will the software provide us with access to any of your information, other than information directly related to this Agreement. You agree to provide us access to your network for purposes of installing, modifying, upgrading and/or otherwise maintaining the Smart Tracker software. You acknowledge that the monitoring software will be installed on your network asis, without warranty. Customer is required to keep the software active and reporting for the term of this Agreement.

B. **Ownership.** Ownership for the Smart Tracker software shall remain with Smart Technologies at all times, including all rights, both tangible and intellectual. Installation of our Smart Tracker software shall not be construed as a license for your use of such software. You may not copy, modify, rent, loan, lease or otherwise distribute our software, nor shallYou provide access to any third party or transfer the software without our express, written permission.

6. General Conditions.

A. **Non-Assignability.** Customer cannot assign this contract without written consent of Smart Technologies.

B. **Attorney Fees/Costs.** Customer shall pay allcosts and expenses related to enforcement or preservation of Smart Technologies rights under this contract including attomey's fees and court costs.

C. **Force Majeure.** Smart Technologies shall not be liable for damages, delays in performance and/or failure to perform its obligations under this contract caused by circumstances beyond its control including, but not limited to, workstoppages, delays or losses in shipping, bad weather, import or other governement restrictions, accidents, delays or failure to perform by its suppliers.

D. **No Warranties.** Smart Technologies disclaims all warranties; express or implied, including implied warranties of merchantability, fitness for use or fitness for a particular purpose. Customer agrees that Smart Technologies is notresponsible for direct, incidental or consequential damages, including but not limited to damages arising out of the use or performance of Equipment or the loss of use of such Equipment.

E. **Governing Law.** The laws of the State of Florida shall govern this contract.

F. **Entire Agreement.** This contract is the entire agreement between Customer and Smart Technologies and may not be modified except in writing by duly authorized officers of both the Customer and Smart Technologies.

Customer Initials: ____________________

SMART TECHNOLOGIES

Managed Solutions Agreement

Application No.	Agreement No.

771 Fentress Blvd., Suite 10 Daytona Beach, Fl 32114 Phone: 386.252.2292 Fax: 386.252.0920

The words "**Customer**," "**Lessee**," "you" and "your" refer to Custorner. The words "Lessor," "we," "us" and "our" refer to Smart Technologies

CUSTOMER INFORMATION

FULL LEGAL NAME
ABC Company

STREET ADDRESS
91111 Duke Blvd

CITY **Mason** STATE **OH** ZIP **45040** PHONE **4504504500** FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)
ABC Company

STREET ADDRESS
91111 Duke Blvd

CITY **Mason** STATE **OH** ZIP **45040** PHONE **4504504500** FAX

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
Brother MFC-EX670W		

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.

TERM AND PAYMENT INFORMATION

Term: **12**	Minimum Month Payment: $ **0.00**	End of Term Option: **FMV (Fair Market Value)**

Image Type	Included number of Monthly Images	Excess per Image Charge	Excess Per Image Charge* Preference (monthly , if not checked)	
Black and White Images	0	$ 0	☑ Monthly	☐ Quarterly
Color Images	0	$ 0	☑ Monthly	☐ Quarterly
Select Image Type		$	☐ Monthly	☐ Quarterly
Select Image Type		$	☐ Monthly	☐ Quarterly
Select Image Type		$	☐ Monthly	☐ Quarterly
Select Image Type		$	☐ Monthly	☐ Quarterly
Select Image Type		$	☐ Monthly	☐ Quarterly

☐ NO SERVICE If this box is checked, you agree that maintenance and supplies are not included in this agreement and Paragraph 13 shall not apply to this agreement

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

LESSOR ACCEPTANCE

Smart Technologies			
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 PAGE 2 ATTACHED HERETO.

ABC Company	**ABC Company**		
Customer (as referenced above)	SIGNATURE	TITLE	DATED

Federal Tax I.D. # PRINT NAME

1. AGREEMENT: You agree to rent from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items,"which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule,addendum or amendment hereto ("Agreement).You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, any purchase order, order, invoice, invoice, request for proposal, response or other related related document. document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
2. OWNERSHIP; PAYMENTS; TAXES AND FEES: Unless the End of Term Option specifies "$1 Buy Out", we own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. If the "$1 Buy Out" option applies, then a) you acknowledge that this Agreement shall be deemed to be a conditional sales contract, and that any ownership we have in the Equipment is hereby transferred to you "As Is" and "Where Is", b), you are responsible for reporting the Equipment as required to appropriate taxing authorities and for remitting any personal property tax related to the Equipment to such authorities, and c), we shall retain a security interest in the Equipment until all obligations to us are satisfied. You have the right to use the Equipment under the terms of this Agreement. 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 equal to: 1) the greater of 10% of the Payment which is late or twenty-six dollars ($26.00) or 2) if less, the maximum charge allowed by law.The Payment may be adjusted proportionately upward or downward: (1) 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 rental, 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. If we are required to file any property tax, we may charge you a processing fee for administering property tax filings. 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 $150 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. In order to facilitate an orderly transition, e charge 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.
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 (ii) 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 us finsurance le us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we have the option, but not the obligation to do so as provided in either (A) or (B) as follows as determined in our sole 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 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 and an insurance fee 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 relating to insurance we obtain pursuant to this subsection (A) 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 2% per annum. (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 shallassu all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. DEFAULT AND REMEDIES: You will be in default if: (1) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (ii) 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.e WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, DEFAULT, ACT OR OMISSION OMISSION BY ANYONE. 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. IfIf interest 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: (1) 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 End of Term option specifies $1 Buy Out", 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 return the Equipment, and you timely return the Equipment. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify,at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the End 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.
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,,wewe ask for for your y business business name,ame, 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, embargoes, and and the the prevention prevention and and detection 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 sole "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 (ii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the sole original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us.All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number,you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.
11. WARRANTY DISCLAIMERS: WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER 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 LAINT AGAINST AGAINST ANY ANY SUPPLIER, S LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.
12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee.You consent to jurisdiction and venue of any state or federal court in the state the Lessor or, if assigned, its assignee has its principal place of business and waive the defense defense of inconvenient inconvenient forum. For For any an 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: 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 ("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 pages shown on page 1 for each applicable page type. Regardless of the number of pages made,you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment.You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page 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.

Schedule A

Application No.	Agreement No.

This "A" is to be attached to and becomes pad of the above-referenced Ag reement by and between the undersigned and Smart Technologies.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
Brother MFC-EX670W		

Together with all replacements, pans, repairs, additions and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CUSTOMER ACCEPTANCE

THIS SCHEDULE "A" IS HEREBY VERIFIED AS CORRECT BY THE UNDERSIGNED CUSTOMER.

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
ABC Company	X		