

841 Oak Street
 Johnstown, PA 15902
 Phone: 814.266.9531
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Evolved Document Solutions Agreement

Customer Bill-To Information:

Customer Name Richland School District	Billing Contact Name Corina Long
Customer Address (line 1) 1 Academic Avenue, Suite 200	Billing Contact Phone # (814) 266-26063, ext. 8005
Customer Address (line 2)	Billing Contact e-mail clong@richlandsd.com
City, State, Zip Code Johnstown, PA 15904	Billing Contact Fax #

Agreement Information:

Length of Term: 12 Month Billing Cycle: Monthly X

Items included in the Cost Per Page Charge:

Toner	On-Site Service Labor	Service Parts	PM Kits, Drums, Fusers
<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

Payment Terms:

All payments are exclusive of sales and use tax.

Group A (See attached schedule):

MFP's covered under current Printanista/PaperCut and approved adds	Charge per page above Pages Included in Base Use Charge \$ <u>.0043 Current MFP and .0046 5015 MFP</u> per Black Page \$ <u>.032 Current MFP and .035 5015 MFP</u> per Color Page
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Accepted By:

Customer

AOSI

By	By
Title	Title
Printed Name/Title	Printed Name/Title Robert B Heffelfinger/EVP
Date	Date

THIS AGREEMENT CONTAINS PROVISIONS SET FORTH ON THE REVERSE SIDE, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT

- A. **SCOPE OF SERVICES:** The charges established by this Agreement include payment for maintenance by **ADVANCED OFFICE SYSTEMS, INC.**, (hereafter referred to as "**AOSI**") (during normal business hours): inspection, adjustments, parts replacement, drums, and cleaning material required for the proper operation as determined by AOSI. Paper and staples must be separately purchased by the customer. It is understood that the scope of services shall include only those items checked and initiated by the customer on the face page of the Agreement. No other services shall be expected or required.
- B. **ADVANCE INSPECTION:** AOSI reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, can elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
- C. **REMEDIAL MAINTENANCE:** During the term of this Agreement, AOSI agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If AOSI is notified by Customer during the term of the agreement that the equipment is not in good working condition, AOSI will, during AOSI's established service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, AOSI will promptly provide a quote for the appropriate part(s). AOSI's service hours are 8:00 a.m. to 5:00p.m. Monday through Friday, excluding holidays. AOSI may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than AOSI established service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of AOSI.
- D. **SERVICE LIMITATIONS:** Customer agrees AOSI will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement, (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment, (iv) placing the Equipment in an area that does not conform to AOSI space, electrical and environmental requirements, or (v) failure of improper telephone or electrical power, (vi) Acts of God, lightning or other incidents of excess voltage or power surges, or (vii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider, due to improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. *As stated, in the original proposal/quote maintenance narrative, IT related items are not covered under this agreement. If AOSI provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be invoiced to Customer (and shall be due and payable in full upon receipt of invoice) at AOSI's then current rates for labor and parts. AOSI is not responsible for the reconnection of devices to a customer's computer or network system when those requirements had previously been accomplished by the customer's MIS provider. Reasonable attempts will be made to reestablish lost data (email addresses, fax numbers, stored documents, etc.), but at no time will AOSI reinstall all lost data at no fee. AOSI technical staff will provide instruction necessary to attempt the recovery and/or programming of such data.* Customer agrees that AOSI will not be required to make adjustments, repairs, or replacements if AOSI is not provided reasonable access to the Equipment.
- E. **SUPPLIES:** Supply-inclusive contracts are based on manufacturer supply consumption rates. AOSI will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. AOSI will provide back-up supplies relative to the Customer's average monthly usage. Supplies may be OEM original or non-OEM at the discretion of the Service Provider. In the event non-OEM supply does not perform to the expectation of the district, AOSI will use OEM original. *Unused supplies, at the end/termination of the contract, must be returned to the Service Provider or a charge will be assessed to the Customer. Advanced Office Systems, Inc. reserves the right to estimate the final meter read to compensate for toner remaining in the system.*
- F. **RELOCATION:** Customer agrees to keep the Equipment at the installation address and not move it from that location without prior written consent of AOSI which shall not be unreasonably withheld. Customer agrees to be responsible for all costs associated with relocation.
- G. **CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the main copy glass, scan glass, dusting Equipment, replenishing ink/toner, replacing waste ink/toner container, clearing jams, etc.
- H. **LIABILITY LIMITATION:** AOSI's total liability is limited to repair and maintenance of this agreement. AOSI will not be held liable to Customer or any other party for any personal injury or indirect consequential damage, including, but not limited to, loss of use, revenue, or profit. AOSI will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by AOSI as hazardous to health and safety, acts of God or government, labor difficulties or failure of improper transportation, telephone, or power. In no event shall AOSI be liable for loss of data resulting in delays in supplying service, repair of, or attempts to repair the Equipment by Customer or by agents, representatives, or employees of AOSI.
- I. **TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this agreement. Customer agrees to reimburse AOSI for all amounts paid or payable by AOSI in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on AOSI's gross or net income.
- J. **DEFAULT:** See attached addendum regarding default; entitled "Default Rights of Parties".
- K. **NOTICES:** Notices required under this agreement shall be written and sent to **ADVANCED OFFICE SYSTEMS, INC., 2441 BEDFORD STREET, JOHNSTOWN, PA 15904**, and to the Customer at the "bill to address" identified on the front side of this agreement. All notice will be effective upon date of postmark.
- L. **JURISDICTION:** This agreement shall be interpreted and enforced according to the laws of the State of PA.
- M. **INDEMNITY:** With respect to, arising from, or in connection from this agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless AOSI and its agent, representative, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the negligence or misconduct of AOSI or its agents, representatives or employees. These indemnification provisions contained within this paragraph are mutual for the Richland School District and therefore, the Richland School District has the indemnification rights against AOSI.
- N. **METER READINGS:** Customer agrees to provide AOSI with accurate meter readings based on the billing term from the front of the agreement, or if mutually agreed upon, to provide AOSI with timely access to all Equipment so that AOSI may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, AOSI reserves the right to estimate the meter reading from previous meter readings. In the event of a cancellation of contract/termination, it is the Customer's responsibility to provide an end (final) meter reading. Failure to do so will result in the Customer's final invoice being calculated at the highest average monthly usage.
- O. **TERMINATION OF RIGHTS OF PARTIES:** See attached addendum regarding default; entitled "Default Right of Parties".
- P. **ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the customer to any further owners of the covered Equipment
- Q. **CONFIDENTIALITY CLAUSE:** AOSI recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates, or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. AOSI agrees to use their best efforts to treat Customer Information on a confidential basis. AOSI agrees not to disclose any Customer Information to any person, firm, or corporation except to AOSI employees or holder of Owner's interest who have a need to know such Customer Information to perform the services contemplated hereunder without Customer's prior written consent or unless subject to court order or subpoena.
- R. **EQUIPMENT:** Customer agrees that they will not add or remove any equipment from this contract without the consent of AOSI
- S. Attached hereto and made a part of this Agreement is an exhibit entitled "Exhibit to Evolved Document Solutions Agreement". The terms of the Exhibit shall be enforceable as part of this Agreement.



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(The Equipment listed below is covered under the terms and conditions of the Evolved Document Solutions Agreement and will be billed at the Group A billing rate):

[illegible]

