**Computer Equipment Leasing Agreement**

THIS AGREEMENT, entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between RESELLER (hereinafter referred to as 'RESELLER') and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as 'LESSEE'). RESELLER and the LESSEE agree:

1. LEASE OF EQUIPMENT. RESELLER, by its acceptance of this lease at its home office, agrees to lease to the LESSEE, and the LESSEE agrees to lease from RESELLER, all of the items of equipment described in the schedules attached, and any other schedule or schedules which are from time to time approved by RESELLER and the LESSEE as part of this lease. 'Schedule' as used in this lease shall mean each such schedule now or hereafter attached, and 'equipment' shall mean all the equipment described in the schedule or schedules.

2. TERM. The term of this lease with respect to the equipment described in a particular schedule shall commence on the date set forth in such schedule (the 'commencement date') and shall continue in force thereafter until this lease is terminated as to such schedule by either party upon not less than 180 days prior written notice to the other party; provided, however, that this lease shall in no event be terminated with respect to the equipment described in a particular schedule prior to the expiration of the minimum term specified in such schedule. Any notice of termination given to RESELLER hereunder may not be withdrawn without the written consent of RESELLER. Notice of termination given in accordance with this paragraph shall not be effective unless it is applicable to all items of equipment described in a schedule.

3. RENT. The monthly rental charge for each item of equipment shall begin on the commencement date therefor and shall be due and payable by LESSEE in advance on the first day of each month (except for the first payment which shall be a pro rata portion of the monthly rental charge, calculated on a 30 day basis, due and payable on the commencement date). There shall be no limit on the number of hours for which the equipment may be used and there shall be no hourly extra use charge.

4. TAXES. In addition to the monthly rental charge set forth in the schedule, LESSEE shall pay to RESELLER an amount equal to all taxes paid, payable, or required to be collected by RESELLER, however designated, which are levied or based on such rental charge, on this lease, or on the equipment or its use, lease, operation, control or value, including, without limitation, state and local privilege, use or excise taxes based on gross revenue, and any penalties or interest in connection therewith or taxes or amounts in lieu thereof paid or payable by RESELLER in respect of the foregoing, but excluding taxes based on RESELLER's net income. Personal property taxes on the equipment shall be paid by LESSEE. Charges for taxes, penalties, and interest shall be promptly paid by LESSEE when invoiced by RESELLER.

5. SUPPLIES AND ACCESSORIES. LESSEE shall assure that cards, tapes, disks, data cells, and other input, output and storage media used to operate the equipment meet the specifications of the manufacturer of the equipment.

6. USE. The equipment will be kept by LESSEE in its sole possession and control, will at all times be located at the location stated in the schedule, and will not be removed therefrom without the prior written consent of RESELLER. All costs and expenses of every nature which may be incurred in connection with the permitted movement of the equipment between different locations shall be borne by LESSEE. LESSEE will not make or permit to be made any alteration or addition to the equipment (other than approved engineering changes) without the prior written consent of RESELLER, and LESSEE will keep and maintain the equipment free and clear of all liens, charges and encumbrances (except any placed thereon by RESELLER). This lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, LESSEE may not assign this lease or any of LESSEE's rights hereunder or sublease the equipment or its use without the prior written consent of RESELLER. Any permitted assignment or sublease shall not relieve LESSEE of any of its obligations or liabilities hereunder. However, nothing contained herein shall limit the LESSEE's right to sell time on the equipment to third parties while the equipment is located at the location set forth in the schedule or at such other location approved by RESELLER.

7. DAMAGE OR DESTRUCTION. RESELLER relieves LESSEE of responsibility for direct physical damage or destruction of the equipment except for damage or destruction caused by nuclear reaction, nuclear radiation or radioactive contamination, or LESSEE's gross negligence, willful misconduct, or failure to maintain and repair the equipment as hereinafter provided. This lease shall terminate automatically upon the total destruction of the equipment not resulting from LESSEE's gross negligence, willful misconduct, or failure to maintain and repair the equipment as hereinafter provided. During the term hereof, LESSEE shall maintain insurance acceptable to RESELLER, at the sole cost of LESSEE for the face value or replacement value of the equipment, whichever is greater, with loss benefits payable to RESELLER. LESSEE shall not cancel, change or reduce such insurance without the written consent of RESELLER and LESSEE shall provide RESELLER with proof of insurance.

8. MAINTENANCE, REPAIRS, AND INSTALLATION. LESSEE shall, at its expense, obtain and keep in full effect, throughout the term of this lease, a contract from RESELLER or a reliable computer maintenance organization approved by RESELLER, providing for prime shift maintenance service and will otherwise maintain the equipment in good working order and appearance and make all necessary adjustments and repairs thereon. LESSEE will at all times cooperate with RESELLER so as to permit the prompt installation of all engineering changes on the equipment as and when determined necessary or desirable by the manufacturer or RESELLER. Upon termination of this lease, LESSEE shall return the equipment to RESELLER in good condition and repair, excepting only reasonable wear and tear and physical damage and destruction for which LESSEE is not responsible as provided in Paragraph

9. ASSIGNMENTS AND SECURITY INTERESTS. In the event that RESELLER transfers, assigns, or grants a security interest in this lease as collateral for any loans made to RESELLER the secured party will rely on the benefits of, and the powers conferred on, RESELLER by the provisions of this lease. Upon receipt of written notice of any such transfer, assignment, or grant and instructions from RESELLER, LESSEE shall recognize the same in writing within 15 days of any request to do so, pay all sums due under this lease as directed by RESELLER, and permit the secured party to inspect the leased equipment at reasonable times. Notwithstanding any assignment, transfer, or grant by RESELLER and so long as the LESSEE shall not be in default hereunder, neither RESELLER nor any secured party shall interfere with LESSEE's right of quiet enjoyment and use of the equipment.

10. WARRANTIES. RESELLER warrants that, under normal use and service, the equipment shall be free from defects in material and workmanship for a period of \_\_\_\_\_ days from the date of delivery to LESSEE. The foregoing warranty shall not apply to consumables or portions of the equipment which by their nature are expendable. If the equipment fails to meet the above warranties and LESSEE gives RESELLER written notice thereof during the applicable warranty period, RESELLER's sole obligation shall be to correct the failure by repair, replacement or adjustment, as determined in RESELLER's sole discretion.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL RESELLER BE LIABLE TO LESSEE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS LEASE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF RESELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RESELLER'S LIABILITY TO LESSEE HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO RESELLER HEREUNDER BY LESSEE. IN NO EVENT SHALL RESELLER BE LIABLE TO LESSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF RESELLER IN THE DELIVERY OF THE EQUIPMENT OR IN THE PERFORMANCE OF INSTALLATION SERVICES OR OTHER SERVICES UNDER THIS AGREEMENT.

12. TRANSPORTATION. All shipping, rigging, drayage, and other charges payable for transportation of the equipment to and from LESSEE, and all installation and disconnect charges, shall be paid by LESSEE.

13. RESELLER'S REMEDIES. In the event of default by LESSEE of any obligation under this lease, or should LESSEE be declared insolvent, or perform any act of bankruptcy, then all sums due under this lease shall become immediately due and payable and RESELLER may terminate this lease, take possession of the equipment with or without the assistance of the courts, sell the equipment, or take any such other action as may be permissible in law or equity. No remedy elected by RESELLER shall be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law. LESSEE shall in any event remain fully liable for damages, and for all costs and expenses incurred by RESELLER on account of such default, including all court costs and reasonable attorney's fees.

14. PERSONAL PROPERTY. The equipment remains the personal property of RESELLER and may be removed at any time after termination of this lease.

15. OWNERSHIP INSIGNIA. LESSEE shall permit lessor to affix to the equipment and each unit or element thereof, appropriate tags, decals, or plates indicating the ownership of such equipment by RESELLER, and LESSEE shall not cause or permit any such tags, decals, or plates to be removed, defaced, or covered in any way.

16. NOTICE. Written notice will be considered effective on the second business day after mailing by first class mail, postage prepaid, to the parties at the addresses on the signature page of this Agreement. When permitted, oral notice may be given by telephone or in person, and shall be considered effective when given. The address or telephone number for giving notice may be changed by complying with the written notice provisions of this paragraph.

17. GOVERNING LAW. This lease shall be enforced and construed in accordance with the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

18. EFFECT OF WAIVER. The waiver of, or failure of, either party to exercise, in any respect, any right provided for in this lease shall not be deemed a waiver of any further or future rights unless specifically so stated herein.

19. HEADINGS. The headings used in this lease are for convenience or reference only, and are not to be used in its interpretation.

20. SEVERABILITY. The invalidity or unenforceability of any particular provision of this lease shall not affect the other provisions, and this lease shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

21. ASSIGNABILITY. LESSEE may not assign this lease, in whole or in part, without the previously obtained written consent of RESELLER. This lease may be assigned by RESELLER, and such assignment shall be effective as to LESSEE after written notice thereof is given.

22. COMPLETE AGREEMENT. This lease is the exclusive statement of the agreement between the parties with respect to its subject matter as of the date first above written, and supersedes all prior agreements, negotiations, proposals and representations, oral or written, relating to its subject matter. No provision of this lease may be changed, modified or amended except by an agreement in writing, signed by the parties hereto or their assigns**. IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective the date first above written.**

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

LESSOR:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_\_\_\_

RESELLER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_\_

ATTEST or WITNESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE NUMBER 1:** This Schedule is hereby attached to and made a part of the Equipment Lease between RESELLER and LESSEE as set forth above.

LEASED EQUIPMENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LOCATION OF EQUIPMENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TERM BEGINS:**

12:01 a.m. on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_

**TERM ENDS:**

Midnight on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_

**RENTAL PAYMENTS:**

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per Month.

**MAINTENANCE AGREEMENT:**

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Term: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attach copy of agreement

**SCHEDULE NUMBER 2:** This Schedule is hereby attached to and made a part of the Equipment Lease between RESELLER and LESSEE as set forth above.

LEASED EQUIPMENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LOCATION OF EQUIPMENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TERM BEGINS:**

12:01 a.m. on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

**TERM ENDS:**

Midnight on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

**RENTAL PAYMENTS:**

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per Month.

**MAINTENANCE AGREEMENT:**

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Term: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attach copy of agreement.