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*“Vendor” should incorporate the following terms and conditions as detailed herein into the Lease/Purchase Agreement as an Addendum or amend the contract to incorporate such requirements. The terms stated in this document should override any other terms dictated in “Vendor”’s current boiler plate agreements*

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## LEASE

**Be sure to separate your lease agreement from your service agreement. Never bundle the two together.**

### 1. PAYMENT TERMS

Payment is due and payable within 45 days from the invoice receipt date. Customer reserves the right to audit and recover any erroneous billing or discrepancies going back to the execution date of an agreement between Customer and “Vendor”. In any case of late payment by Customer, “Vendor” may charge Customer a late charge equal to one percent (1%) of the amount due as reasonable collection fees, not to exceed the maximum amount permitted by law.

### 2. END OF TERM & RENEWAL OPTIONS

Customer shall give at least 45 days’ written notice prior to the end of the lease term of their intention at the end of the term. Customer shall have the option to (i) buyout and keep one, some or all Hardware under this Agreement or, (ii) return one, some or all Hardware under this Agreement to the location designated by “Vendor” within the continental United States. If Customer fails to provide 45 days’ written notice, the terms of this Agreement shall automatically renew for successive 30-day periods until notice is given.

### 3. EARLY BUYOUT OPTIONS

If at any time during the term of this Agreement Customer requests a quote from “Vendor” for a buyout to keep/own, buyout to return, and/or buyout to upgrade one, some, or all Hardware under this Agreement, “Vendor” must provide such quote to Customer.

### 4. RETURN OF HARDWARE

At the end of the term, or if at any time Customer exercises their option to buyout to return one, some, or all Hardware under this Agreement, the cost to ship Hardware to the location “Vendor” designates, shall not exceed \$250 per unit. “Vendor” will cover all additional costs associated with shipping including but not limited to packaging, labor, shipping, and insurance to cover the Hardware while in transport.

**5. INVOICE DISCREPANCIES**

If Customer and/or Customer’s designee/s contact “Vendor” in writing regarding an invoice discrepancy or dispute, Customer and or Customer’s designee’s and “Vendor” will work together to resolve all discrepancies or disputes. Customer shall pay all non-disputed charges and protest the disputed charges in writing to “Vendor”. Customer will not be charged a late fee on any charges disputed by Customer.

**6. INVOICE CONTENT & AVAILABILITY**

Each invoice delivered by “Vendor” to Customer shall set forth at a minimum the following fields, or any other information that may be reasonably requested by Customer:

- 6.1. “Vendor”’s invoice number;
- 6.2. Date invoice was issued;
- 6.3. Payment due date;
- 6.4. Account and/or Schedule number;
- 6.5. Total payments made against lease (i.e. Payment # xx of xx);
- 6.6. Address of Hardware location;
- 6.7. Serial number for each piece of Hardware;
- 6.8. Make/model for each piece of Hardware;
- 6.9. Lease amount owed for each piece of Hardware, as a separate line item;
- 6.10. The rate and amount of any taxes being billed, as a separate line item; and
- 6.11. The total amount of the invoice

Copies of invoices as issued must be made available online via a web portal and Customer, and/or Customer’s designee/s must be provided proper login credentials (i.e. username and password) to access such invoices at no cost to Customer or Customer’s designee/s.

**7. ELECTRONIC REPORTING**

Reporting, as identified below, shall be sent to Customer, and/or Customer’s designee/s on a reoccurring basis and shall include the following parameters and requirements below/ Noncompliance to the provisions below will result in a 10% rebate of the average invoiced dollar amount over the most recent 3 months of lease:

- 7.1. **FREQUENCY OF REPORTING.** Reporting will be provided to Customer and/or Customer’s designee/s on a monthly basis no later than the 5<sup>th</sup> business day of each month for the prior month’s usage period.
- 7.2. **DELIVERY METHOD.** Reporting will be delivered via e-mail to [Reports@CompanyName.com](mailto:Reports@CompanyName.com) and any other named email addresses as requested by Customer in writing. Reports shall be sent as an unlocked and editable .XLSX (Excel) or .CSV file.

7.3. **COST OF REPORTING.** Standardized and customized reporting shall be provided at no additional cost to Customer or Customer’s designee/s.

7.4. **CONTENTS OF STANDARD REPORTING.** Standard reporting will include, at a minimum, the following fields:

Lease Reporting

- 7.4.1. Hardware Serial Number
- 7.4.2. Hardware Model
- 7.4.3. Lease Term
- 7.4.4. Lease Term Start Date
- 7.4.5. Lease Term End Date
- 7.4.6. Lease Charge
- 7.4.7. Additional Fees (detail)
- 7.4.8. Property Tax Charged in Usage Period
- 7.4.9. Other Tax/es Charged in Usage Period
- 7.4.10. Total Charge

7.5. **REQUESTS FOR CUSTOMIZED REPORTING.** Should Customer, or Customer’s designee, from time to time request reporting outside of the Standard Reporting contents as described in number four (7.4.) above, “Vendor” shall respond to request within 5 business days and issue all customized reporting electronically via the delivery method as stated in number two (7.2.) above.

7.6. **ACCESS TO ONLINE PORTAL REPORTING.** If “Vendor” provides online portal access to Customer and Customer’s designee/s, “Vendor” will not be held responsible to send reporting as outlined above in numbers one through four (7.1. – 7.4.) as long as the following requirements are met:

- Reporting through the online portal is available no later than the 5<sup>th</sup> business day of each month for the prior month’s usage period.
- Reports can be exported into an unlocked and editable .XLSX (Excel) or .CSV file.
- Access to online portal reporting is provided at no additional cost to Customer or Customer’s designee/s.
- Reporting provides the same content as outlined in number four (7.4.) above.

## PURCHASE

### 1. HARDWARE PRICING

The pricing and applicable discounts for Hardware shall be as set forth in an attached schedule and shall be firm for a period of three (3) years from the Start Date of this Agreement. In the event a model of Hardware is discontinued during the term hereof, any successor model with the same or moderately similar specifications, capabilities and features as the model of Hardware discontinued, shall have discount levels or pricing no worse than those provided in the attached Schedule.

Pricing as outlined in Schedule must be itemized by accessory/feature.

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