

**Toner Inclusive
Maintenance Agreement**

P.O. Number:
Effective Date: Upon Install
Term: 12

Customer ("You" or "Customer")		<input type="checkbox"/> Proprietorship <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Municipality <input type="checkbox"/> Corporation <input type="checkbox"/> LLC	
Mid Ohio Educational Service Center Full Legal Name	David Jones Contact Name		
890 W 4th St Ste 100 Address	Ontario City	OH State	44906-2561 Zip
(419) 562-8741 Phone	jones.david@moesc.net E-mail	Federal ID # 341207061	

ID #	Model #	Serial #	Location	Supply Only	Flat Rate	Monthly Base Charge Per Unit	Image Charges			
							Black and White		Color	
							Images Included	Overages charge/image	Images Included	Overages charge/image
	iR ADV DX C5840i		1451 Lucas Rd, Mansfield, OH 44903-8682			\$0.00	0	0.005	0	0.03

Special Instructions:

Automated Meter Reading: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please attach your tax exemption certificate)		
IT Contact Name: David Jones	Phone: (419) 562-8741	Email: jones.david@moesc.net	
Meter Contact: David Jones	Phone: (419) 562-8741	Email: jones.david@moesc.net	
AP Contact: David Jones	Phone: (419) 562-8741	Email: jones.david@moesc.net	

This Gordon Flesch Company, Inc. Maintenance Agreement by and between Gordon Flesch Company, Inc., a Wisconsin corporation, with offices at 2675 Research Park Drive, Madison, WI 53711 ("GFC") and Customer is effective on the Effective Date set forth above.

- Agreement.** By signing this Gordon Flesch Company, Inc. Maintenance Agreement, you agree to the terms herein plus any addendums and schedules hereto. The terms "Agreement", "hereof", "herein", and "hereunder", mean this Agreement together with each addendum and schedule attached hereto.
- Term.** The term of this Agreement is stated above. The 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 scheduled Term or any extension of the Term. Payments for any extended term will be due as invoiced by GFC.
- Payments.** You will make the first payment on or before the due date of the first invoice issued by GFC pursuant to this Agreement. 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 Agreement have been made, including any and all charges per image, at the applicable fee per image for each black and white or color image. Annually, on or about the anniversary date hereof, 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 Effective Date to the first payment due date. Alterations, attachments or specification changes to the Equipment may result in an increase in fees. GFC reserves the right to add an additional charge from time to time for the purpose of offsetting increased fuel-related costs.
- Maintenance.** GFC will provide maintenance, service, and repairs ("Maintenance") for the equipment specifically identified in an addendum or schedule which references this agreement or is attached hereto (the "Equipment") located within a GFC service area, and covered by this Agreement, as reasonably necessary, in GFC's sole discretion, to keep the Equipment in good working condition during the Term of this Agreement. 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 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 Equipment. Except as otherwise provided herein, all regular Maintenance will be performed during GFC's normal business hours.
- Maintenance Exclusions.** Maintenance provided pursuant to this Agreement does not cover Maintenance or parts required by causes other than normal use of the 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 Equipment.
- Maintenance Limitations.** If the Equipment is not made available for Maintenance at the location indicated herein 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 Equipment. Maintenance will not include electrical work external to the 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 Equipment, GFC will be released from its obligation for Maintenance for said Equipment. GFC may terminate this Agreement at any time by giving you thirty (30) days prior written notice.
- Consumable Supply Variances.** If this Agreement includes toner, standards for your toner usage will be based on published vendor yields. If your use of toner exceeds the published yields for a particular piece of 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 and supply prices are subject to change. Supplies such as staples, fax cartridges, paper, print heads for Canon wide format printers and Zebra and Intermec thermal printers, cutter heads, punch dies, and Exchange Roller kits for DR Scanners are excluded unless expressly stated in this Agreement. You will pay for all shipping and handling costs associated with toner and supplies. Any toner cartridges provided by GFC for the Equipment may be new, remanufactured or reprocessed. 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 Agreement, GFC reserves the right to invoice you and you will pay GFC for such unused supplies at GFC's then current rates.
- Meter Readings.** At GFC's option, you will provide actual meter readings upon GFC's request, by: (a) automated meter reading, 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 charge a fee if you fail to provide GFC with meter readings upon GFC's request. GFC may audit any automatic meter reading device from time to time.

ORDER FORM

1. **Payments.** You shall pay to GFC the total amount set forth in this Agreement on the terms provided herein until all such payments have been made. In addition to the total amount, you also agree to pay when due all applicable fees and taxes (including but not limited to, personal property tax, sales, and use tax), imposed in connection with this transaction, and reimburse GFC for such sums upon demand. Any duplication of such fee or tax payments by GFC and you are your responsibility. All payment obligations herein are collectively referred to as the "Payments." **Payments shall be sent to GFC at BIN 88236, Milwaukee, Wisconsin 53288-0236,** or as otherwise designated by GFC in writing. You hereby waive all existing and future claims and offsets against any Payments due hereunder and agree to pay all amounts due hereunder regardless of any such claim. 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.

2. **Title.** Until all of your obligations under this Agreement are paid in full, GFC holds title to the equipment subject to this Agreement ("Equipment"), you will have no claim of ownership thereto, and the Equipment shall at all times remain personal property, notwithstanding that the Equipment may become affixed to, imbedded in, or permanently attached to real property or any building thereon. GFC will purchase the Equipment and software from a supplier but assumes no liability in connection therewith, or delivery thereof. Delay in delivery due to supply chain issues or otherwise does not affect the validity of this Agreement. You agree to inspect the Solutions and provide GFC with written notice specifying any claimed defect or omission within five (5) business days of delivery. If you do not timely provide such notice, you acknowledge that you accept and are satisfied that the Equipment is in good condition.

3. **Security Interest.** To secure payment and performance of your obligations herein, you grant to GFC a security interest in the Equipment, and proceeds of all or any part of the Equipment (the "Collateral") until your obligations are paid in full. If at any time a transaction subject to this Agreement shall be construed to be a secured transaction or a conditional sale, this Agreement shall be deemed to be the security agreement or conditional sale contract, and GFC shall be the secured party or seller, and you the debtor or purchaser, respectively. You consent to GFC filing one or more UCC financing statements showing GFC's interest in the Equipment, and you authorize GFC to file or record this Agreement with the governmental offices deemed appropriate by GFC. You shall pay GFC's filing and recording expenses upon demand.

4. **Location.** Until all your obligations under this Agreement have been paid in full, you agree to provide GFC with thirty (30) days advance written notice before moving the Equipment from the location where GFC installed or delivered it. GFC, or a person or entity selected by GFC, will assist with any such move at your cost.

5. **Data and Software.** You acknowledge that if GFC installs or configures the Equipment and software subject hereto on your computer, computer network and/or other office equipment, it is advisable and is your sole responsibility to use virus protection software on all computer equipment and back up all data on your computer equipment that you deem necessary, prior to GFC's installation and configuration of the Equipment and software. In the event any data is accessed, modified, damaged, lost, deleted, misappropriated, or compromised, by willful attack or otherwise, it shall be your responsibility to restore such data at your sole cost, and you acknowledge that GFC will have no liability to you related to any such event. You acknowledge that installation and configuration of the software often requires that you as the end user agree to certain license, service level and related agreements ("End User Agreements") as a pre-condition to use. To that end, you hereby authorize GFC to accept and/or agree to on your behalf, all End User Agreements related to the software, that it encounters while installing and configuring the Equipment. Pertinent End Users Agreements are available for your review at www.gfesch.com/terms-and-conditions.

6. **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY.** GFC MAKES NO WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO THE CONDITION, QUALITY, CAPACITY, WORKMANSHIP, FUNCTIONALITY, MERCHANTABILITY, DESIGN, SECURITY, NON-INFRINGEMENT, OR OPERATION OF THE EQUIPMENT, OR THE SOFTWARE, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOUR USE OF THE EQUIPMENT OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, ALL OF WHICH ARE EXPRESSLY WAIVED BY YOU. YOU WILL HAVE THE BENEFIT OF ANY MANUFACTURER'S, LICENSOR'S AND OTHER THIRD-PARTY SERVICE PROVIDER'S PROMISES AND WARRANTIES TO THE EXTENT SUCH WARRANTIES APPLY TO YOU. 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, OR AGENTS 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, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES, LIABILITY, CLAIM, LOSS, OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, SOFTWARE, OR BREACH OF WARRANTY RELATED THERETO. IN NO EVENT WILL GFC'S, ITS EMPLOYEES' OR AGENTS' AGGREGATE LIABILITY TO YOU, PURSUANT TO OR ARISING FROM THIS AGREEMENT, OR THE EQUIPMENT OR SOFTWARE SUBJECT HERETO, WHETHER THE CLAIM(S) IS/ARE 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 DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO GFC'S RECEIPT OF YOUR CLAIM. THESE LIMITATIONS OF LIABILITY, REMEDY, AND DAMAGES WILL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT AND APPLY EVEN IF ANY SUCH LIMITATION IS FOUND TO HAVE RESULTED IN A FAILURE OF ITS ESSENTIAL PURPOSE.

7. **Default and Cross Default.** If you fail to pay any amount herein when it is due and payable, or fail to timely perform any other obligation required herein, or if you suspend business, become insolvent, enter into or petition for a creditors' arrangement, or if a receiver is appointed for you or any of your property, or if you shall suffer an adverse material change in your financial condition from the date hereof, and as a result GFC deems itself to be insecure, or if you shall be in default pursuant to this Agreement and any other agreements with GFC, then all amounts to be paid to GFC pursuant to this Agreement will be immediately due and payable, without notice. Following a default GFC shall have all the rights and remedies available to it at law, in equity, or otherwise, including, without limitation, those under the Uniform Commercial Code ("UCC"), and those set forth herein. All of GFC's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by GFC to pursue any remedy shall not exclude pursuit of any other remedy. GFC may require you to assemble the Equipment and make it available to GFC. GFC shall have full power to, but is not obligated to, sell, lease, transfer, or otherwise deal with the Equipment, and may sell the Equipment at public auction or private sale. GFC may proceed against Guarantor without first proceeding against Customer or the Equipment. If GFC chooses to sell, lease, transfer or otherwise deal with the Equipment, GFC may obtain a judgment against Customer or Guarantor for any deficiency remaining on the amount due GFC. Customer and Guarantor agree to pay all reasonable attorneys' fees, costs and expenses incurred by GFC arising from a default.

8. **Assignment.** You may not transfer or assign this Agreement. GFC may assign this Agreement, and assignee will be entitled to all the benefits of this Agreement. No transfer, renewal, extension or assignment of this Agreement, or loss, damage, injury, or destruction of the Equipment will release Customer from Payments due hereunder.

9. **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. This Agreement is non-cancellable by you and you will make all the payments required by this Agreement. This Agreement cannot be modified or amended except by written agreement signed and currently dated by you and GFC.

10. **Indemnification.** While in your possession, you assume all risks and liability for the 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, and condition of the Equipment, 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.

11. **Business Purposes.** You represent and warrant to GFC that the Equipment will be used primarily (at least 50%) for business or commercial purposes. This transaction is not primarily for personal, family, household or agricultural purposes. You will use the Equipment 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.

12. **Entire Agreement.** This Agreement, and any 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, representation, promises, inducements, statements and understandings, prior to and contemporaneous with this Agreement, written or oral, are superseded by this Agreement. Any purchase order issued by you to GFC regarding the Equipment and software is issued solely for purposes of accommodating your protocol for facilitating your payment of the sums herein provided. You expressly agree that the terms and conditions of any such purchase order do not, and shall not in the future, modify or be included in the terms and conditions of 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. This Agreement may be executed in counterparts, which collectively shall be deemed one Agreement. Time is of the essence regarding this Agreement and its provisions.