



SUPPLEMENT

MASTER AGREEMENT NO.

APPLICATION NO.

CONTRACT/SUPPLEMENT NO.

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: City of Powder Springs

ADDRESS: 4484 Marietta Street, Powder Springs, GA 30127

MASTER AGREEMENT

REFERS TO THE AGREEMENT BETWEEN CUSTOMER AND OWNER IDENTIFIED IN OWNER'S RECORDS BY THE MASTER AGREEMENT NO. ABOVE.

DESCRIPTION OF EQUIPMENT

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

Toshiba ES 3505AC (x5) - copy, print, scan, finisher

EQUIPMENT LOCATION: Various

DESCRIPTION OF EQUIPMENT REMOVED

MAKE, MODEL NUMBER, INCLUDED ACCESSORIES & SERIAL NO.

PAYMENT (CHECK ONE PAYMENT OPTION)

[X] MONTHLY PAYMENT AMOUNT: \$ 1,075.00 (PLUS TAX) (INCLUDES AMOUNTS DUE UNDER THIS SUPPLEMENT ONLY)

[] TOTAL CONSOLIDATED MONTHLY PAYMENT AMOUNT: (PLUS TAX) (INCLUDES AMOUNTS DUE UNDER THIS SUPPLEMENT, THE MASTER AGREEMENT, AND ANY OTHER APPLICABLE SUPPLEMENT(S) DURING THE TERM THEREOF)

TERM (CHECK ONE TERM OPTION)

[] TERM: THE END OF THE TERM OF THIS SUPPLEMENT IS THE END OF TERM OF THE MASTER AGREEMENT (COTERMINOUS)

[X] TERM IN MONTHS: 48 (APPLIES TO THIS SUPPLEMENT ONLY)

AGREEMENT

If this Supplement relates to Equipment not subject to the Master Agreement (i.e., additional Equipment), this Supplement, together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between Customer and Owner with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. Customer agrees to be bound by the terms of this Supplement, which includes the preprinted terms of the Master Agreement (as amended) and agrees this Supplement shall commence on the date of Owner's acceptance. The original of this Supplement shall be that copy which bears a facsimile or original of Customer's signature and which bears Owner's original signature. If any provision in this Supplement conflicts with a provision in the Master Agreement, the provision in this Supplement shall control.

If this Supplement relates to Equipment subject to the Master Agreement (i.e. replaced or removed Equipment and/or payment modifications), the Master Agreement shall be modified or supplemented as set forth above as of the date Owner accepts this Supplement. Except as specifically modified by this Supplement, all other terms and conditions of the Master Agreement (as amended) remain in full force and effect.

CUSTOMER'S AUTHORIZED SIGNATURE

ONCE YOU SIGN THIS SUPPLEMENT AND OWNER ACCEPTS IT, THIS SUPPLEMENT WILL BE NON-CANCELABLE FOR THE FULL TERM.

(As Stated Above)

[X] SIGNATURE

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

EDGE Business Systems, LLC

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Supplement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Supplement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Master Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Supplement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: X INDIVIDUAL: DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the equipment referenced herein: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME & TITLE:

DATE:

Customer "Bill To" Address		Customer "Ship To" Address	
Company	City of Powder Springs	Company	Same
Address 1	484 Marietta Street	Address 1	
Address 2		Address 2	
City / State / Zip	Powder Springs, GA 30127	City / State / Zip	
Fed Tax ID			
Contact	Pam Conner	Contact	
Phone	770-943-1666	Phone	
Fax		Fax	
Email	PCONNER@CityOfPowderSprings.org	Email	

In consideration of the mutual agreement and Terms & Conditions set forth herein, the above named customer (hereinafter "Customer") and EDGE Business Systems ("EDGE") agree as follows: EDGE agrees to provide equipment and services as set forth hereinafter and for the hardware and/or software described herein subject to all terms and conditions contained herein and reverse side hereof.

Equipment Detail

Qty	Make / Model / Description	Serial Number	Amount
5	Toshiba e-STUDIO3505AC		
5	300-Sheet DSDf		
5	2000 Sheet Large Capacity Feeder		
5	Inner Finisher		
5	Fax Unit		
Details			
Price includes: Delivery / Initial Network Set-Up and Training			
Machines are eligible for early upgrade or competitive buyout with only the "buyout to return" option from the financing company			
Notes			
			Subtotal
			Sales Tax
			Delivery & Installation
			Total

By executing this sales agreement, the undersigned acknowledges that they have read and understand the agreement and certifies authorization to execute this agreement on behalf of the customer.

Printed Name	Customer Signature	Title	Date

Sales Agreement Terms and Conditions

1. This agreement shall become binding once approved and accepted by EDGE Business Systems, Inc ("Seller") at its home office, and until such time this agreement is merely an offer and not a contract.
2. This order may not be canceled or altered after acceptance without Seller's consent.
3. Provisions of this contract once accepted by Seller constitute the entire agreement between purchaser and Seller and supersede all other written and oral communications between parties. The Seller is specifically not bound by any oral or written representation made by its employees or sales representatives who do not appear herein in writing.
4. Seller, at its option, may terminate this Agreement without prior written notice where invoices are unpaid and overdue or where any of the terms and conditions of this Agreement has been violated by Customer. Customer agrees to pay Seller's costs and expenses of collection including the maximum attorney's fee permitted by law, said fee not to exceed 25% of amounts due hereunder.
5. Customer agrees to bear all risk of theft, loss or damage, no matter how occasioned, to all equipment installed hereunder.
6. A purchase money security interest is hereby granted to Seller in the property described on the reverse until such time as the account balance is paid in full. In addition title to the equipment remains with Seller until account is paid in full.
7. On each installment in default for a period of more than ten days, the Customer will pay a delinquency charge up to 5% of each installment.
8. Seller reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Customer of its obligation to accept remaining installments.
9. Seller shall not be liable for failure to deliver or delays occasioned by causes beyond Seller's control including without limitation strikes, nondelivery by shippers carriers or others, accidents or government acts.
10. Default: In the event the customer shall default on any payments due under this agreement or in the event of any default or breach of the terms and conditions of this agreement, Seller shall have the right to do any one or more of the following: (a) With verbal notice to the customer seller may repossess the equipment wherever found without legal proceedings, and for this purpose Seller or its agents may enter upon any premises under the control or jurisdiction of the Customer or its agents without liability for suit, action or other proceeding by Customer and remove the equipment; (b) Any repossession, resale or release of any equipment by Seller shall not be a bar to the institution of litigation by Seller against the Customer for damages for breach of this agreement.
11. All parties agree that in no event shall Seller be liable to customer for incidental damages, including but not limited to inconvenience, loss of time, or legal liability resulting from loss of use of equipment for any period of time for any reason. There are no warranties, other than those contained in this agreement, including the implied warranties of merchantability and fitness for a particular purpose of this agreement. This agreement constitutes the entire agreement between Seller and Customer and no representation or statement not expressed herein shall be binding on the Seller.
12. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGEMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.
13. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment, unless such losses or injury are caused by us.
14. CONSENT TO LAW, JURISDICTION AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Georgia and shall be governed by and construed in accordance with its laws. If the Seller shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of Georgia. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Seller in relation to such matters. You waive trial by jury in any action between us.

EDGE Signature	Printed Name	Title	Date

Customer "Bill To" Address	
Company	City of Powder Springs
Address 1	484 Marietta Street
Address 2	
City / State / Zip	Powder Springs, GA 30127
Fed Tax ID	
Contact	Pam Conner
Phone	770-943-1666
Fax	
Email	PCONNER@CityOfPowderSprings.org

Customer "Ship To" Address	
Company	Various - See Equipment Schedule
Address 1	
Address 2	
City / State / Zip	
Contact	
Phone	
Fax	
Email	

In consideration of the mutual agreement and Terms & Conditions set forth herein, the above named customer (hereinafter "Customer") and EDGE Business Systems ("EDGE") agree as follows: EDGE agrees to provide service, maintenance and supplies as set forth hereinafter and for the hardware and/or software described herein subject to all terms and conditions contained herein and reverse side hereof.

Equipment Detail

Make/Model / Description	Serial Number / ID	Start Meter
Toshiba e-STUDIO3505AC		
Toshiba e-STUDIO3505AC		
Toshiba e-STUDIO3505AC		
Toshiba e-STUDIO3505AC		
Toshiba e-STUDIO3505AC		

Service Agreement Charges

Detail	Volume	Total	Overage Rate
Black-White Base	12,000		\$0.0065
Color Base	1,200		\$0.065

Cost-per-Print is include in Cost per Image Agreement

Contract Term (Months):	Yes
Base Billing:	48
Overage Billing:	Monthly
Supplies Included:	Monthly
Remote Support	Yes

Meter Contact:	Pam Conner
Email:	PCONNER@CityOfPowderSprings.org
Phone:	770-943-1666

Initial: _____ Declined, Billable _____
 (Declined if not initialed)

Equipment Pickup	Yes	<input checked="" type="checkbox"/>	Item	Description	Serial Number
	No		See Equipment Schedule		

Printed Name	Customer Signature	Title	Date
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Maintenance Agreement Terms and Conditions

1. As part of its Services, EDGE will repair or replace in accordance with the terms and conditions of this Agreement any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies unless included in agreement). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of EDGE. Customer shall permit EDGE access to equipment for service and repair during reasonable business hours.
2. All parts necessary to the operation of the Equipment requiring replacement due to normal wear and tear, subject to the general scope of coverage, will be furnished at no charge. This covers toner, parts, labor and supplies (except paper and staples), service calls, remote meter readings, initial IT installs and reviews and inspections. Optional Remote Support is available for all network devices supplied and serviced by EDGE. Support works in conjunction with this agreement and by provided in service for network related issues for print, scan and fax external to the device. This support is not included with this agreement unless indicated on the reverse side thereof. If not included, support will be billed at standard EDGE IT hourly rates of \$150 per call onsite and \$65 remote.
3. Maintenance Services do not include supplies (i.e. ink, roll tape, labels, etc.) other than what is included in Section 2. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by EDGE. EDGE may, at its option, designate a third party to provide Maintenance Services. EDGE, in its sole discretion, may service the equipment by replacing it with new, or like-new, equipment; provided that such replacement equipment is similar to the Equipment.
4. Customer shall use only those supplies, materials, components, parts, accessories or consumables supplied by EDGE for use in the equipment. If customer uses other than manufacturer-recommended supplies and as such supplies are defective or not acceptable for use on the serviced equipment or cause abnormally frequent service calls or problems, then EDGE may assess a surcharge or terminate the applicable Service Agreement. If terminated, Customer will be offered service on a "Per Call" basis at EDGE'S standard rates.
5. Customer agrees to provide EDGE true and accurate meter readings in a timely manner upon request whether via telephone, email or website. If accurate meter readings are not provided on a timely basis, EDGE reserves the right to estimate the meter readings from previous billings and service meter history. The estimated meter reads will be used in the same manner as previously attained meter reads and the Customer agrees to pay any resulting overage charges.
6. At the end of the first year of this agreement and once each successive twelve-month period, we reserve the right to increase the base charge and/or cost per print or copy by a maximum of 10.0% of existing charge.
7. Customer shall not assign, transfer or pledge any rights hereunder without the prior written consent of EDGE.
8. Agreement does not cover costs or repairs resulting from (a) misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (b) repairs made necessary by service performed by persons other than EDGE representatives; repairs and/or service calls resulting from attachments not purchased from EDGE; (c) any software, system support or related connectivity unless specified in writing by EDGE; (d) electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits.
9. You are solely responsible for all data stored on the Equipment and for making copies of all such data prior to EDGE performing Maintenance Services and/or removing the equipment from the facility.
10. Customer must comply with all Manufacturer electrical requirements. These power standards are required by local safety regulations.
11. Maintenance Agreement shall become effective on the effective date on the reverse side of this agreement and continue for the term identified in the Maintenance Agreement. The contract shall automatically renew annually unless either party provided ninety (90) days written notice.
12. If Customer elects to cancel agreement other than at the expiration of the term agreement, including any renewal term hereof, Customer agrees to pay EDGE an amount equal to the number of months remaining in the initial term of the agreement plus, if applicable, the average monthly overage amount. Monthly overage amount shall be calculated by adding previous 12-month invoices and dividing by twelve (12). In the event Customer shall be in default or commits breach of this agreement, Customer agrees that this agreement has been made in the State of Georgia and shall be governed with the laws of the State of Georgia. If EDGE or Customer brings any action to enforce any or all provisions of this agreement, Customer consents to all personal and subject matter jurisdiction of the courts of the State of Georgia. If suit is brought by Customer to enforce any action or provision of this agreement, Customer agrees to pay all costs incurred by EDGE in the enforcement of this agreement or any portion, including all court costs and attorney fees.
13. Customer agrees to pay all invoices tendered for service or materials provided within ten (10) days of the date of the EDGE invoice. Customer shall be charged in accordance with payment cycle on the front page of Maintenance Agreement. At 30 days past due, Customer agrees to pay a late charge of 1.5% per month or a minimum monthly charge of \$25.00, whichever is greater.
14. If Customer fails to pay all Service Charges or other outstanding charges owing under this Agreement promptly when due, EDGE may (i) refuse to further service the serviced equipment, (ii) furnish service on a per call basis; and/or (iii) terminate this agreement. If customer defaults in its obligations, EDGE may, in addition to other remedies available at law, require Customer to pay within ten (10) business days to EDGE all past due payments, and an early termination fee equal to twelve (12) monthly base payments as stated on the reverse side of this agreement.

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EDGE Signature

Printed Name

Title

Date

EDGE REMOTE SUPPORT CONTRACT

NETWORK CONNECTIVITY SUPPORT OPTION

Scope of Standard Installation

EDGE Business Systems Responsibilities

1. Confirmation of needed system configurations
2. Delivery and Installation of all hardware/software components
3. Assembly and testing of acquired hardware/software components
4. Configure system for specific network architecture
5. Connection of system to an active network port
6. Generation of server and up to 5 workstation printer test pages
7. Setup of user / accounting authentication requirements
8. Training of Client IT support on print driver setup

Client Responsibilities

1. Provide complete and accurate network survey
2. Must have IT representative available during install
3. Ensure compatible and updated OS on all workstations / servers
4. All servers / storage fully backed up prior to install procedures
5. Create all print queues as applicable
6. Network drops available at location of each system
7. Static IP Address to be provided as required
8. Network Cables to be provided as required

Included Services During Installation

All aforementioned items under heading of EDGE Business Systems Responsibilities
Complete coverage of Print Controller and Network Card including firmware updates
Server / PC driver installation, reinstallation and updates
Adding users to fax and scan modules
Vendor specific software, monitoring utilities, installation, reinstallation and updates

Level I support & diagnostics to be performed by EDGE Help Desk. The Help Desk will determine if on-site support is required and/or within scope of this agreement

EDGE MONTHLY CONTRACT PRICE

*Covers all assets that are labeled with an EDGE ID #

No charge for first sixty (60) days

\$4.00	per month / desktop
\$8.00	per month / MFP
\$40.00	Total per Month
Monthly	Bill Frequency

ACCEPT the EDGE Remote Support Optional Coverage

I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified herein.

EDGE Connect Contract is billed congruently with the terms and conditions of the EDGE Maintenance Agreement either as a separate invoice, separate line item or added to the agreement's base charges.

DECLINE the EDGE Remote Support Optional Coverage

Customer has declined the EDGE Connect Contract at this time and understands that additional charges to the aforementioned items of scope will be incurred at time and material billing rates (\$150 per call onsite, \$65 remote)

City of Powder Springs

Business Name

Customer Name

EDGE Contact

Customer Signature

EDGE Signature

Date

Date

EDGE REMOTE SUPPORT CONTRACT

OPTIONAL SUPPORT TERMS AND CONDITIONS

1. Customer must contact EDGE prior to upgrading or changing any applications, software or operating systems.
2. Any software that interferes with drivers or other applications on EDGE connected devices will not be covered in the contract.
3. Proprietary application software support will be provided in a best effort basis with the ability to contact such software vendor(s).
4. It is the responsibility of the client to perform backups on the PC or network prior to any installation or update. EDGE bears no responsibility for any damage or data loss from said PC or network devices.
5. Upon expiration of the initial 12 month term of this agreement, agreement will automatically renew for another 12 month term unless the client provides written notice of non renewal. Upon renewal, the base monthly rate may be increased without notice. This agreement may be canceled within in 60 days by either party.
6. LIMITATIONS OF LIABILITY: EDGE Business Systems assumes no liability as an insurer and shall not be held accountable to client for failure to perform its obligations due to circumstances beyond the control of EDGE. Such circumstances shall include, but not limited to, any acts or omissions of any government or government authority, natural disasters, act of public enemy, act of terrorism, riot, sabotage, power failure, or delays in transportation or deliveries of supplies and materials, acts of God or any events beyond the control of EDGE Business Systems LLC.
7. EDGE Business Systems LLC, will bill for ongoing connected support. Services will cover only devices listed on this agreement and must be listed by model and serial number.
8. EDGE Business Systems LLC. And Client shall each maintain all necessary insurance.
9. Confidentiality, all information obtained by EDGE Business Systems LLC. will be held in strict confidence by EDGE.