

Image Management Agreement



Order #		Agreement Number:			
Customer's Full Legal Name ("You" and "Your"):					
Trade / DBA Name (if different from above):					
Primary Street Address:					Suite:
City:		State:		Zip Code:	
Phone Number:		County:		Fed Tax ID:	
Equipment Information:					
Quantity	Make	Model	Description		
See Schedule A -if this box is checked					
Initial Term	Payment Includes	-	B&W Copies per Month	Overages Billed at	\$ - per copy
	Payment Includes	-	Color Copies per Month	Overages Billed at	\$ - per copy
Months	Payment Includes	-	B&W Prints per Month	Overages Billed at	per print
	Payment Includes	-	Color Prints per Month	Overages Billed at	per print
Total Payment per month for Included Images* (plus applicable Tax):				\$	-
Payment Period is Monthly unless otherwise noted: Monthly		Overage Billed Monthly unless otherwise noted: Quarterly		Origination Fee:\$ 0	
NTouch Support Service Monthly Pay Option: Customer agrees to pay \$15 per month for each item of Equipment for the Software Support described in Section 15.					
NTouch Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of \$149.					
Managed Network Services Payment (included in Payment) \$ _____ for Managed Network Services (defined below)					

You acknowledge and agree that this Image Management Agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. 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, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and will neither you nor any Representative 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 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.

1. EQUIPMENT RENTAL. You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment.

2. EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION. We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Payment amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside Our normal business hours and any service, parts or supplies required by Your misuse or abuse of the Equipment, negligence, use of improper supplies, electrical or environmental problems, improper moving, extraordinary use or failure to follow the manufacturer's suggested use instructions, each as reasonably determined by Us. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: (a) You selected the Equipment based on Your own judgment; (b) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever (including, without limitation, Our failure to provide You with Managed Network Services); and (c) if We assign this Agreement pursuant to Section 9 (i) the Assignee shall not be responsible for providing You with Software Support, other Equipment service, parts or supplies, or for any other obligations that We owe to You (even though the Assignee may, as a convenience to You, invoice You for amounts owed under such contract along with the amounts owed under this Agreement on one invoice bill and collect monies owed by You to Us), (ii) if the Equipment is unsatisfactory or if We fail to provide any service or fulfill any other obligation to You, You shall not make any claim against the Assignee and shall continue to fully perform under this Agreement, and (iii) We are not an agent of the Assignee and are not authorized to waive or alter any term of this Agreement.

3. PAYMENTS. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, (ii) the applicable overage charges for each metered copy & print collectively called Images in excess of the applicable number of copies included in the Payment, and (iii) applicable taxes and other charges provided for herein. You agree to pay the minimum Payment amount even if You do not make the applicable number of copies in a given month. You agree that We may increase the Payment and/or the applicable overage charges once each year during the Term, by an amount not to exceed 15% per year. You shall allow Us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, You will provide Us by telephone, email, or facsimile with the actual meter readings when We so request. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then We may estimate the number of copies & prints collectively called Images made and invoice You accordingly. If 3 consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge will be assessed to You. No retroactive adjustments will be made to the estimated meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$25.00 for any returned or dishonored check or draft. The Payment may be adjusted proportionately upward or downward, as necessary, to comply with the tax laws of the state in which the Equipment is located.

4. TERM; AUTOMATIC RENEWAL. The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Initial Term" above. You agree to pay a transitional payment equal to 1/30th of the Total Payment, for each day from and including the date You sign the Acceptance of Delivery until the day preceding the Commencement Date. Unless You notify Us in writing not less than 60 days not more than 150 day prior to the expiration of the term or any renewal term that You intend to return the Equipment at the end of such Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) all terms of this Agreement will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Term, then You shall make the Equipment available for return in accordance with Section 12. This Agreement is non-cancelable for the full Term.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) (collectively "Claims") made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment or Our performance of any services hereunder, excluding any such Claims caused by Our gross negligence or willful misconduct. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment or Our performance of any services hereunder.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above)		Novatech, Inc. ("We," "Us," "Our" and "Owner")	
By:	Date:	By:	Date:
X		X	
Print name:	Title:	Print name:	Title:

6. DISCLAIMER. EXCEPT TO THE EXTENT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Agreement in the hands of an Assignee is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the manufacturer, which warranty rights We assign to You for the Term (provided You are not in default). You may contact Us for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. OWNERSHIP; USE AND MAINTENANCE. You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment and shall hold Us harmless in accordance with Section 5 for any damages caused by computer viruses. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition"). With respect to any equipment designated as "Service Only", You acknowledge and agree that: (i) We do not own such equipment, (ii) such equipment is not provided or rented to You pursuant to the terms of this Agreement, (iii) the Supplier has agreed to provide service and supplies for such equipment in accordance with the terms of this Section 7, and (iv) the portion of the Payment attributable to such "service only" equipment includes payment only for the service and supplies provided by the Supplier pursuant to this Section 2 and not for the use or rental of such equipment.

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us. You agree to 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 the 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.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or Sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations hereunder. Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay us a fee for Our administration of taxes related to the Equipment. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You also agree to pay Us an Origination Fee in the amount set forth on Page 1 (or as otherwise agreed to). We may charge you a supply freight fee to cover our costs of shipping supplies to you. In connection with the expiration or earlier termination of this Agreement, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts.

11. DEFAULT; REMEDIES. You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Total Payments and other amounts then due and past due, (ii) all remaining Total Payments (excluding the Managed Network Services Payment portion of each Total Payment) for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may hereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. Upon expiration of the Term, if You do not purchase the Equipment, You will return all of the Equipment to a location we specify, at your expense, in the continental United States. The Equipment must be returned to Us in Good Condition (defined in Section 7). You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting a data security standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Our assets, all at the sole election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees and parties having an economic interest in this Agreement and/or the Equipment. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

15. NTOUCH SUPPORT SERVICE. As used herein, "Software Support" means the technical service and training for computer connectivity to the Equipment, including loading print drivers, configuring scan settings, desktop faxing and troubleshooting problems printing individual files, complex job creation, and color matching. During the first 30 days of the Term, We will provide You with MFP App, Fiery Controller and Software Support for no additional charge. Thereafter We will continue to provide You with Software Support (a) for an additional payment of \$15.00 per month for each item of Equipment (in addition to the Total Payments and other amounts due under this Agreement) for the Term if You checked the box for "NTouch Support Service Monthly Pay Option" on Page 1 of this Agreement, or (b) at the rate of \$149 per hour if You checked the box for "NTouch Support Service Hourly Pay Option" on Page 1 of this Agreement. You acknowledge that the installation, operation, upgrade or maintenance of the Equipment or software can cause data and/or files to be accessed, deleted or damaged and You will take precautions to backup, secure and protect all software, data and removable storage media prior to requesting Us to provide any Software Support.

16. Managed Network Services: If the Payment includes a "Managed Network Services Payment," then We have agreed to provide You with remote network monitoring and maintenance, network security services and other network services (collectively, the "Managed Network Services") pursuant to a separate agreement relating thereto ("the "Managed Network Services Agreement"). Such Managed Network Services Agreement is separate and distinct from this Agreement and shall not affect Your obligations under this Agreement. The provision of the Managed Network Services will be governed solely by the Managed Network Services Agreement. As a convenience to You, We may "provide You with one invoice covering (1) amounts owed under this Agreement, and (2) amounts owed under the Managed Network Services Agreement. If You have any dispute with Us regarding the Managed Network Services Payment or the Managed Network Services Agreement, You will continue to pay all Payments and other amounts due under this Agreement without deduction, offset or withholding of any amounts. The Managed Network Services Payment includes only the Managed Network Services and not possession, use, lease or rental of any Equipment. You and We may by written agreement add, modify or remove Managed Network Services and may modify the Managed Network Services Payment; provided that such agreement does not modify the Payment (excluding the Managed Network Services portion of the Payment) or any other term of this Agreement.