

Gordon Flesch Company, Inc. Master Agreement

Agreement Number: _____

Customer ("You" or "Customer")		
Mid-Ohio Educational Service Center	Steve Earnest	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Association <input type="checkbox"/> Partnership
Full Legal Name	Contact Name	<input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Corporation <input type="checkbox"/> LLC
890 W 4th St #100	Mansfield	OH 44906
Address	City	State Zip
(419) 774-5520	earnest.steve@moesc.net	34-1207061
Phone	E-mail	Federal ID #

This Gordon Flesch Company, Inc. Master Agreement by and between Gordon Flesch Company, Inc., a Wisconsin corporation, d/b/a GFCConsulting or GFC Leasing, with offices at 2675 Research Park Drive, Madison, WI 53711 ("GFC") and Mid-Ohio Educational Service Center _____, organized in the state of OH, ("you" or "Customer"), is effective on the date executed by GFC.

- 1. Agreement.** By signing this Gordon Flesch Company, Inc. Master Agreement, you agree to the terms herein plus any and all Master Agreement Acceptance Supplements ("Supplement(s)") executed by you now and in the future. Each Supplement will be in a form prescribed by GFC, and upon execution by you and GFC will constitute a part of this Agreement to the same extent as if they were set forth in full in this Agreement. This Agreement and all Supplements delivered with this Agreement and anytime thereafter, are collectively referred to herein as the "Agreement." The terms "Agreement", "hereof", "herein", and "hereunder", mean this Agreement together with each Supplement and each Service Level Agreement, addendum and schedule attached to any Supplement. Except as specifically provided in a particular Supplement, to the extent the terms and conditions of this Agreement are inconsistent with the terms and conditions of any Supplement, Service Level Agreement, addendum or schedule, the terms and conditions in this Agreement will prevail.
- 2. Term.** The term of any particular Supplement which references this Agreement begins on the "First Payment Due Date" specified in that Supplement and continues for the term set forth in such Supplement. Except as otherwise provided in a particular Supplement, the term for a Supplement will be extended automatically, without notice, for successive month-to-month terms beyond the initial term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the scheduled term or any extension of the term for that Supplement. Payments for any extended term will be due as invoiced by GFC. This Agreement will remain effective until all Supplements subject to this Agreement have expired, or been terminated.
- 3. Equipment.** If a Supplement includes equipment, the items of equipment and other personal property including hardware, parts, additions, and accessories incorporated or attached to the equipment, and software embedded in the equipment are collectively referred to herein as the "Equipment."
- 4. Software.** If a Supplement includes software, embedded, installed or separate from the Equipment, including software-as-a-service, such software and the software license rights are also separately referred to herein as the "Software."
- 5. GFC Services.** If a Supplement includes services provided by GFC, or by third party vendors ("GFC Partners"), including but not limited to, IT managed services, professional services, and cloud based data storage, such services are also collectively referred to herein as "GFC Services."
- 6. Your Selections.** You acknowledge that although GFC may provide recommendations, you have selected (or will select) the type, size, design, model, capacity, quantity, functionality, manufacturer, licensor, and supplier of the Equipment, Software, GFC Services, and any other hardware or services referred to in each Supplement (collectively, the "Solutions"), on the basis of your own judgment, and that it meets provisions of any purchase order pursuant to which GFC has acquired title to the Solutions. Any purchase order issued by you to GFC regarding the Solutions is issued solely for purposes of your authorization and does not in any way supersede, modify or become a part of this Agreement or any Supplements.
- 7. End User Agreements.** You acknowledge that installation and configuration of the Solutions commonly requires that you as the end user agree to certain end user license agreements, service level agreements, and related agreements (collectively, the "End User Agreements"). To that end, you hereby authorize GFC and GFC Partners to accept and/or agree to on your behalf, all such End User Agreements related to the Solutions that GFC or GFC Partners encounter while installing, configuring, supporting, and/or servicing the Solutions and your existing hardware and software. Solutions which require End User Agreements and a link to locate and review such End User Agreements are set forth on the applicable Supplement.
- 8. Connectivity, Security.** It is your responsibility to provide adequate and secure connectivity to enable the Solutions to perform to your satisfaction. You acknowledge and agree that GFC does not guarantee or warrant the quality, speed, security or uninterrupted availability of the Solutions as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Solutions are provided by you and a third party public utility or by private companies over which GFC has no control, and that the security of data transmission over such lines to provide the Solutions is not the responsibility of GFC. Accordingly, except to the extent caused directly by the reckless or willful misconduct of a GFC employee but subject to the limitations of liability in this Agreement, GFC will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Solutions, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Solutions. You agree to refrain from any act or omission which disrupts, inhibits or

prevents the effectiveness, or operation of the Solutions provided by GFC and GFC Partners, including without limitation, Solutions for virus protection, data backup and IT managed services.

9. **Your Data.** You acknowledge that although GFC may provide recommendations, you agree that the responsibility of acquiring tools for managing, storing, backing up, and securing data, which include the Solutions you obtain from GFC and GFC Partners, is with the owner of such data. Furthermore, you acknowledge and agree that in the use of the Solutions, including but not limited to the transmission and storage of data, that despite every effort by you, GFC and GFC Partners to minimize risk, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that GFC will have no liability to you related to any such Data Breach, except to the extent caused directly by the reckless or willful misconduct of a GFC employee, but subject to the limitations of liability in this Agreement. GFC will endeavor to assist you in the recovery and restoration of such data at your sole cost.
10. **Data Back Up.** GFC and GFC Partners may install and/or configure the Solutions and/or your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to such installation and/or configuration. If data backup is not included in a Solution, you acknowledge that it is advisable to back up all data on your computer equipment on at least a daily basis following installation.
11. **Payments.** You agree to timely pay GFC all payments when due, as set forth in each Supplement, every calendar month, quarterly, annually or as otherwise stated therein, until all such payments have been made. All payment obligations herein are collectively referred to as the "Payments." You agree to make Payments in advance as invoiced by GFC. You also agree to pay prorated amounts for any partial billing period for the number of days between the Commencement Date and First Payment Due Date as those terms are defined in each Supplement.
12. **Late Payments.** If you fail to pay any part of a Payment or any other sum to GFC within ten (10) days after the due date thereof you agree to pay GFC a late fee of 5% of the overdue amount plus accrued interest on the late payment from the expiration of said ten (10) days until paid, at a rate equal to the lesser of 1.5% per month or the highest legal rate permitted.
13. **Fees and Taxes.** You agree to pay when due, all applicable fees and taxes (including but not limited to, personal property tax, sales or use tax), imposed in connection with this Agreement and the Solutions provided to you. To the extent any state or other governmental entity, assesses or otherwise imposes taxes or fees arising from this Agreement, you will reimburse GFC for such sums upon demand. Any duplication of such fee or tax payments by GFC and you are your responsibility.
14. **Security Deposit.** The security deposit set forth in any Supplement will be held by GFC and does not earn interest unless required by law. If you default hereunder, or the Equipment is damaged, GFC may apply the security deposit to cure such default or repair such damage, and you will restore the security deposit upon demand. When you have met all requirements of this Agreement as of the expiration or termination of the latest to expire Supplement, any remaining security deposit will be returned to you.
15. **Delivery and Acceptance.** GFC agrees to purchase the Solutions from a supplier but assumes no liability in connection with the Solutions, or other services provided or delivery thereof by a third party. Delay in delivery of the Solutions does not affect the validity of this Agreement. You will inspect the Solutions and provide GFC with written notice specifying any claimed defect or omission within five (5) business days of installation and implementation of the Solutions. If you do not timely provide such notice, you acknowledge that you accept the Solutions and are satisfied that the Solutions are in good condition and in the proper configuration.
16. **Default and Cross Default.** If you fail to pay any amount herein when it is due, or fail to timely perform any other obligation as required herein, or if you suspend business, become insolvent, enter into or petition for a creditors' arrangement, or if a receiver is appointed for any of your property, or if you are in default under any other agreement with GFC or any End User Agreement, you will then be in default pursuant to this Agreement and any other agreements with GFC. Upon default, the Accelerated Payment (defined below) will become immediately due and owing and GFC will have all rights and remedies available to it, including but not limited to, the right to exercise any or all of the following remedies: (i) terminate your right to possession of any or all items of the Equipment and Software in any Supplement; (ii) take possession of any or all items of Equipment and Software; (iii) suspend or terminate your use or access to GFC Services; (iv) sell or lease the Equipment at public or private sale; or (v) terminate this Agreement. In the event GFC takes possession of the Equipment and Software, terminates this Agreement, or your right to possession, use of, or access to some or all of the Solutions, you will remain liable to GFC for the Accelerated Payment less the net sale proceeds realized by GFC from the Equipment. All rights and remedies of GFC are cumulative and in addition to every other right and remedy available to GFC. In addition to the Accelerated Payment and all other amounts, you agree to pay all reasonable attorneys' fees, costs and expenses incurred by GFC arising from your default.
17. **No Offsets, Accelerated Payment.** You hereby agree not to exercise all existing and future claims and offsets against any Payments due hereunder, and agree to pay all amounts due hereunder regardless of any such claims or offsets. You and GFC agree that the "Accelerated Payment" is a reasonable calculation of damages, is not a penalty, and will be calculated by GFC as follows: the sum of (i) all past due and all other amounts owed by you to GFC under this Agreement; (ii) the residual value of the Equipment as determined by GFC in its reasonable discretion, if you do not timely return the Equipment to GFC; and (iii) all remaining Payments for the term of this Agreement.
18. **Data Access, Return.** The Solutions, including but not limited to cloud data storage, may contain sensitive data regarding your business, clients or employees ("Stored Data"). If you fail to pay or are otherwise in default pursuant to this Agreement, GFC may suspend or deny your access to the Stored Data. At your request, upon expiration or termination of this Agreement or expiration or termination of any Supplement or GFC Service, GFC will submit to you a cost estimate for the return of the Stored Data. You expressly acknowledge and agree that GFC has no duty or obligation of any kind to preserve, maintain or in any way prevent deletion of the

Stored Data contained in the Solutions provided or supplied to you pursuant to a particular Supplement, beyond the expiration or termination of such Supplement.

19. **Data Removal.** Upon expiration or termination of a Supplement, Equipment that is subject to such Supplement may contain Stored Data. You expressly acknowledge and agree that before you remove the Equipment from your location, ship the Equipment, GFC retrieves the Equipment, or the Equipment is removed from your premises by a third party, you will at your sole cost, permanently remove and delete all Stored Data in the Equipment, to the extent that recovery of such Stored Data is not possible. All hard drives and other data retention devices in the Equipment must function in the same manner following removal and deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold GFC harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. To the extent you fail to remove and delete any of the Stored Data, you hereby authorize GFC to remove and delete the Stored Data, but acknowledge and agree that GFC has no obligation to do so. In the event GFC temporarily loans Equipment to you, it is subject to this Agreement.
20. **Software License.** GFC is not the owner nor licensor of any Software subject to this Agreement. To the extent described in any Supplement, GFC will provide support for and configuration of the Software but has no obligation to modify or customize the Software beyond readily configurable features. A default by the licensor of any Software pursuant to any Software license, or a default by any provider of GFC Services or by a GFC Partner, does not constitute a default by GFC and will not relieve you of your obligations hereunder. The Software is subject to this Agreement, notwithstanding any provisions to the contrary in the Uniform Commercial Code ("UCC").
21. **Non-Waiver.** No covenant or condition of this Agreement can be waived without the other party's written consent. Forbearance or indulgence by a party does not constitute a waiver of the other party's obligation to perform pursuant to this Agreement.
22. **Non-Cancellable.** This Agreement is non-cancellable by you for the full term hereof and you will make all Payments required by this Agreement, even if your right to the benefit of the Solutions, or your use or possession of the Solutions, has been terminated or otherwise affected. Payments will not abate for any reason. Notwithstanding anything herein to the contrary, if Customer is a municipality or other governmental entity, and funds are not appropriated for any portion of the term of a Supplement subject hereto, you may terminate this Agreement with respect to such Supplement at the end of the time period for which funds have been appropriated.
23. **Assignment.** You will not (a) assign, transfer, pledge or hypothecate this Agreement, the Solutions, or (b) permit the Solutions to be used by anyone other than you or your employees. GFC may assign this Agreement or a portion thereof, and the assignee will be entitled to all of the benefits of this Agreement.
24. **Privacy.** Your privacy is important to GFC. The Gordon Flesch Company, Inc. Privacy Policy, located at www.gflesch.com/terms-and-conditions, governs the manner in which GFC handles the information you provide to GFC.
25. **Notices.** Service of all notices under this Agreement will be sufficient if given personally, sent by first class mail, to the party involved at its respective address as stated herein, or at such address as such party may provide in writing from time to time. Notice will be deemed delivered and effective: (a) on the date when personally delivered; or (b) on the date when deposited in the United States mail, duly addressed with first class postage to affect such delivery. GFC may also elect to provide you with notice via email, which will be effective on the date sent by GFC. Notice to GFC must be directed to the address above to the attention of the Vice President of Leasing.
26. **Modification.** Neither this Agreement nor any Supplement, schedule, addendum or rider can be modified or amended except by written agreement signed and currently dated by you and GFC.
27. **WARRANTIES AND DISCLAIMERS.** YOU WILL HAVE THE BENEFIT OF ALL MANUFACTURERS', LICENSORS' AND OTHER THIRD PARTY SERVICE PROVIDERS' PROMISES AND WARRANTIES, IF ANY, TO THE EXTENT THEY APPLY TO YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN, GFC AND GFC PARTNERS MAKE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND OR NATURE WITH RESPECT TO THE SOLUTIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION, QUALITY, CAPACITY, FUNCTIONALITY, WORKMANSHIP, MERCHANTABILITY, DESIGN, SECURITY, OPERATION, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN BUT SUBJECT TO THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT, GFC ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR OTHER INADEQUACIES IN THE SOLUTIONS. GFC owns the Equipment but may assign to you all rights GFC may have with respect to any warranty relating to the Equipment or other Solutions to the extent GFC determines in its reasonable discretion that it is beneficial to do so. You authorize GFC to add to a Supplement the serial numbers of Solutions subject to this Agreement.
28. **LIMITATION OF LIABILITY.** YOUR PAYMENT AMOUNTS TO GFC HEREUNDER REFLECT THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IN NO EVENT WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY DAMAGES, LIABILITY, CLAIM, LOSS, OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE SOLUTIONS. IN NO EVENT WILL GFC'S, ITS EMPLOYEES', AGENTS', LICENSORS', OR GFC PARTNERS' LIABILITY TO YOU, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR PURSUANT TO ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PAYMENTS MADE BY YOU TO GFC PURSUANT TO THIS AGREEMENT FOR THE APPLICABLE SOLUTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO GFC'S RECEIPT OF YOUR CLAIM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

29. **Remedies.** The rights and remedies of you and GFC are limited to the terms and provisions of this Agreement. To the extent permitted by law, both you and GFC hereby waive any and all rights and remedies conferred upon a lessee by Article 2A of the UCC as set forth under applicable state law, and as amended from time to time. To the extent permitted by law, both you and GFC also hereby waive any rights now or hereafter conferred by statute or otherwise which may require GFC to sell, lease, or otherwise use any Equipment or other Solutions in mitigation of GFC's damages in the event of your default, or which may otherwise limit or modify any of GFC's rights or remedies under this Agreement.
30. **Indemnification.** Except as otherwise provided herein, while in your possession, you assume all risks and liability for the Solutions, Maintained Equipment, and the use, relocation, possession, operation, storage and condition thereof, and for injuries or death resulting to any persons and damage to any property or loss or corruption of data arising therefrom. You further agree to assume liability for, and to indemnify, defend and hold GFC harmless from and against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your purchase, financing, rejection, possession, use, relocation, storage, operation, condition, your service or repair of Solutions, your breach of any agreement or license or return or other disposition of the Solutions, and except as otherwise provided herein, data loss or corruption, including costs of retrieval and attempted retrieval, together with all legal fees and expenses incurred by GFC in connection with any liability asserted against it. The agreements and indemnities in this section will survive the expiration or termination of this Agreement.
31. **No Agency.** No salesperson, representative or agent of a manufacturer or supplier of the Solutions is authorized to waive or alter any term or condition of this Agreement, and no representation as to the Solutions or any other matter by the manufacturer or supplier will in any way affect your obligations in this Agreement.
32. **Assurances.** You will, at your expense, promptly execute and deliver to GFC such further documents and take such action as requested by GFC to carry out the intent and purpose of this Agreement. Your full legal name, address, state of organization and state-assigned organizational number, if any, are provided herein. You will notify GFC in writing at least thirty (30) days prior to any change to your legal name, address, state of organization, or change in your state-assigned organization number.
33. **Business Purpose.** You represent and warrant to GFC that the Solutions will be used primarily (50% or more) for business or commercial purposes. This transaction is not primarily for personal, family, household or agricultural purposes. You will use the Solutions in a careful and proper manner, only in the normal course of your business and comply with all laws, ordinances and regulations relating to it.
34. **Successors, Severability, and Survival.** This Agreement is binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties to this Agreement. If any portion of this Agreement is deemed invalid, it does not affect the balance of the Agreement. The obligations, agreements and indemnities in this Agreement, which expressly or by implication are intended to survive, will survive the expiration or termination of this Agreement.
35. **Restricted Rights Legend.** Any Software provided to the U. S. Government, agency or instrumentality thereof or any prime contractor or subcontractor under any arrangement with the U.S. Government ("Government") is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable, and/or applicable Federal Acquisition Regulation protecting the commercial ownership rights of independently developed commercial software.
36. **Applicable Law, Venue, and Waiver of Jury Trial.** This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin. You agree that notwithstanding where you or the Equipment or other Solutions are located, jurisdiction for any dispute between the parties will be in Wisconsin and will be venued in Dane County, Wisconsin. You expressly agree to submit to personal jurisdiction in Dane County, Wisconsin and waive any right to a jury trial regarding any dispute arising from this Agreement.
37. **Entire Agreement.** This Agreement and the Supplements, addendums, exhibits, schedules and any other attachments which refer to or may be attached to this Agreement, which you acknowledge you have read, constitute the entire agreement between the parties regarding the subject matter hereof, and all other agreements, representations, promises, inducements, statements and understandings, prior to and contemporaneous with this Agreement, written or oral, are superseded by this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. A facsimile, scanned/e-mailed or otherwise reproduced signature on this Agreement, or an execution of this Agreement using an electronic mark or other e-signature technology or service, is a legally binding signature. This Agreement may be executed in counterparts, which collectively is deemed one Agreement. Time is of the essence regarding this Agreement and its provisions.

AGREED to by the parties as of the date executed by GFC.

GORDON FLESCH COMPANY, INC.

CUSTOMER: Mid-Ohio Educational Service Center

The undersigned affirms that he/she is duly authorized to execute and deliver this Agreement on behalf of Customer.

By: _____
Authorized Signature

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

Witness: _____

GFC Leasing imageCARE Master Agreement Acceptance Supplement

Master Agreement #: _____ Supplement #: _____ Term: 60 Commencement Date: _____

This GFC Leasing imageCARE Master Agreement Acceptance Supplement ("Supplement") is executed and delivered by the Gordon Flesch Company Inc., d/b/a GFC Leasing ("GFC") and Mid-Ohio Educational Service Center ("Customer" or "you"), pursuant to the Gordon Flesch Company, Inc.

Master Agreement (the "Agreement") between you and GFC, the defined terms therein being used herein with their defined meanings. This Supplement is effective on the date executed by GFC. GFC will provide you with a fully executed copy of this Supplement following the Commencement Date.

First Payment Due Date: _____	Payment and Meter Read Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Security Deposit: \$ _____
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Payment**: \$ 780.66	**Plus fees, taxes and image charges, if applicable.	Federal ID# 34-1207061
Comments: See attached equipment list		

GFC Leasing Solutions (please check all applicable)			End of Supplement Option:	Tax Exempt
<input checked="" type="checkbox"/> Equipment <input type="checkbox"/> Customer Equipment <input checked="" type="checkbox"/> Maintenance* <input type="checkbox"/> Software <small>*Includes toner. Excludes fax cartridges, paper, staples, wide format print heads, ink tanks, maintenance cartridges, colortrac paper hold down guide, and scan glass.</small>	Equipment, If Applicable: <input checked="" type="checkbox"/> New <input type="checkbox"/> Certified Pre-owned <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 Buyout <input type="checkbox"/> HaaS (No Purchase)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please attach your tax exemption certificate)	
Install DCA <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IT Contact Name: _____ Phone: _____ Email: _____ Meter Contact: Name: _____ Phone: _____ Email: _____ A/P Contact Name: _____ Phone: _____ Email: _____				

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes GFC to automatically withdraw from Customer's bank account described below, the full amount due for charges accruing in each billing period when due. Such charges may vary for each billing period based on Customer's actual images used and by any applicable sales/use taxes, property taxes and fees. This authorization will continue until this Agreement expires unless revoked in writing. Voided check must accompany this form.		
ACH <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	I: _____	I: _____
If yes, enter bank information in boxes above right	Bank Routing Code	Bank account number

1. Payments and Term. GFC will deliver, install and implement the Solutions in accordance with this Supplement (the "Commencement Date"). Thereafter GFC will provide you with an invoice, the date of which will be the first day of the Term of this Supplement (the "First Payment Due Date"). The Term for this Supplement is stated above and is non-cancellable by you. Except to the extent Equipment and Software is subject to the \$1.00 Buyout End of Supplement Option ("Dollar Buyout Option"), the initial Term will be extended automatically, without notice, for successive month to month terms beyond the initial Term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the initial Term or any extension. You will make the first Payment on or before the date indicated herein, or in any event not later than the due date of the first invoice issued by GFC pursuant to this Supplement. Subsequent Payments will be due and payable in advance, on the same day of each month thereafter, unless otherwise provided herein or as invoiced by GFC, until the total number of Payments under this Supplement have been made, including any and all charges per image, at the applicable fee per image for each black & white or color image. Annually, GFC may increase the base payment, the fee per image for each image type and the Charge per Image for Overage. You also agree to pay prorated amounts for any partial monthly billing period, such as the number of days from the Commencement Date to the First Payment Due Date.

2. Equipment Lease.

A. **Fair Market Value Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Fair Market Value End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not either purchase the Equipment or return the Equipment to the location designated by GFC. If you do not pay monthly Payments or purchase the Equipment from GFC upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear excepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the Fair Market Value End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property subject to your option, if selected, to purchase the Equipment at Fair Market Value as reasonably determined by GFC.

B. **Dollar Buyout Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Dollar Buyout Option for Equipment and Software described in this Supplement, and you are not otherwise in default under the Agreement, you will, upon the expiration of this Supplement, purchase such Equipment for one dollar (\$1.00) and will thereby take title to that Equipment. In consideration for GFC permitting you to choose the Dollar Buyout Option for particular Equipment, and in the event this

Agreement is deemed a conditional sales contract with respect to such Equipment, you hereby grant to GFC a security interest in and to such Equipment effective as of the date of this Supplement to secure Payments due. If any Equipment is subject to the Dollar Buyout Option, you will report the Equipment for purposes of personal property taxes.

C. **HaaS Option.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the HaaS (No Purchase) End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not return the Equipment to the location designated by GFC. If you do not pay monthly Payments upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear accepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the No Purchase End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property.

3. **Maintenance.** If you select maintenance, support and repair services for Equipment, or for equipment not supplied by GFC ("Customer Equipment"), GFC will provide maintenance, service, support and repairs ("Maintenance") for such Equipment and Customer Equipment ("Maintained Equipment") located within a GFC service area, and covered by this Agreement, as reasonably necessary, in GFC's sole discretion, to keep the Maintained Equipment in good working condition during the Term of this Supplement. GFC will not be responsible for damage that occurs or Maintenance required due to your failure to provide a clean and proper operating environment, including temperature and humidity, failure to operate the Maintained Equipment in accordance with manufacturer's recommendations, or neglect, abuse, misuse, intentional acts or negligence by you or anyone other than GFC with respect to the Maintained Equipment. Except as otherwise provided in a particular Supplement, all regular Maintenance will be performed during GFC's normal business hours. GFC reserves the right to add an additional charge from time to time for the purpose of offsetting increased fuel-related costs.

4. **Maintenance Exclusions.** Maintenance provided pursuant to this Supplement does not cover Maintenance or parts required by causes other than normal use of the Maintained Equipment, including but not limited to, acts of God, acts of civil or military authority, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, installation or malfunction of unauthorized software, parts, attachments or devices, service performed by someone other than GFC, or failure of electrical power or air conditioning. GFC will not be responsible for failure to render Maintenance due to acts of God, acts of civil or military authority, embargoes, epidemics, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, strikes or other labor disputes, or unavailability of materials and/or components and other causes beyond GFC's control. If you are in default pursuant to this Agreement, GFC may refuse to provide Maintenance for the Maintained Equipment.

5. **Additional Maintenance.** At your request, GFC will provide additional Maintenance on a unit of Maintained Equipment at GFC's then prevailing rate for Maintenance not covered by a GFC agreement. When in the opinion of GFC, a shop reconditioning is necessary for any of the Maintained Equipment because normal service, repair and parts replacement cannot keep a unit of Maintained Equipment in satisfactory operating condition, GFC will submit to you a cost estimate of needed repairs, which cost will be in addition to the charges provided for herein. If you do not authorize and pay for such work GFC may refuse to provide Maintenance therefore. If the Maintained Equipment is not made available for Maintenance at the location indicated on this Supplement at the time GFC's representative calls to perform Maintenance, thereafter, the Maintenance will be performed only upon your request. There will be no refund if in any such case you fail to request Maintenance. Parts to be furnished will be on an exchange basis and will be new parts or parts warranted to perform as new when installed in the Maintained Equipment. Maintenance will not include electrical work external to the Maintained Equipment or any third party software or programming unless specifically provided herein. Any obligation of GFC to provide replacement parts is conditioned upon the availability of the parts from the original equipment manufacturer. In the unlikely event replacement parts are no longer readily available from the original manufacturer for a particular piece of Maintained Equipment, GFC will be released from its obligation for Maintenance for such said Maintained Equipment. GFC may terminate the Maintenance component of this Supplement at any time by giving you thirty (30) days prior written notice.

6. **Consumable Supply Variances.** Standards for your toner usage will be based on published vendor yields. Staples, fax cartridges and paper are excluded unless expressly stated in this Supplement. You will pay for all shipping and handling costs associated with such supplies. Any toner cartridges provided by GFC for the Maintained Equipment may be new, remanufactured or reprocessed and you will pay for all associated shipping and handling costs. You will provide to GFC an inventory of supplies in your possession upon GFC's request. If you fail to return to GFC any unused supplies upon expiration or termination of this Supplement, GFC reserves the right to invoice you and you will pay GFC for such unused supplies at GFC's then current rates. If your use of supplies exceeds the published yields for a particular piece of the Maintained Equipment by more than ten percent (10%), you agree to pay when invoiced, additional charges at GFC's then current rates for such excess usage. Toner prices are subject to change.

7. **Meter Readings.** At GFC's option, you will provide actual meter readings upon GFC's request, by; (a) automatic meter reading device attached to the Equipment, or (b) any other method which GFC requests. GFC may estimate the number of images produced by you in any particular billing period if you do not provide GFC with meter readings within seven (7) days of GFC's request. GFC may audit any automatic meter reading device from time to time.

8. **Loss and Damage.** Because it is in your possession and/or control, you bear the entire risk of loss, theft or damage to the Equipment and no such loss relieves you of your Payment obligations pursuant to this Agreement. If GFC determines that any Equipment is lost, stolen or damaged beyond repair ("Lost Equipment"), you will, upon demand, pay GFC the Accelerated Payment applicable to the Lost Equipment.

9. **Title.** Except as otherwise provided, GFC holds title to the Equipment, except any Software, and you will have no claim of ownership thereto. However, if you are not in default pursuant to the Agreement, you will be entitled to possession of the Equipment during the Term of this Supplement. You will keep the Equipment free from all liens and encumbrances. You will maintain any markings on the Equipment indicating that it is the property of GFC. You will not make any alterations, additions or improvements of any kind to the Equipment without prior written consent of GFC. However, if so authorized, any such alterations, additions, or improvements will become property of GFC.

10. Software and Support. GFC will provide support for and configuration of Software as provided in this Supplement. References and links to End User Agreements applicable to the Software subject to this Supplement are set forth in or attached to this Supplement.

11. End User Agreements. You acknowledge and agree that GFC is a reseller of certain Software, cloud-based data storage and other Solutions that are provided by GFC Partners, and that GFC and the GFC Partners require as a pre-condition to use of their Software, cloud-based data storage and other Solutions, that you agree to one or more End User Agreements, which are available for your review under the heading "Customer Agreements with GFC Partners" at www.gflesch.com/terms-and-conditions. You hereby agree to such End User Agreements and will not in any way breach or be in default under the terms and conditions of the End User Agreements. A breach by you of any term or condition of any such End User Agreements will be an event of default pursuant to this Agreement. Notwithstanding anything in the End User Agreements to the contrary, the Agreement between you and GFC is non-cancellable by you for the full Term hereof.

12. Location of Equipment. You agree to provide GFC with thirty (30) days advance written notice before moving Equipment from the location where GFC installed it. GFC, or a person or entity selected by GFC, will assist with any such move at your cost. Upon reasonable notice, GFC will have the right to enter your premises during business hours to inspect the Equipment from time to time.

13. Personal Property. You will promptly notify GFC of any notice of any attachments or other judicial process affecting the Equipment. The Equipment is, and will remain, personal property even if the Equipment becomes affixed to or attached to real property or any building.

14. Insurance. During the Term of this Agreement, you will keep the Equipment insured, at your expense, against all risks of loss or damage for the full replacement value thereof and will carry public liability insurance covering the Equipment. Said insurance must be in form and amount and with companies having an A.M. Best rating of "A" or better, and must name GFC as loss payee and as an additional insured, respectively. You must deliver proof of such coverage to GFC within thirty (30) days of the date of this Agreement. You will pay GFC all deductible amounts upon the occurrence of a loss. You must obtain endorsements that will give GFC thirty (30) days written notice before said insurance is altered or cancelled and that said insurance to GFC will not be invalidated by any act or omission by you. The proceeds of such insurance will be used as determined by GFC in its sole discretion. You appoint GFC as your attorney-in-fact in connection with any such insurance proceeds. If you fail to provide proof of insurance as required, GFC may acquire such insurance. The cost thereof, plus administrative fees will become due and payable with your next Payment. Any duplication of such payments is your responsibility.

15. Other Documents. If a transaction subject to this Supplement is construed as a secured transaction or a conditional sale, this Agreement is deemed to be the security agreement or conditional sale contract, and GFC will be the secured party and you the debtor. You consent to GFC filing financing statements showing GFC's interest in the Equipment. You and GFC agree that this transaction is not subject to either Article 2 or Article 9 of the UCC.

16. Addendums and Signatures. All provisions of the GFC Leasing imageCARE Master Agreement Acceptance Supplement Schedule of Equipment/Accessories, Software, and Maintenance attached hereto, and any other schedules, addendums or riders which reference this Supplement or attached hereto, which you acknowledge you have read, are hereby incorporated by reference into this Supplement to the same extent as if fully set forth herein. This Supplement may be executed in counterparts, which collectively will be deemed one Supplement.

AGREED to by the parties hereto effective as of the date executed by GFC.

GORDON FLESCH COMPANY, INC.,
d/b/a GFC LEASING

CUSTOMER

Mid-Ohio Educational Service Center

The undersigned affirms that he/she is duly authorized to execute and deliver this Acceptance Supplement on behalf of Customer.

By: _____
Authorized Signature

Name/Title: _____
Print Name

Date: _____

By: _____
Authorized Signature

Name/Title: _____
Print Name

Date: _____

Witness: _____

Equipment List

Mid-Ohio Educational Service Center

890 W 4th St #100

Mansfield, OH 44906

Quantity #	Description
1	imagePRESS Lite C170
1	imagePRESS Server M10 v2.0
1	Puncher Unit-BS1
1	Document Insertion Unit-N1 Set
1	Booklet Finisher-W1 PRO Set
1	POD Deck Lite-C1-for C165

Ohio School District Certificates

The following certificates required by R.C. 5705.41 and 5705.412 are attached to the contract by and between the Gordon Flesch Company, Inc. and Mid-Ohio Educational Service Ce ("Owner") dated May 19, 2021,

R.C. 5705.41 Certificate

As the chief fiscal officer of the Owner, I hereby certify that the funds required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury, or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

By: _____

Name & Title: _____
(*Treasurer or other appropriate title*)

R.C. 5705.412 Certificate

We hereby certify that the Owner has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes including the renewal or replacement of existing levies which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year, equal to the number of days instruction was held or is scheduled for the current fiscal year.

Superintendent of Owner

By: _____
Print name: _____

President of the Board of Education

By: _____
Print name: _____

Lease # _____

Date: _____