

SERVICE AGREEMENT

(Imaging and/or Mailing Equipment)

AGREEMENT NO.

CLIENT ("YOU" or "YOUR")

CLIENT LEGAL NAME: **Warren County School District**

ADDRESS: **6820 Market St., Russell, PA 16345-3406**

DESCRIPTION OF EQUIPMENT, IMAGE ALLOWANCE AND EXCESS CHARGES

<input type="checkbox"/> SEE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE	CONTACT INFORMATION		MONTHLY IMAGE ALLOWANCE PER MACHINE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
MAKE, MODEL, SERIAL NUMBER AND/OR EQUIPMENT ID	CONTACT NAME	CONTACT EMAIL	B&W	COLOR	B&W	COLOR
(18) Canon IR ADVANCE 6575 III	Jim Hazelett	jhazelett@vartek.com			\$0.00490	
(3) Canon IR ADVANCE C3725					\$0.00490	\$0.04500
(6) Canon IR ADVANCE C3730					\$0.00490	\$0.04500
(3) Canon IR ADVANCE C5540i III					\$0.00490	\$0.04500
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)						

MONTHLY BASE PAYMENT AMOUNT: \$ **-** CONTRACT TERM: **60 months** METER FREQUENCY: **MONTHLY**

PAYMENT AND TERMS

AGREEMENT. This is a non-cancellable agreement. The initial term of this agreement, unless otherwise stated above, is sixty (60) months and will begin on the date of delivery unless otherwise specified. This agreement is subject to renewal upon payment of successive maintenance invoices following the original term. Each renewal period is an additional twelve (12) months and is subject to the terms and conditions of the original term. The Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. Customer agrees to provide thirty (30) day written notice prior to the end of the original term to cancel before renewal. All services to be provided by Usherwood Office Technology are conditional upon you being current with any and all payments due us. If any amount payable to us is more than five days late, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.

IMAGE ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. Each image shall be considered a single sided page up to 8 1/2" x 14" unless otherwise agreed upon. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. If you are not using a data collection agent or the agent fails to transmit (see below), you agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges may be increased.

MAINTENANCE. We agree to provide at no additional charge to you only on the Equipment: (i) All Usherwood preferred brand supplies, excluding paper and staples, that are warranted based on the volume of impressions being used on the equipment covered under this Agreement; (ii) All parts that have become worn or broken through normal use, as well as those required for periodic manufacturer required maintenance and the labor required to install said parts. Client warrants Equipment not sold but covered under this Agreement is fit for use, does not have any parts that are broken or in need of replacement, and does not have any warnings or errors displayed. Parts that are required due to misuse, accident, abuse, neglect, theft, riot, vandalism, power failure, fire, water, other acts of God, customer's failure to provide and maintain a clean operating environment and/or an operating environment within temperature and humidity specifications, damage caused by service personnel or supplies other than those furnished by us, the labor required to replace these parts stemming from the aforementioned causes as well as all parts and labor required after the expiration of this Agreement will be supplied to the customer at the current retail price for both parts and labor. If we are unable to fix the equipment on site and the machine needs to be removed from location, a service loaner may be provided. In the event a loaner is provided, this loaner equipment will be added to the contract at the current per copy rate of the machine removed. We will make a reasonable effort to provide a service loaner that will perform the functions of the removed equipment. The above listed services, unless otherwise noted, will be provided to you during normal business hours and at a mutually convenient time and as long as your account is in good standing. Normal business hours are defined as 8am-5pm, Monday through Friday, excluding holidays. Unless otherwise agreed upon in writing; postage, mailing and large format equipment contracts do not include any consumables - including but not limited to: ink, toner, labels, paper, sealing liquid, thermal heads, print heads, drums and maintenance kits. Unless otherwise agreed, we may charge a freight surcharge for supply shipments. We agree to provide remote support on issues related to the function and setup of the Equipment pertaining to print, scanning, and network fax capabilities. Support does not extend to the overall capabilities of your network and will be provided as best effort.

DATA COLLECTION AGENT. You agree to install a data collection agent for remote monitoring of network printers, print volume and consumable levels for automatic replenishment on a device on your network, which may be provided by us. We affirm that at no time will we have access to any of your printed content. We agree to use such software only for the purposes required in the course of rendering professional services to you under this Agreement, and, if applicable, the separate Service Level Agreement. All information gathered is considered confidential and will not be shared in any format without written consent. You agree to assist us in the maintaining of the agent throughout this Agreement. If there is an interruption in device and/or agent reporting for any reason, automatic consumable replenishment and automatic meter readings may not occur. In the event of such interruption, regardless of reason, meter readings must be handled manually and are your responsibility.

POSTAGE DEVICES. Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

DEFAULT AND REMEDIES. You will be in default if (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of the Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves, terminates existence or files bankruptcy, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require you to pay us all past due amounts. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing the Agreement. You also agree to pay interest on all past due amounts, from the due date, at 12% per year. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

LAW/FORUM. You agree that the Agreement and any claim related to the Agreement shall be governed by the internal laws of the state in which our principal place of business is located and any dispute concerning the Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

CLIENT'S AUTHORIZED SIGNATURE

(As Stated Above)

X

CLIENT

SIGNATURE

PRINT NAME & TITLE

DATE

SERVICE PROVIDER ("WE", "US", "OUR")

Usherwood Office Technology

SERVICE PROVIDER

SIGNATURE

PRINT NAME & TITLE

DATE