

VersalIMAGE *ScanCart* Rental Agreement

ScanCart brand Mobile Document Imaging Stations
 Providing Easy-to-Use Mobile Imaging Work Stations for the Modern Business Office

VersalIMAGE EQUIPMENT LEASING DIVISION ("Lessor")
VersalIMAGE Software Corporation, 7600 Grand River Road, Suite 230, Brighton, MI 48114
 Tel: (810)-225-9720, Fax: (810) 225-9726, www.versasoftware.com)

Customer Information Company: _____ Customer Contact Name: _____ Department: _____ Telephone: _____ FAX#: _____	Address: _____ City: _____ State: _____ Zip: _____ Date: _____
Comments: _____	

VersalIMAGE ScanCart Units & Extra Equipment (if any) to Be Rented	
ScanCart PC Imaging Station Model(s) to Be Rented: SUV Transport Model RM Regular Model LO MED HI LD	Extra Equipment: _____ _____ _____
Qty: _____	Notes: _____

Location(s) At Which the Leased ScanCart Unit(s) Will Be Used:	
_____ _____ _____ _____	_____ _____ _____ _____

1. This equipment rental/lease agreement ("Lease Agreement") is between customer ("You") and VersalImage Equipment Leasing Division, a business unit of VersalIMAGE Software Corporation 7600 Grand River Road, Suite 230, Brighton, Michigan 48114 ("VISC"). VISC agrees to rent/lease to You the models and quantities of VersalIMAGE's **ScanCart** Mobile Document Imaging Stations or units indicated above (including any and all equipment, accessories and software provided therewith) (hereinafter the "Leased ScanCart Unit(s)").

2. **Term.** The initial rental/lease term is _____ (____) months, weeks, calendar days, business days, including / not including the day of delivery which date is expected to be _____.
(Instructions: In Paragraph 2 above, fill in the blanks, circle the applicable items & cross out those which do not apply.)
 The initial rental term commences on the day that You take delivery of the Leased ScanCart Unit(s). The initial rental term may be extended if VISC has not already entered into a commitment to rent that same Leased ScanCart Unit(s) to another party and if You are not in breach of this Rental Agreement at the end of the initial rental term. To extend the initial rental term, You must provide VISC with written notice of your intent to extend the initial rental term and obtain VISC's written consent to such extension.

3. **Rent.** The rent for the initial rental term is \$ _____ per _____. If the initial rental term is extended, then additional rent will be owed for the extended term. You agree to pay rent during the extended term at the same rate as the rent for the initial rental term. If the extended term is for less than one calendarweek, then the rent charged for the extended term will be prorated.

4. **End of Term.** At the end of the initial rental term or the extended rental term, as the case may be, You will return the LeasedScanCart Unit(s) to VISC. If you do not return the Leased ScanCart Unit(s) at the end of the current rental term, you will be charged additional rent of _____ for each day that You keep the Leased ScanCart Unit(s).

5. **Standard Terms & Conditions** that are set forth on the reverse side of this Lease Agreement (which may also be posted on the VISC's website (at www.versasoftware.com) are hereby incorporated herein by reference. By signing below (or by taking delivery of the Leased ScanCart Unit(s) after having been provided with a copy of this Lease Agreement), You acknowledge that you have read this ScanCart Rental Agreement including the limited warranties and disclaimers and other provisions set forth in Standard Terms & Conditions, and agree to be bound by them, and by this Lease Agreement.

VersalIMAGE Software Corporation	Customer Name: _____ Customer Address: _____
By: _____	By: _____
Title: _____	Title: _____
Dated: _____	Date: _____

VersaImage ScanCart Rental Agreement

Standard Terms & Conditions

These standard terms and conditions are an integral part of the abovenoted rental agreement, and shall control in all respects unless specifically modified in writing by an agreement signed by both parties that expressly refers to this ScanCart Rental Agreement.

- 1. Address for Rental Payments and Notices.** Rental payments shall be mailed to VISC at 7600 Grand River Road, Suite 230, Brighton, Michigan 48114 ("Rental Address"). Any notices that must be given to VISC must be made in writing and must be given in one or more of the following manners: (i) by mailing said written notices to the Rental Address, (ii) by emailing such notices to ScanCartAdmin@versasoftware.com and then mailing such notices to the Rental Address; or (iii) by faxing such written notices to (810) 225-9726.
- 2. Technical Support.** VISC will assist You in resolving any problems relating to using the Leased ScanCart Unit(s) leased to You or provided to you for evaluation purposes. The email address for technical support is: ScanCartSupport@VersaSoftware.com, and the primary phone number is (810) 225-9720. After normal business hours, or in an emergency situation, you may also call (517) 285-8200.
- 3. Limited Warranty.** VISC warrants that each of the Leased ScanCart Unit(s) provided to you (including the equipment, components, software and accessories initially provided therewith) is in good working order. If You are unable to use your Leased ScanCart Unit(s) for its/their intended purpose due to improper functioning of any of the equipment, components, software and accessories that are part of the Leased ScanCart Unit(s), VISC will replace the improperly functioning equipment, components, software, and accessories provided that You promptly notify VISC in writing of such problems. In addition, the rental term will normally be extended by a day for every day in which You were unable to use the Leased ScanCart Unit(s) due to such improperly functioning equipment, components, software and/or accessories provided You promptly notify VISC in writing of such problems. The Leased ScanCart may contain standard office supplies such as pencils, staple pullers and staplers ("Standard Office Supplies"). These Standard Office Supplies are provided as is and are not covered by this limited warranty. Problems in using the software that are due to user error or lack of training are not considered to be improper functioning of the software or software defects and are thus not covered by this limited warranty. VISC's standard Maintenance Agreement and Software Support plans provide the warranties applicable to user error or lack of training problems.
- 4. Consumable Supplies.** VISC does not supply, and is not responsible for supplying consumable supplies normally used by the lessee as part of using this Leased ScanCart Unit. These consumable supplies include without limitation: black toner/ink, color toner/ink, paper, data storage tapes, writable CDs and/or DVDs of any type, extra electrical power cords or computer cords or connectors, staples, fasteners or consumable supplies of any type (beyond those supplies that may have been initially provided with or on Leased ScanCart unit. You are responsible for providing any consumable supplies beyond any consumable supplies initially provided with the Leased ScanCart.
- 5. Limitation on Warranty.** VISC'S RESPONSIBILITY WITH REGARD TO THIS LIMITED WARRANTY SHALL BE LIMITED SOLELY TO REPLACEMENT OF DEFECTIVE EQUIPMENT, COMPONENTS, SOFTWARE OR ACCESSORIES OR REFUND OF THE RENT PAID, PRO RATA, AT ITS OPTION.
- 6. Disclaimer of Implied Warranties:** VISC DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED SCANCART UNIT(S), (WHICH UNITS INCLUDE ANY OF THE EQUIPMENT, COMPONENTS, SOFTWARE AND ACCESSORIES PROVIDED THEREWITH OR SUBSEQUENTLY PROVIDED BY VISC) LEASED FROM VISC INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. VISC DISCLAIMS ANY LIABILITY FOR DEFECT CLAIMS THAT ARE DUE TO MISUSE, IMPROPER SELECTION, MISAPPLICATION, USER ERROR, OR FAILURE TO FOLLOW INSTRUCTIONS. THE EXPRESS WARRANTIES STATED HEREIN ARE IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF VISC FOR DAMAGES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE LEASED SCANCART UNIT(S) (INCLUDING ANY EQUIPMENT, COMPONENTS, SOFTWARE AND ACCESSORIES PROVIDED BY VISC OR LEASED THEREWITH) LEASED BY YOU.
- 7. Disclaimer of Certain Damages.** IN NO EVENT SHALL VISC BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE WHICH ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL VISC HAVE LIABILITY FOR ANY CLAIM BY ANY THIRD PARTY IN CONNECTION WITH ANY LEASED SCANCART UNIT, INCLUDING EQUIPMENT, COMPONENTS, SOFTWARE AND/OR ACCESSORIES, THAT YOU LEASED FROM VISC.
- 8. Limitation of Liabilities.** VISC'S SOLE LIABILITY IN CONNECTION WITH THE LEASE OF LEASED SCANCART UNIT(S), INCLUDING ANY EQUIPMENT, COMPONENTS, SOFTWARE AND ACCESSORIES, PROVIDED THEREWITH, FROM VISC, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT MONETARY DAMAGES WHICH SHALL NOT EXCEED, IN THE AGGREGATE, THE RENT PAID BY YOU TO VISC HEREUNDER.
- 9. Ownership and Use.** Title to the Leased ScanCart Unit(s) (which includes all equipment, components, software, accessories and Standard Office Supplies provided therewith or by VISC) is and shall remain exclusively in VISC rather than You, and will not be transferred to You in the future and You shall have no rights or property interest in the Leased ScanCart Unit(s) except the right to use the Leased ScanCart Unit(s) for its generally intended purposes, during the normal operations of Your business. You will not permit the Leased ScanCart Unit(s) to be used by any other person or at any other address other than the place designated above without the written consent of VISC. You shall not assign, transfer, pledge or otherwise dispose of the Leased ScanCart Unit(s) or any interest therein, or sublet or lend the Leased ScanCart Unit(s) or permit it to be used by anyone other than Yourself or Your employees. You will not make or allow others to make copies of the software provided as part of the Leased ScanCart Unit(s), except as may automatically occur as part of the normal use of the Leased ScanCart Unit for its intended purpose(s), unless expressly permitted to do so in a specific separate agreement with VISC.
- 10. Patent Pending.** One or more pending patents have been filed on various inventive aspects of the ScanCart Unit(s) and/or combination of components and/or methods, including VISC's leasing systems and methods, which is covered by a pending patent application.
- 11. Liens.** You agree to keep the Leased ScanCart Unit(s), including all equipment, components, software, and accessories provided therewith, free and clear from all claims, levies, liens, encumbrances, and process.
- 12. Risk of Loss.** You agree to return the Leased ScanCart Unit(s) in substantially the same condition in which such Leased ScanCart Unit(s) was/were received by You and in clean, working condition, ordinary wear and tear excepted. You agree to pay the full cost for any damage to or loss of the Leased ScanCart Unit(s), including all equipment, components, software, accessories and Standard Office Supplies provided with or as part of the Leased ScanCart Unit(s), that occurred while the Leased ScanCart Unit(s) was in Your possession and/or control, less ordinary strictly accidental breakage or software or hardware problems beyond the control of You and/or your employees or agents that was not caused by intentional or wantonly reckless abuse, misuse or mishandling.
- 13. Miscellaneous.** This Leased ScanCart Unit(s) Rental Agreement shall be governed by Michigan law, without regard to its conflict of laws provisions. You agree that You shall not assign or otherwise transfer Your rights and obligations under this Rental Agreement without the prior written consent of VISC and any attempt to do so shall be void *ab initio*. A waiver of a default of this Rental Agreement shall not be a waiver of any other subsequent default. No waiver by VISC of any provisions hereof shall constitute a waiver of any other matter, and all waivers shall be in writing and executed by VISC. No failure on the part of VISC to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof. This Rental Agreement, including any attached schedules or exhibits, constitutes the entire agreement between You and VISC with respect to this subject matter and supersedes all previous agreements, both oral and written, between You and VISC. This Rental Agreement may only be modified by an instrument in writing signed by both You and VISC. In the event that any provision or portion of this Agreement is held to be invalid or unenforceable, such provision or portion shall be deemed severed from the agreement and the remaining provisions will remain in full force and effect.
- 14. Maintenance Agreement & Software Support & Software Upgrades Plans.** The available maintenance and software support agreement for the Leased ScanCart Unit(s) may be downloaded at www.versasoftware.com/scancart.asp and the terms and conditions thereof are hereby incorporated by reference.