

{SIGGUID}

# EQUIPMENT ORDER



9218 Galther Road  
Gaithersburg, MD 20877

Sales and Supplies 703.917.0100  
Service 301.330.0598  
Fax 571.633.0129

Customer Name: The Embassy of Mexico dba/ProMexico Phone: \_\_\_\_\_

Billing Address: 2829 16th Street NW Washington DC 20009  
(Street) (City) (State) (Zip)

Installation Address: 2829 16th Street NW Washington DC 20009  
(Street) (City) (State) (Zip)

EQUIPMENT / DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE
imageRUNNER Advance C356i II-imageRUNNER ADVANCE C356iF II	1		

COMMENTS Free delivery, installation, training, and networking

<b>Service Agreement</b>	<b>Meter Collection</b>	<b>Supply Auto Replenish</b>	<b>Total</b>	<b>SEE LEASE</b>
<input checked="" type="checkbox"/> Supply/Service	<input checked="" type="checkbox"/> Automated - ImageWARE Remote	<input type="checkbox"/> Automated - ImageWARE Remote	<b>Tax</b>	
<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Automated - SmartPrint	<input type="checkbox"/> Automated - SmartPrint	<b>Total Price</b>	
<input type="checkbox"/> All Fax Maintenance Only	<input type="checkbox"/> Customer Submittal	<input checked="" type="checkbox"/> Customer Request	<b>Delivery</b>	free
			<b>Less: Deposit</b>	
			<b>Balance Due</b>	

QTY	MODEL(S)	PRICE BILLED		COPY ALLOWANCE INCLUDED		PRICE PER COPY ABOVE ALLOWANCE
		<input checked="" type="checkbox"/> MONTHLY	<input type="checkbox"/> QUARTERLY	<input checked="" type="checkbox"/> MONTHLY	<input type="checkbox"/> QUARTERLY	
1	imageRUNNER ADVANCE C356iF	Included in lease		B&W: 2,000 Color: 1000		B&W: \$0.012 Color: \$0.069

Customer Signature: \_\_\_\_\_ Order Date: \_\_\_\_\_  
 Customer Name (printed): Enrique Perret Erhard Requested Delivery Date: 5/31/2018  
 Customer Tax ID#: \_\_\_\_\_ Sales Rep Name: Matthew Stromberg  
 Customer Email: maria.cortina@promexico.gob.mx Invoice Contact Name: \_\_\_\_\_  
 Invoice Contact Email: claudia.godinez@promexico.gob.mx

(SIGGUID)  
Lease #

# Lease Agreement (\$150,000 Maximum Transaction Size)



### LESSEE INFORMATION

LESSEE Full Legal Name: The Embassy of Mexico dba/ProMexico	LESSEE Phone Number:
LESSEE Billing Address: 2829 16th Street NW, Washington, DC 20009	County:
Equipment Location (if not the same as above): 2829 16th Street NW, Washington, DC 20009	LESSEE Tax ID#:

### EQUIPMENT DESCRIPTION

Equipment Make & Model	Serial Number	Accessories	(Attach Separate Schedule if Necessary)
Canon imageRUNNER ADVANCE C356if			

### TERM AND LEASE PAYMENT

Term of Lease in Months 12	Lease Payment (plus applicable taxes): \$337.00	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other (Default is Monthly)	If required, You agree to pay at the time you sign this Agreement - Advance Payment(s) totaling: \$ 0.00 Plus applicable taxes Documentation Fee \$175.00 Payable with First Invoice
END OF LEASE OPTIONS** <input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1.00 <input type="checkbox"/> OTHER		**Shall be FMV unless otherwise indicated	
Equipment Supplier Name/Address/Phone: United Business Technologies 8260 Greensboro Drive, Suite 435, McLean, VA 22102 (703) 917-0100			

### TERMS AND CONDITIONS:

1. Lease. You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the Supplier's estimate. This Lease is effective on the date that it is accepted and signed by us and the term of this Lease starts on the same date, or a later date reasonably calculated by us ("Commencement Date") and continues thereafter for the number of months indicated above with all Lease payments being due as indicated by us. If we accept this Lease you will pay us "interim" rent from the date the Equipment is delivered to you until the Commencement Date calculated by multiplying the monthly Lease payment by 1/30 for each day during the interim rent period. You will arrange for delivery of the Equipment and you will inspect it upon your receipt. The Equipment will be deemed irreversibly accepted by you upon delivery to us of a signed Delivery and Acceptance Certificate. BY SIGNING THIS LEASE YOU AGREE THAT: (i) YOU HAVE READ AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS LEASE; (ii) 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) This Lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed, construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens. Jury Trial. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court. You agree to pay us the Documentation fee to reimburse our expenses for preparing financing statements, other documentation costs and ongoing administration costs during the term of this Lease. If a payment is not made within 10 days of when due, you will pay us a late charge of 7% of the payment, but in no event greater than the maximum rate allowable under applicable law. We may charge you a fee of \$25.00 for any check that is returned, but in no event greater than the maximum allowed under applicable law.

In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. That cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The insurance we obtain (1) will not name you as an insured, additional insured or loss payee, (2) will not provide you with liability insurance, (3) may not pay any claim that you make (4) will not pay any claim made against you, and (5) may be cancelled by us at any time. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained.

6. Taxes. You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or at the end of the lease term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

7. End of Lease; Return. You will give us at least 90 days but not more than 180 days written notice before the expiration of the initial lease term, or 30 days before the end of any renewal term, of your intention to purchase or return the Equipment. With proper notice you may: (a) purchase all Equipment as indicated above under "End of Lease Option" on an "AS-IS, WHERE-IS" basis (fair market value purchase option amounts will be determined by us based on the Equipment's in place value), or (b) return all the Equipment in good working condition at your cost within 10 days after the end of the lease term, and to a location we designate. If you fail to notify us, or if you do notify us but do not (i) purchase or (ii) return the Equipment as provided in your notice, this Lease will automatically renew at the same payment amount for successive 12 month terms unless and until you provide us with the required notice that you will not renew and you return the Equipment at the end of the renewal term. If your payment frequency is monthly your payments during renewal remain the same. If your payment frequency is other than monthly, then your renewal payment shall be the monthly equivalent of your payment amount. Unless you purchase the Equipment at the end of this Lease, you will immediately deliver the Equipment to the party and location directed by us in as good condition as when you received it, except for ordinary wear and tear. You will pay for all outstanding lease payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, and expenses of deinstalling, crating, shipping, and insuring the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.

8. Default and Remedies. You are in default under this Lease if: (a) you fail to pay a Lease payment or any other amount within 30 days of when due; (b) you breach any other obligation under this Lease or any other Lease with us; (c) you file, or have filed against you, a petition in bankruptcy; or (d) any guarantor of this Lease dies or files, or has filed against it, a petition in bankruptcy. If a default occurs, we may do one or more of the following: i) assign, cancel or terminate this Lease; ii) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (1) the present value of all unpaid Lease payments, past due, due and to become due for the remainder of the term of the Lease, plus the present value of our anticipated residual interest in the Equipment, each discounted at the lesser of the rate implicit herein or 4% per year, plus (2) all other amounts due or that are to become due under this lease; iii) require you to deliver the Equipment to us; and iv) exercise any other right or remedy available at law or in equity. We may peacefully repossess the Equipment and dispose of it and you will remain liable for any remaining deficiency balance hereunder. Our remedies are cumulative. You agree to pay all of our costs of enforcing our rights against you. You will remain responsible for any amounts that remain unpaid including reasonable attorneys' fees.

9. Miscellaneous. To the extent permitted by applicable law, you waive any and all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code. We may inspect the Equipment during the Lease term. The Lease may only be amended by a writing signed by you and us. All notices must be in writing and are effective 3 days after deposit in the U.S. mail. If you transmit this Lease signed by you to us by fax or scanned e-mail ("E-Mail"), you agree that, if we elect to do so in our sole discretion, the only version of this Lease that is the original for all purposes is the version containing your fax or E-Mail signature and our original signature. If you elect to transmit this Lease by fax or E-Mail, you waive notice of your acceptance of this Lease and receipt of a copy of the originally signed lease. This is the entire agreement regarding your lease of the Equipment and no verbal representations have been made and in any event are not binding. Any changes must be agreed to in writing by you and us to be effective. Any delay in enforcement by us is not a waiver of our rights. You agree to provide us with our most recent financial statements upon our written request.

2. Title. Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file a financing statement.

3. Equipment Use, Maintenance and Warranties. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We are not the manufacturer of the Equipment and you will not make a claim against us for any consequential, direct, special or indirect damages for any reason. You have selected the Equipment based solely on your own judgment. Neither the supplier nor any salesperson is our agent or has authority to bind us in anyway. We transfer to you any assignable manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not affect your obligation to pay all Lease payments when due. You cannot move the Equipment from your location shown above or make any alterations to the Equipment.

4. Assignment. You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent, which consent will not be unreasonably withheld. We may, without notice to you, sell, assign or transfer the Lease and/or the Equipment and the new owner will have the same rights and benefits we now have (but not our obligations) and will not be subject to any claims defenses or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance. You are responsible for all loss or damage to the Equipment during the lease term. If either occurs, at our option you must either repair the Equipment to our satisfaction or pay the amount in 8(ii). You are also responsible for and will indemnify us against all claims for losses or damage caused by the Equipment which are made during or after the lease term. You will (1) insure the Equipment against all loss or damage naming us as loss payee, (2) obtain liability and third party property damage insurance naming us as an additional insured and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material policy change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term and renewals.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** 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 for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

**DATA SECURITY.** Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customers/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

LESSEE: The Embassy of Mexico <b>PROMEXICO</b>	(SIGDATE2)
Signature (SIGNAME2)	Date Signed (SIGTIME2)
Printed Name <i>Enrique Perret Erhard</i>	Title <i>Dr. Reg. North Am.</i>

LESSOR: United Business Machines, Inc. d/b/a United Business Technologies 8260 Greensboro Drive, Suite 435 McLean, VA 22102	
Authorized Signature	Date Signed
Name and Title	

# Terms and Conditions

These are the terms and conditions referred to on the face page to which they are attached (such face page, and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

This Agreement is entered into between the Customer (hereinafter referred to as "Customer") and United Business Technologies, (hereinafter referred to as "UBT").

1. **CHARGES:** Base charges shall be billed in advance and per Impression charges, including impressions in excess of covered impressions, shall be billed in arrears on a periodic basis as specified on the face page. Invoices shall be due and payable upon receipt.
  - a) The price per impression includes toner based on usage consistent with manufacturers published yield specifications for its toner products. If UBT determines that you have used more toner than normal (as determined by the manufacturer's toner yield specifications), UBT will invoice an appropriate surcharge to offset such increased usage. UBT also reserves the right to invoice for: 1) excess toner that the customer requests to keep on hand which is beyond reasonable levels based on monthly average copy volume and 2) excess toner that the customer has received and not utilized as evidenced by the final meter reads at the time of contract termination.
  - b) You agree to provide meter readings to UBT, if applicable, in accordance with the meter read option selected and UBT's normal procedures. If UBT does not receive timely meter readings from you, you agree to pay invoices that reflect UBT's estimates of meter readings. UBT reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.
2. **COVERED SERVICE:** UBT shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and UBT's normal practice. Such service shall be performed during UBT's local regular business hours (8:15 am to 5:00 pm Monday through Friday, except holidays).
  - a) You shall afford UBT full, free and safe access to the Equipment to perform on-site service. UBT may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside UBT's authorized service territory. If, in UBT's opinion, any Equipment cannot be maintained in good working order through UBT's standard maintenance services, UBT shall at its option, either (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by UBT in connection with maintenance services hereunder, shall become the property of UBT and you disclaim any interest therein.
  - b) The all-inclusive supply contract includes drums and toner. UBT reserves the right to invoice for shipping and handling charges related to toner shipments over the course of the year. Surge protectors and voltage regulators are also included at no additional charge. (Customer understands and agrees that the Customer is responsible for having the appropriate power requirements at their location prior to installation of equipment.)
  - c) All network calls are included during the first 12 months of this service agreement. After the initial 12-month period, network calls unrelated to the copier equipment will be billed at UBT's prevailing labor rate. Customization or adjustments to integrated solutions requested by customer may be charged at UBT's prevailing labor rate.
3. **NON-COVERED SERVICE:** The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with UBT's then current labor, parts and supply charges: (a) replacement of any staples, paper, transparencies, or other media (b) replacement of any professional punch dyes (c) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by UBT and which cause abnormally frequent service calls or service problems; services performed by personnel other than UBT personnel; transportation of the Equipment; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (d) reinstallation or relocations of Equipment; (e) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (f) repairs or service required as a result of inadequate operation of the Equipment; (g) excessive support on any third party coat recovery system.
4. **WARRANTIES:** This Agreement specifically incorporates all warranties described in the attached applicable customer guarantees for both direct purchase and lease transactions. Equipment orders for regularly stocked products can be cancelled by either party prior to delivery of the product. Equipment orders for special order equipment or software that UBT does not regularly stock in its normal course of business cannot be cancelled.
5. **ONE YEAR UNCONDITIONAL MONEY BACK GUARANTEE:** 100% equipment refund or exchange up to \$1 million dollars per customer of original copier sale value if for any reason you decide you no longer want or need the copiers acquired.
  - a) This guarantee applies to those copiers being directly serviced by UBT in the Baltimore/Washington, New York City, and Los Angeles metropolitan areas.
  - b) In order to qualify for the one-year money back guarantee you must send a letter via certified mail exercising this option within one year of delivery of the equipment. Additionally, this money back guarantee is entirely contingent upon the customer being current on all outstanding invoices for lease payments and service contracts, maintaining a continuous full-service contract with UBT only, and refunding to UBT any lease buyouts or stream of payments paid by UBT on any trade-ins that were part of the transactions. If any of these terms are not met at the time UBT receives the customer's letter, the money back guarantee will become null and void and any subsequent requests cannot be executed.

- c) Warranties and guarantees are available to UBT customers who utilize UBT's leasing subsidiaries or purchase equipment directly from UBT. United Business Technologies extends the above guarantees to corporate clients using A3 machines 25+cpm models. Desktop copiers and production devices are specifically excluded from this money back guarantee. The one-year unconditional money back guarantee and the 5-year total satisfaction guarantee do not apply to print-for-pay/commercial print companies or special-order equipment and software that UBT does not stock in its normal course of business. The one-year unconditional money back guarantee is null and void when organizations declare Chapter 7/Chapter 11 bankruptcy or close operations. The money back guarantee is null and void to customers who do not adhere to the manufacturers specified electrical requirements. The one-year unconditional money back guarantee does not apply to existing machines beyond the original lease term, or buyouts of existing leases.
- d) If you exercise the one-year money back return or exchange guarantee, any new copiers installed during the same year, as part of this exchange, will be excluded from either the one-year money back or exchange guarantee going forward.

6. **RECOURSE REQUEST:** Any recourse for a missed guarantee needs to be requested by the customer within 45 days of the missed service level. UBT will then provide recourse as outlined in the Customer Guarantee documents.
7. **TRADE-IN/LEASE RETURN:** Customer understands and agrees that UBT will dispose of any trade-in or returned lease equipment associated with this purchase as determined appropriate by UBT operations personnel. In the event the customer exercises any of the money-back or return options, the customer understands that their trade-in or leased equipment will not be returned.
8. **THIRD PARTY VENDOR SERVICES:** If at any time Customer requests or requires UBT to use a third-party vendor registration service, Customer agrees to reimburse UBT for any costs associated with this process. This includes, but is not limited to, services for vendor registration, invoice submission and payment processing. Additionally, any customer paying for the purchase of equipment by credit card will be assessed a service fee: 3.25% for American Express or 2.5% for Visa/MasterCard.
9. **TERM:** Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed Equipment under toner inclusive contracts.
  - a) The maintenance agreement will remain in effect for the term of the lease (purchased units for four years from the date of installation). Subsequent to this initial period, this contract will automatically renew for additional 12-month periods, unless UBT is notified of the Customer's intent to cancel via certified mail, 30 days prior to the anniversary of the start date.
  - b) If the customer elects to terminate the maintenance agreement prior to the expiration of the initial term or any subsequent renewal period, the customer will be responsible for early termination charges equal to the average monthly billing over the prior 12-month period multiplied by the number of months remaining in the initial term or renewal period.
  - c) At the end of the first year of this maintenance Agreement and once each successive 12 month period, UBT may increase the contract minimum and the price per impression over the minimum.
10. **DEFAULT:** You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. Unpaid invoices are past due 30 days from date of invoice. A 1 1/2 % per month (18% per year) Finance Charge will be added to all invoices that exceed 30 days. United Business Technologies may suspend its performance under this Agreement if any payments by Customer are past due. Customer assumes responsibility for any Attorney's fees, court costs and collection fees associated with the collection of past due balances. This contract shall be construed under the laws of the State of Maryland. Any litigation concerning this contract may be commenced, at the sole discretion of United Business Technologies, in any local, state or federal court within the state of Maryland. UBT reserves the right to terminate this agreement with 30-day notice. If UBT terminates this agreement Customer shall be liable to UBT for all service and supplies provided through termination date.
11. **ENTIRE AGREEMENT:** This Agreement shall be binding upon you when you sign this Agreement and shall be binding upon UBT upon the installation of the Equipment by UBT and approved by UBT's Contract Administrator. This Agreement constitutes the entire agreement between the parties with respect to the previous proposals agreements, oral or written. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon UBT as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and an officer of UBT. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without UBT's prior written consent, and any attempted assignment without such consent shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Equipment and the Software, except to the extent set forth on the original of this Agreement.
12. **ELECTRONIC ACCEPTANCE:** You agree that UBT may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.
13. UBT will make every effort to provide the customer with maximum machine uptime. In no event will UBT be responsible for any lost business revenue should the copier not function properly.

UBT Use Only	
UBT's Contract Administrator Signature	Date

Customer Signature \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_  
 Date May 10<sup>th</sup>, 2018