



Send Email Invoicing to:

OBLIGOR	Full Legal Name TOWN OF EAST GREENWICH				Phone Number		
	Billing Address 125 MAIN STREET EAST GREENWICH RI 02818				Purchase Order Requisition Number		
	System Location (if not same as above)			County	Send Invoice to Attention of:		
SYSTEM INFORMATION	Software/Support Information: CISCO SMARTNET						
PAYMENT INFORMATION	Number of Payments	Payment		Term (in Months):		Payment Frequency:	Total Financed Amount:
	3	\$21,965.33		36		ANNUAL	\$65,896.00
				Security Deposit	(PLUS) First Period Payment	(PLUS) Other (EQUALS)	Total Payment Due at Signing
				+	+	=	

TERMS AND CONDITIONS

**1. Agreement:** You (“Obligor”) agree to pay us (“Payee”), pursuant to this Agreement, the installment payments identified above for the System (defined as the software (“Software”) and the right to receive consulting, maintenance and other related services (collectively, “Support”) listed above). IF THIS AGREEMENT HAS BEEN PROVIDED TO OBLIGOR ELECTRONICALLY AND OBLIGOR WISHES TO ENTER INTO THIS AGREEMENT ELECTRONICALLY, OBLIGOR’S ELECTRONIC SIGNATURE WILL CONSTITUTE OBLIGOR’S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. You authorize us to adjust your payments by up to 15% if the System cost and/or included taxes and charges differ from the estimates upon which we calculated the installment payments. You are deemed to have unconditionally and irrevocably accepted the System on the earlier of (i) the date you sign the Acceptance below or (ii) if we in our sole discretion do not require that you sign the Acceptance, the date the System is delivered or otherwise provided to you, unless you notify us in writing of your non-acceptance within two (2) days of the date the System is delivered or otherwise provided to you (“the Commencement Date”). The Agreement starts on the Commencement Date and the periodic payments (“Payments”) shall be payable in advance beginning on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. If we designate the Payments to begin later than the Commencement Date, you will pay an interim payment for the System’s use for the period from the Commencement Date until the first Payment due date, based on the Payment amount, the number of days in the period, and a year of 360 days. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. You agree to pay us a fee of \$99.95 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Agreement term. Security deposits are non-interest-bearing, unless otherwise required by law, and may be applied to cure a default. If you are not in default, we will return the deposit to you at Agreement termination. You will pay us a late charge of 5% of the payment or \$10, whichever is greater, on any payment not made when due. We may charge you a fee of \$25 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION HEREOF.

**2. Warranty Disclaimer; Use and Maintenance:** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent made to us, we transfer to you any manufacturer or provider warranties for the System. You are required at your cost to keep the System in good working condition and to pay for all supplies and repairs. If the System includes the cost of Support provided by a third party, you agree that we are not responsible to provide the Support and you will make all Support claims against the third party. You agree that any Support or Software claims will not impact your obligation to pay all payments when due.

**3. Assignment:** You may not transfer, sell, sublease, assign, pledge or encumber either the System or any rights herein without our prior written consent. You agree that we may sell,

assign, or transfer this Agreement and our interest in the System, or any portion thereof, without your consent and the transferee will not have to perform any of our obligations and the rights of the transferee will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

**4. Taxes:** You are responsible for and agree to pay when due, either directly or as reimbursement to us, and indemnify us against, all taxes (i.e., sales, use and personal property taxes) and charges in connection with the purchase, ownership and use of the System except for taxes or charges included in the Total Financed Amount.

**5. Default and Remedies:** You are in default under this Agreement if: a) you fail to pay any amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us. If you are in default we may: (i) declare the entire balance of unpaid payments for the full term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement, with future payments discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by us, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) require that you immediately return the System to us or we may peaceably repossess it if you fail to return it to us, and/or (v) cause any Software or Support provider to terminate, as applicable, all of your rights to use or have available, as applicable, any or all of any or all Software and/or Support, and you acknowledge that Cisco Systems, Inc., or any affiliate thereof (collectively, “Cisco”), as third party beneficiary of this provision, may terminate your right to use any or all Cisco Software and/or Cisco Support under any Software or Support arrangement, without liability for any reason whatsoever. Any return or repossession will not be considered a termination or cancellation of this Agreement. You remain liable for any deficiency with any excess being retained by us.

**6. Miscellaneous:** This Agreement shall be governed and construed in accordance with the laws of state of New York, and, as applicable, the Electronics Signatures in Global and National Commerce Act. YOU CONSENT TO JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN NEW YORK. YOU AND WE HEREBY WAIVE A TRIAL BY JURY IN ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. You agree that the System will only be used for business purposes and not for personal, family or household use. You agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof At our option, we may require a manual signature. We may inspect the System during the Agreement term.

OBLIGOR	You agree that this is non-cancelable.		PAYEE	Cisco Systems Capital Corporation	
	Signature _____ Date _____			Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	Title _____ Print Name _____			PHONE: (866) 247-2680 • FAX: (877) 247-2690	
	Obligor (Full Legal Name): TOWN OF EAST GREENWICH			Commencement Date _____ Agreement Number _____	
ACCEPTANCE	The System has been received, put in use, is in good working order and is satisfactory and acceptable for all purposes hereof.			Accepted By: _____	
	Signature _____		Date _____		
	Print Name _____		Title _____		
GUARANTY	I unconditionally guaranty prompt payment of all the Obligor’s obligations. Payee is not required to proceed against the Obligor or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Obligor and the release and/or compromise of any obligations of the Obligor or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Payee. <b>This guaranty is governed by and constituted in accordance with the laws of the State of New York, and, as applicable, the Electronic Signatures in Global and National Commerce Act. I CONSENT TO NON-EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN NEW YORK. PAYEE AND I HEREBY WAIVE TRIAL BY JURY. IF THIS GUARANTY HAS BEEN PROVIDED ELECTRONICALLY AND ANY GUARANTOR WISHES TO ENTER INTO THIS GUARANTY ELECTRONICALLY, SUCH GUARANTOR’S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR’S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY.</b>				
	Signature _____		Name of Guarantor _____		Date _____

# CISCO FISCAL FUNDING ADDENDUM

INFORMATION	Lessee/Obligor (full legal name) <u>TOWN OF EAST GREENWICH</u> ("Customer")
	DBA (if any) _____ Lessor/Payee/Seller <u>Cisco Systems Capital Corporation</u> ("Company")
	Lease/Installment Payment Agreement/Contract No. <u>TFV121273</u> dated _____ (the "Agreement")
	Master Lease Agreement/Master Installment Agreement No./Master Rental Agreement (if any) _____

This Fiscal Funding Addendum ("Addendum"), dated as of OCTOBER 30, 20 17, is made part of and amends the above-referenced Agreement by and between Company and the above-referenced Customer. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

Customer warrants that it has funds available to pay all rents or installment payments, as applicable ("Payments") payable under the Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (a "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (i) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (ii) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (iii) on or before the Non-Appropriation Date return the Equipment to Company at a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and, (iv) at Customer's expense, pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the security deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State in which it is organized.
- (b) Customer is authorized under the constitution and laws of such State, and has been duly authorized to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to this Agreement.
- (e) The Equipment, together with the software, support and services, if any, subject to the Agreement, are essential to the function of Customer or to the services Customer provides to its citizens, and Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment (and such software, support and services, if any), which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay amounts coming due under any lease, lease purchase, rental, installment sale or other similar agreement.

This Addendum is not intended to permit Customer to terminate the Agreement at will or for convenience.

Except as expressly modified by this Addendum, the Agreement remains in full force and effect. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control. A facsimile copy of this document with facsimile signatures may be treated as an original and will be admissible as evidence in a court of law. Customer authorizes Company to correct or insert missing information (including but not limited to the Agreement number and description) in this Addendum.

Intending to be legally bound, each of the parties has caused this Addendum to be executed by its duly authorized representative.

CUSTOMER SIGNATURE	Signature X _____ (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF LESSEE)
	Print Name _____
	Title _____ Date _____
	Customer _____

ACCEPTED BY COMPANY	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership <u>Cisco Systems Capital Corporation</u>

# INVOICE

CISCO SYSTEMS CAPITAL

1111 Old Eagle School Road  
Wayne, PA 19087

INVOICE NUMBER: TFV121273

INVOICE DATE: 10/30/2017

BILL TO: TOWN OF EAST GREENWICH

125 MAIN STREET

EAST GREENWICH, RI 02818

DESCRIPTION	BASE PAYMENT	SALES TAX	TOTAL PAYMENT
INSTALLMENT PAYMENT	\$21,965.33		

DUE UPON RECEIPT: \$21,965.33

Remit to:  
CISCO SYSTEMS CAPITAL  
1111 Old Eagle School Road  
Wayne, PA. 19087  
Attn.: BRIGHID POPLAR

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for CISCO SYSTEMS CAPITAL to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: TOWN OF EAST GREENWICH

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

**\*YOUR INVOICES WILL BE EMAILED FROM INVOICEDelivery@PAYEREXPRESS.COM**  
**Subject line will read: Your Lease Direct Invoice is ready to view online!**

Billing Address:

Attention:

Telephone Number:

FEDERAL ID#:

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? ☐ Yes ☐ No

**If yes, please provide the PO# \_\_\_\_\_ and attach a copy of the purchase order (front & back) for our file.**

Is a new purchase order required for each new fiscal period? ☐ Yes ☐ No

If yes, provide month/year PO expires

Do you have multiple contracts, and would like them all billed on one invoice (Summary Billing)? ☐ Yes ☐ No

Are you tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** ☐ Yes ☐ No

Do you require any special information to establish a vendor number for \_\_\_\_\_? ☐ Yes ☐ No

If yes, please advise:

Additional Comments:

INSURANCE INFORMATION

Insurance Agent:

Policy Number:

Telephone Number:

Fax Number:

Email Address:

This form completed by:   
(Name and Title)