

BILL TO			SALES & SERVICE AGREEMENT			SHIP TO		
CUSTOMER NAME			CUSTOMER NAME					
Big Walnut Local School District - Administration			SEE PRODUCT SCHEDULE					
ADDRESS			ADDRESS					
110 Tippet Ct			SEE PRODUCT SCHEDULE					
CITY, STATE ZIP			CITY, STATE ZIP					
SUNBURY, OH 43074			SEE PRODUCT SCHEDULE					
BILL TO CONTACT PERSON	BILL TO PHONE NUMBER	BILL TO EMAIL	SHIP TO CONTACT PERSON	SHIP TO PHONE NUMBER	SHIP TO EMAIL			
WAYNE THOMPSON	740-965-8960	WAYNETHOMPSON@BIG WALNUT.K12.OH.US	WAYNE THOMPSON	740-965-8960	WAYNETHOMPSON@BIG WALNUT.K12.OH.US			
SALESPERSON	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE #	SERVICE CONTRACT	<input checked="" type="checkbox"/> New	MPS CONTRACT			
Matt Leedy		20294635	CONTRACT #		CONTRACT #			
LEASE PAYMENT			SERVICE PAYMENT			MPS PAYMENT		
\$5,407.82 Monthly			Included in Lease			N/A		
TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

PRODUCTS							
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	TOTAL PRICE			
		SEE PRODUCT SCHEDULE (SCHEDULE A)					

<input checked="" type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)		<input checked="" type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL		
				SPECIAL SERVICES FEES		\$0.00
NOTE / ADJUSTMENT DETAILS The Service/MPS Escalation Rate is 0%.				OTHER ADJUSTMENTS		\$0.00
CONTRACT TYPE		EFFECTIVE DATES			TRANSACTION TYPE	
<input type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	TERM IN MONTHS	60 Months	Actual start date based on delivery or lease commencement.		Lease FMV(SLG)
<input checked="" type="checkbox"/> LEASE	<input type="checkbox"/> MAINTENANCE ONLY	PROPOSED START DATE				
CONTRACT TERMS					NOTES	
SERVICE	MPS					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All parts, labor, drums and supplies; excluding paper and staples				
<input type="checkbox"/>	<input type="checkbox"/>	All parts and labor, including drums; excluding supplies, paper, and staples				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Includes other (indicate) Staples				

CONTRACT RATES				INCLUDED IN LEASE PAYMENT			<input checked="" type="checkbox"/> SERVICE	<input type="checkbox"/> MPS	
POOL #	BW VOL.	BW OVG. RATE	CLR VOL.	CLR OVG. RATE	CLR XL VOL.	CLR XL OVG. RATE	PAYMENT	BASE FRQNCY	OVG. FRQNCY
Service Pool# 1	0	\$0.00250	0	\$0.02900	n/a	n/a	Included in Lease	Monthly	Monthly

REMOTE SERVICE TECHNOLOGY	<input checked="" type="checkbox"/>	XDA/XDM	<input type="checkbox"/>	FM AUDIT	<input type="checkbox"/>	DECLINE	PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON	TECH PHONE #		TECH EMAIL		METER CONTACT PERSON		METER PHONE #		METER EMAIL
WAYNE THOMPSON	740-965-8960		WAYNETHOMPSON@BIG WALNUT.K12.OH.US		WAYNE THOMPSON		740-965-8960		WAYNETHOMPSON@BIG WALNUT.K12.OH.US
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.									
QTY	MODEL / PRODUCT #		SOFTWARE & DESCRIPTION			<input type="checkbox"/>	SEE SOW FOR DETAILS		TOTAL PRICE
			SEE PRODUCT SCHEDULE (SCHEDULE A)						

CUSTOMER ACCEPTANCE			
By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Initials

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or

b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter: Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

Initials

13. **INTELLECTUAL PROPERTY.**

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of OH (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

Initials

PRODUCT SCHEDULE (SCHEDULE A)

This Product Schedule/Schedule A is attached to and becomes part of the Agreement between XFS and the undersigned Customer.

PRODUCTS								
QTY	MFG / MODEL	DESCRIPTION	ID#	SERIAL NUMBER	STARTING BLACK METER	STARTING COLOR METER	LOCATION	SERVICE POOL
2	AltaLink B8155H2	AltaLink B8155H2 with Office Finisher (OFC-81), Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT), RFID Card Reader Install Kit for C7000 w/ Reader. (Includes TWN4 reader, label) (RFID70)					BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	Service Pool# 1
1	AltaLink B8170H2	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)					BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	Service Pool# 1
3	ED95	ED95 with 2-Tray High Capacity Feeder (2TRAYHCF), D5 Booklet Maker Finisher with 2/3 Hole Punch (097S05113), RFID Card Reader Install Kit for C7000 w/ Reader. (Includes TWN4 reader, label) (91RFIDRDR)					BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	Service Pool# 1
2	EC8056H2	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)					BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	Service Pool# 1
2	PrimeLink C9070	PrimeLink C9070 with High Cap Feeder (Letter size 2,000 sheets), Business Ready (BR) Booklet Maker Finisher w/ 2/3 hole punch, 3K stack, 50 sht staple, 15 sht bklt, DMP Xerox Integrated Controller (DMPCTRL), Card Reader, Postscript for DMP Controller (PS4DMPSVR)					Big Walnut Local School District - Prairie Run Elementary 701 N Miller Dr Sunbury, OH 43074	Service Pool# 1
1	EC8056H2	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)					Big Walnut Local School District - Prairie Run Elementary 701 N Miller Dr Sunbury, OH 43074	Service Pool# 1
1	AltaLink C8145H2	AltaLink C8145H2 with Business Ready Finisher w/ 2/3 Hole Punch (BRF-81), INTEGRATED -PI RFID CARD READER KIT, C/Z Folder for Business Ready Finisher (CZFOLD81)					BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT BUS GARAGE 117 N KITNER PKWY SUNBURY, OH 43074	Service Pool# 1

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2	EC8056H2	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)					Big Walnut Local School District - Administration 110 Tippet Ct SUNBURY, OH 43074	Service Pool# 1
1	AltaLink B8155H2	AltaLink B8155H2 with Office Finisher (OFC-81), Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT), RFID Card Reader Install Kit for C7000 w/ Reader. (Includes TWN4 reader, label) (RFID70)					BIG WALNUT LOCAL SCHOOL DISTRICT - ROSECRANS ELEMENTARY 301 S MILLER DR SUNBURY, OH 43074	Service Pool# 1
1	AltaLink B8170H2	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)					BIG WALNUT LOCAL SCHOOL DISTRICT - ROSECRANS ELEMENTARY 301 S MILLER DR SUNBURY, OH 43074	Service Pool# 1
1	AltaLink C8170H2	AltaLink C8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)					BIG WALNUT LOCAL SCHOOL DISTRICT - ROSECRANS ELEMENTARY 301 S MILLER DR SUNBURY, OH 43074	Service Pool# 1
1	EC8056H2	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)					BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT MIDDLE SCHOOL 777 CHESHIRE RD SUNBURY, OH 43074	Service Pool# 1
1	AltaLink B8170H2	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)					BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT MIDDLE SCHOOL 777 CHESHIRE RD SUNBURY, OH 43074	Service Pool# 1
1	AltaLink C8170H2	AltaLink C8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Envelope Tray Feed Kit - Replaces Tray 1; holds up to 50 envelopes (ENVLPTR), Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)					BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT MIDDLE SCHOOL 777 CHESHIRE RD SUNBURY, OH 43074	Service Pool# 1
2	EC8056H2	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)					BIG WALNUT LOCAL SCHOOL DISTRICT - EARLY LEARNING CENTER AT HARRISON ST 70 HARRISON ST SUNBURY, OH 43074	Service Pool# 1
2	AltaLink B8170H2	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)					BIG WALNUT MIDDLE SCHOOL 555 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074	Service Pool# 1
1	AltaLink C8170H2	AltaLink C8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)					BIG WALNUT MIDDLE SCHOOL 555 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074	Service Pool# 1

Initials

1	EC8056H2	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)					BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT ELEMENTARY 940 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074	Service Pool# 1
2	AltaLink B8170H2	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)					BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT ELEMENTARY 940 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074	Service Pool# 1
1	EC8056H2	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)					BIG WALNUT LOCAL SCHOOL DISTRICT - HYLEN SOUDERS ELEMENTARY 4121 MILLER PAUL RD GALENA, OH 43021	Service Pool# 1
1	AltaLink B8155H2	AltaLink B8155H2 with Office Finisher (OFC-81), Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT), RFID Card Reader Install Kit for C7000 w/ Reader. (Includes TWN4 reader, label) (RFID70)					BIG WALNUT LOCAL SCHOOL DISTRICT - HYLEN SOUDERS ELEMENTARY 4121 MILLER PAUL RD GALENA, OH 43021	Service Pool# 1
1	AltaLink B8170H2	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)					BIG WALNUT LOCAL SCHOOL DISTRICT - HYLEN SOUDERS ELEMENTARY 4121 MILLER PAUL RD GALENA, OH 43021	Service Pool# 1
31	Papercut Embedded License	null					Big Walnut Local School District - Administration 110 Tippet Ct SUNBURY, OH 43074	N/A

CUSTOMER ACCEPTANCE

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Initials

TRADE-IN EQUIPMENT / LEASE RETURN FORM

This Form is attached to and becomes part of the Agreement between the Company and the undersigned Customer.

RETURN TO COMPANY		LEASE CONTRACT #	SALES REP
		CUSTOMER OWNED	Matt Leedy
BILL TO		CONTACT	
CUSTOMER #	BW18:1739573000-M	CONTACT	WAYNE THOMPSON
CUSTOMER NAME	Big Walnut Local School District - Administration	PHONE	740-965-8960
ADDRESS	110 Tippet Ct SUNBURY,OH 43074	EMAIL	WAYNETHOMPSON@BIGWALNUT.K12.OH.US

BUYOUT / TRADE-IN							
TRADE-IN TYPE	TERMS OF PAYOFF						
Customer Owned	The Customer's signature below attests that the equipment listed is owned by the Customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to the Company.						
MAKE/MODEL	PICKUP LOCATION	SERIAL #	SERVICE TAG	BW METER	COLOR	TOTAL	DISPOSITION
Xerox XER B/W COP B8055	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	Y4X857289	F2320				Scrap
Xerox XER BLK COP B8075	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	3AG883300	F2327				Scrap
Xerox XER DIG COP D95CP	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	BG2481307	F2332				Scrap
Xerox XER B/W COP B8055	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	Y4X855458	F2334				Scrap
Xerox XER DIG COP D95CP	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	BG2481304	F2335				Scrap
Xerox XEROX C9070XLS	Big Walnut Local School District - Prairie Run Elementary 701 N Miller Dr Sunbury, OH 43074	DQP141795	952160				Scrap
Xerox XEROX C9070XLS	Big Walnut Local School District - Prairie Run Elementary 701 N Miller Dr Sunbury, OH 43074	DQP136046	F8628-M				Scrap
Xerox XEROX C8145H2 COLOR COPIER	Big Walnut Local School District - Prairie Run Elementary 701 N Miller Dr Sunbury, OH 43074	EHQ213908	G1111-M				Scrap
Xerox XER COL COP C8045H2	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT BUS GARAGE 117 N KITNER PKWY SUNBURY, OH 43074	8TB605392	F2306				Scrap
Xerox XER COL COP C8045H2	Big Walnut Local School District - Administration 110 Tippet Ct SUNBURY, OH 43074	8TB607804	F2308				Scrap

Initials

Xerox XER COL COP C8045H2	Big Walnut Local School District - Administration 110 Tippet Ct SUNBURY, OH 43074	8TB595774	F2311				Scrap
Xerox XER B/W COP B8055	BIG WALNUT LOCAL SCHOOL DISTRICT - ROSECRANS ELEMENTARY 301 S MILLER DR SUNBURY, OH 43074	Y4X855373	F2309				Scrap
Xerox XER BLK COP B8075	Big Walnut Local School District - Administration 110 Tippet Ct SUNBURY, OH 43074	3AG883224	F2317				Scrap
Xerox XER COL COP C8070H2	BIG WALNUT LOCAL SCHOOL DISTRICT - ROSECRANS ELEMENTARY 301 S MILLER DR SUNBURY, OH 43074	6TB448906	F2333				Scrap
Xerox XER B/W COP B8055	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT MIDDLE SCHOOL 777 CHESHIRE RD SUNBURY, OH 43074	Y4X855453	F2315				Scrap
Xerox XER BLK COP B8075	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT MIDDLE SCHOOL 777 CHESHIRE RD SUNBURY, OH 43074	3AG883411	F2329				Scrap
Xerox XER BLK COP B8075	BIG WALNUT LOCAL SCHOOL DISTRICT - EARLY LEARNING CENTER AT HARRISON ST 70 HARRISON ST SUNBURY, OH 43074	3AG883396	F2337				Scrap
Xerox XER COL COP C8045H2	BIG WALNUT LOCAL SCHOOL DISTRICT - EARLY LEARNING CENTER AT HARRISON ST 70 HARRISON ST SUNBURY, OH 43074	8TB611251	F2338				Scrap
Xerox XER BLK COP B8075	BIG WALNUT MIDDLE SCHOOL 555 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074	3AG883467	F2321				Scrap
Xerox XER BLK COP B8075	BIG WALNUT MIDDLE SCHOOL 555 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074	3AG883455	F2328				Scrap
Xerox XER COL COP C8070H2	BIG WALNUT MIDDLE SCHOOL 555 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074	6TB448869	F2339				Scrap
Xerox XER COL COP C8045H2	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT ELEMENTARY 940 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074	8TB605410	F2322				Scrap
Xerox XER BLK COP B8075	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT ELEMENTARY 940 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074	3AG883245	F2324				Scrap
Xerox XER BLK COP B8075	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT ELEMENTARY 940 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074	3AG883512	F2326				Scrap
Xerox XER COL COP C8045H2	BIG WALNUT LOCAL SCHOOL DISTRICT - HYLEN SOUDERS ELEMENTARY 4121 MILLER PAUL RD	8TB611245	F2305				Scrap

Initials

	GALENA, OH 43021						
Xerox XER B/W COP B8055	BIG WALNUT LOCAL SCHOOL DISTRICT - HYLEN SOUDERS ELEMENTARY 4121 MILLER PAUL RD GALENA, OH 43021	Y4X858050	F2325				Scrap
Xerox XER BLK COP B8075	BIG WALNUT LOCAL SCHOOL DISTRICT - HYLEN SOUDERS ELEMENTARY 4121 MILLER PAUL RD GALENA, OH 43021	3AG883349	F2336				Scrap

The Company agrees to remove Equipment listed above provided the following:

1. You, the Customer, acknowledge that the Company shall not be financially responsible for for any obligations relating to this equipment.

INITIAL ()

CUSTOMER ACCEPTANCE			
<i>I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of Customer. Authorized signature certifies the accuracy of the information provided herein. Unless otherwise indicated in this agreement, it is solely the Customer's responsibility to secure any sensitive data and permanently delete such data from the internal media storage prior to Company taking possession of the equipment. The Customer shall hold the Company harmless from the Customer's failure to secure and permanently delete all such data.</i>			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Initials

TRADE-IN EQUIPMENT / LEASE RETURN FORM

This Form is attached to and becomes part of the Agreement between the Company and the undersigned Customer.

RETURN TO COMPANY		LEASE CONTRACT #	SALES REP
OTHER		1190040	Matt Leedy
BILL TO		CONTACT	
CUSTOMER #	BW18:1739573000-M	CONTACT	WAYNE THOMPSON
CUSTOMER NAME	Big Walnut Local School District - Administration	PHONE	740-965-8960
ADDRESS	110 Tippet Ct SUNBURY,OH 43074	EMAIL	WAYNETHOMPSON@BIGWALNUT.K12.OH.US

BUYOUT / TRADE-IN							
TRADE-IN TYPE	TERMS OF PAYOFF						
Lease Company Upgrade	Company is performing an equipment upgrade and lease payoff for equipment listed for Customer. The Company will pick up and return the equipment on the Customer's behalf.						
MAKE/MODEL	PICKUP LOCATION	SERIAL #	SERVICE TAG	BW METER	COLOR	TOTAL	DISPOSITION
Ricoh MFP, RIC, MPC4504, TOT/BLK/CLR	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	G716M860970	Z1201				Return

The Company agrees to remove, store and return (if applicable) the Trade-In Equipment listed above at no charge provided the following:

1. You, the Customer, maintain insurance coverage for the Trade-In Equipment until the equipment has been returned to the leasing company.

INITIAL ()

2. For Trade-In Equipment to be returned to its lessor, You, the Customer, agree, upon request, to provide the Company with the return instructions (shipping address and due date for return) via email to: com-return.equipment@xerox.com ATTN: End of Lease Dept such that it is received no later than 5 (five) calendar days after the request.

INITIAL ()

3. You, the Customer, acknowledge that the Company shall not be financially responsible for any additional fees, penalties, or payments of any kind relating to the lease arising from the Customer's failure to fulfill Your obligation on the original lease as agreed.

INITIAL ()

CUSTOMER ACCEPTANCE			
<i>I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of Customer. Authorized signature certifies the accuracy of the information provided herein. Unless otherwise indicated in this agreement, it is solely the Customer's responsibility to secure any sensitive data and permanently delete such data from the internal media storage prior to Company taking possession of the equipment. The Customer shall hold the Company harmless from the Customer's failure to secure and permanently delete all such data.</i>			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Initials

TRADE-IN EQUIPMENT / LEASE RETURN FORM

This Form is attached to and becomes part of the Agreement between the Company and the undersigned Customer.

RETURN TO COMPANY		LEASE CONTRACT #	SALES REP
OTHER		Unknown	Matt Leedy
BILL TO		CONTACT	
CUSTOMER #	BW18:1739573000-M	CONTACT	WAYNE THOMPSON
CUSTOMER NAME	Big Walnut Local School District - Administration	PHONE	740-965-8960
ADDRESS	110 Tippet Ct SUNBURY,OH 43074	EMAIL	WAYNETHOMPSON@BIGWALNUT.K12.OH.US

BUYOUT / TRADE-IN							
TRADE-IN TYPE		TERMS OF PAYOFF					
Competitive Upgrade		Customer has chosen to close out the lease on their own. The Company will return equipment on Your behalf.					
		Customer is responsible for completing all financial obligations of the lease and sending cancellation notice with the request for return instructions.					
		Company shall not be responsible for any delay in returning the equipment nor any loss or damage to the equipment prior to our pick-up.					
MAKE/MODEL	PICKUP LOCATION	SERIAL #	SERVICE TAG	BW METER	COLOR	TOTAL	DISPOSITION
Ricoh C6500	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	M1547	M1547				Return
Ricoh IM9000	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667	M0406	M0406				Return

The Company agrees to remove, store and return (if applicable) the Trade-In Equipment listed above at no charge provided the following:

1. You, the Customer, maintain insurance coverage for the Trade-In Equipment until the equipment has been returned to the leasing company.

INITIAL ()

2. You, the Customer, are responsible for canceling any lease with the leasing company within the required time frame.

INITIAL ()

3. In the event the Trade-In Equipment is to be returned to its lessor, you, the Customer, agree to provide the Company with the return instructions (shipping address and due date for return) via email to: com-return.equipment@xerox.com ATTN: End of Lease Dept such that it is received no later than 5 (five) calendar days after the end of the original lease. If you, the Customer, do not provide the return instructions within 30 days of the end of the original lease nor respond to our request for return instructions, the Trade-In Equipment will be considered abandoned and disposed of at Our discretion without recourse.

INITIAL ()

4. You, the Customer, acknowledge that the Company shall not be financially responsible for any additional fees, penalties, or payments of any kind relating to the lease, including but not limited to any lease renewals or other fees arising from Customer's failure to provide timely notice to the equipment lessor and providing us with return instructions, in accordance with paragraphs 2 and 3 above.

INITIAL ()

CUSTOMER ACCEPTANCE			
<i>I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of Customer. Authorized signature certifies the accuracy of the information provided herein. Unless otherwise indicated in this agreement, it is solely the Customer's responsibility to secure any sensitive data and permanently delete such data from the internal media storage prior to Company taking possession of the equipment. The Customer shall hold the Company harmless from the Customer's failure to secure and permanently delete all such data.</i>			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Initials



A Xerox Company

At ComDoc it's our mission

To provide an unparalleled customer experience through the power of people, technology, and innovation.

DOCUMENT MANAGEMENT AGREEMENT



Corporate Office: 8247 Pittsburg Ave NW, North Canton, OH 44685
Phone: 800.321.1009 Fax: (330) 896.9217 Web: comdoc.com

Revised 1/12/2024

Document Management Agreement

We have written this Document Management Agreement (the "Agreement") in simple and easy-to-read language because we want you to understand its terms. Please read this Agreement carefully and feel free to ask us any questions you may have about it. We use the words **You** and **Your** to mean the customer. The words **We**, **Us** and **Our** refer to ComDoc.

Legal Customer Name Big Walnut Local School District - Administration		Mailing Address 110 Tippet Ct	
City SUNBURY	County	State OH	Zip 43074

Equipment Location, if other than customer's address above [See Attached Schedule A]		Address	
City	County	State	Zip

Federal Taxpayer ID: _____

- We agree to provide to You the Equipment listed in 3 below and You promise to pay Us the minimum monthly payment in 2 below according to the following pricing. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set off, counterclaim or deduction of any amounts whatsoever.
- Minimum Monthly Payment: **\$5,407.82 Monthly** Term of Agreement: **60 months**

<u>Black Impressions</u> Up to <u>0</u> black impressions per month Additional black impressions at \$0.00250 per impression.	<u>Color Impressions</u> Up to <u>0</u> color impressions per month Additional color impressions at \$0.02900 per impression.
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<u>Black Managed Print Impressions</u> Up to <u>0</u> black Managed Print impressions per month Additional N/A black impressions at per impression.	<u>Color Managed Print Impressions</u> Up to <u>0</u> color Managed Print impressions per month Additional color impressions at N/A per impression.
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- Equipment covered by this Agreement:

☒ SEE ATTACHED SCHEDULE A (Signed by Officer)

Customer Initials X _____

If any taxes are due, You agree to pay the tax in addition to Your monthly payment. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of Agreement initiation, You authorize Us to finance and adjust Your payment to include such taxes over the initial term (unless You pay such taxes at the time of Agreement initiation). Payments are due monthly beginning _____ and continue on the same day of each month until fully paid. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name. You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Agreement cannot be terminated except as provided for in this Agreement. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Agreement. We have no obligation to You until We accept this Agreement by signing below. No separate amendments to this contract are valid unless signed by a ComDoc Corporate Officer.

Customer Acceptance

Authorized Signature X:	Date:
Name:	Title:

ComDoc Acceptance

Authorized Signature X:	Date:
Name:	Title:

Document Management Agreement

Customer Name: Big Walnut Local School District - Administration

(Continued from page 1 of 3)

4. **Transition Billing:** In order to facilitate a uniform billing cycle, this Agreement will begin within 30 days of the Equipment's installation date ("Effective Date"). You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment will be based on the minimum monthly payment prorated on a 30-day calendar month and will be added to Your first invoice.
5. **Additional Impressions:** You agree to notify Us of meter readings upon request. Meters will be reconciled quarterly and You will be billed for any additional impressions based on the additional impression rate. If impressions are not included, meters will be reconciled on a monthly basis based on actual usage. We have the right to invoice estimated meter reads or assigned volumes based on industry benchmarks if actual meter reads are not available.
6. **Late Charge:** If any part of a payment is more than 10 days late, You agree to pay a late charge of 10% of the scheduled payment.
7. **Automatic Agreement Renewal:** You shall provide Us written notice with Your intention to exercise Your option to return all, but not less than, all of the Equipment covered under this Agreement. The written notice must be received no less than 60 days, but not more than 150 days prior to the expiration date of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with paragraph 10. If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-year periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires.
8. **Ownership of Equipment:** We are the owner of the Equipment and have title to the Equipment. You agree to keep the Equipment free and clear of all liens and claims.
9. **Warranties:** We pass along to You all manufacturer warranties on this Equipment. **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE.** ComDoc shall in no event be liable for any indirect, special or consequential damages or lost profits suffered or claimed to have been suffered by Customer as a consequence of any deficiency or insufficiency therein and/or in any services, supplies or spare parts provided to Customer by ComDoc. ComDoc's liability to Customer, if any, shall in no event exceed the total amount paid to ComDoc hereunder by Customer.
10. **Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any place We designate. You will prepay all expenses of crating and shipping and You will properly insure the shipment.
11. **Loss; Damage; Insurance:** You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have US and Our assigns named as lender's loss payable. You also agree to maintain public liability insurance covering both personal injury and property damage and You shall name US and Our assigns as additional insured. You agree to provide US certificates or evidence of insurance acceptable to Us, before this Agreement term begins. If You do not provide Us with acceptable evidence of insurance, We may, but will not be required to either 1) obtain such insurance for You and You will pay Us for the insurance premiums and related charges on which We may make a profit, or 2) We will add a monthly fee as a result of Our administrative costs and credit risk, on which We may make a profit.
12. **Indemnity:** You agree to reimburse Us for and to defend Us against any claim for losses or injuries caused by the Equipment. This indemnity obligation will continue even after the termination of this Agreement.
13. **Taxes and Fees:** You agree to pay a one-time documentation fee, all sales and use taxes, personal property taxes (including estimated final-year personal property tax) and all other taxes and charges, license and registration fees, relating to the possession or use of the Equipment as part of this Agreement or as billed by Us. You agree that if We pay any taxes or charges on Your behalf, You shall reimburse Us for all such payment. You agree that We have the right to bill applicable personal property taxes on an annual basis, with an administrative fee. You also agree to reimburse Us upon demand for any filing, releasing and associated fees incurred by Us in connection with any UCC financing statements or other filings. We may make a profit on any fees and estimated tax payments.
14. **Assignment:** You have no right to sell, transfer, or assign the Equipment or this Agreement. You agree that We may assign this Agreement without notice. If We do assign this Agreement, the new owner will have the same rights and benefits that We have now and ComDoc remains responsible for all of the obligations committed in this Agreement and the assignee is not responsible for such obligations. **You agree not to assert against the new owner, assignee or secured party any claim, defense or right of offset that You may have against Us.**
15. **Default:** This Agreement may not be prepaid and is non-cancelable. If You do not pay any payment when due or if You break any of Your promises in this Agreement or any other agreement with Us or You make or have made any false statement or misrepresentation to Us, You will be in default. We agree to provide You with written notice and a 15-day period of time to remedy the situation before exercising this clause. If You default, We can require and You will immediately pay the remaining payments under this Agreement and, at Our option, pay to Us an amount equal to Our residual interest in the Equipment as indicated by Our records or return the Equipment to Us pursuant to Section 10. It is further agreed that Your rights and remedies are governed exclusively by this Agreement. We can also use any of the remedies available to Us under the Uniform Commercial Code. If We refer this Agreement to an attorney for collection, You agree to pay Our reasonable attorney's fees and actual court costs. If We have to take possession of the Equipment, You agree to pay the cost of repossession. You agree that We will not be responsible to pay You any consequential or incidental damages for any default by Us under this Agreement.
16. **Other Rights:** You agree that any delay or failure to enforce Our rights under this Agreement does not prevent Us from enforcing any rights at a later time.
17. **Finance Lease:** You agree that this Agreement is a Finance Lease under Article 2A of the UCC. To the extent permitted by applicable law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that this Agreement constitutes a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC-1 financing statement or similar instrument in order to protect Our interest in the Equipment. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing returns associated with any taxes, so long as the filing does not interfere with Your right to use the Equipment.
18. **Legal Venue:** This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state of Ohio or the state of its assignee's principal place of business, as elected by Us or Our assignee. You consent to jurisdiction and venue of any state or federal court in Ohio or State of Our assignee's principal place of business, as elected by Us or our assignee, and waive the defense of inconvenient forum. **Both parties agree to waive their right to a jury trial.**
19. **Miscellaneous:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart that is marked "Original" and is in our possession shall constitute chattel paper under the UCC. The parties further agree that this Agreement and any related documents hereto may be authenticated by electronic means and You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature and Our original signature (whether affixed by or on behalf of Us) and held by Us will be the sole "original" chattel paper and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms. If any provision of this Agreement is deemed unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
20. **USA Patriot Act Notice: Anti-Terrorism and Anti-Corruption Compliance:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who You control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither You nor any of Your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by Us in order to assist Us in maintaining compliance with anti-money laundering laws and regulations.
21. **Service Agreement:** As part of this Agreement both parties agree to enter into a separate maintenance agreement for the Equipment identified on page 1.
22. **Supply Freight Fee:** We may charge You a monthly supply freight fee to cover Our costs of shipping supplies to You.
23. **Annual Increases:** Your minimum monthly payment and overage amount, if any, are defined on page 1 of this Agreement. We may increase Your minimum monthly payment by no more than 5 percent per year, and Your overage amount by no more than 20 percent per year, effective on each anniversary date of the Agreement.

Customer's Initials Date

Document Management Agreement

Customer Name: Big Walnut Local School District - Administration

SCHEDULE A

EQUIPMENT		
Quantity	Model and Description	Equipment Location
2	AltaLink B8155H2 with Office Finisher (OFC-81), Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT), RFID Card Reader Install Kit for C7000 w/ Reader. (Includes TWN4 reader, label) (RFID70)	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667
1	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667
3	ED95 with 2-Tray High Capacity Feeder (2TRAYHCF), D5 Booklet Maker Finisher with 2/3 Hole Punch (097S05113), RFID Card Reader Install Kit for C7000 w/ Reader. (Includes TWN4 reader, label) (91RFIDRDR)	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667
2	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT HIGH SCHOOL 713 N Miller Dr Sunbury, OH 43074-7667
2	PrimeLink C9070 with High Cap Feeder (Letter size 2,000 sheets), Business Ready (BR) Booklet Maker Finisher w/ 2/3 hole punch, 3K stack, 50 sht staple, 15 sht bkit, DMP Xerox Integrated Controller (DMPCTRL), Card Reader, Postscript for DMP Controller (PS4DMPSVR)	Big Walnut Local School District - Prairie Run Elementary 701 N Miller Dr Sunbury, OH 43074
1	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)	Big Walnut Local School District - Prairie Run Elementary 701 N Miller Dr Sunbury, OH 43074
1	AltaLink C8145H2 with Business Ready Finisher w/ 2/3 Hole Punch (BRF-81), INTEGRATED -PI RFID CARD READER KIT, C/Z Folder for Business Ready Finisher (CZFOLD81)	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT BUS GARAGE 117 N KITNER PKWY SUNBURY, OH 43074
2	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)	Big Walnut Local School District - Administration 110 Tippet Ct SUNBURY, OH 43074
1	AltaLink B8155H2 with Office Finisher (OFC-81), Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT), RFID Card Reader Install Kit for C7000 w/ Reader. (Includes TWN4 reader, label) (RFID70)	BIG WALNUT LOCAL SCHOOL DISTRICT - ROSECRANS ELEMENTARY 301 S MILLER DR SUNBURY, OH 43074
1	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)	BIG WALNUT LOCAL SCHOOL DISTRICT - ROSECRANS ELEMENTARY 301 S MILLER DR SUNBURY, OH 43074
1	AltaLink C8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)	BIG WALNUT LOCAL SCHOOL DISTRICT - ROSECRANS ELEMENTARY 301 S MILLER DR SUNBURY, OH 43074
1	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT MIDDLE SCHOOL 777 CHESHIRE RD SUNBURY, OH 43074
1	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT MIDDLE SCHOOL 777 CHESHIRE RD SUNBURY, OH 43074
1	AltaLink C8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Envelope Tray Feed Kit - Replaces Tray 1; holds up to 50 envelopes (ENVLPTR), Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT MIDDLE SCHOOL 777 CHESHIRE RD SUNBURY, OH 43074
2	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)	BIG WALNUT LOCAL SCHOOL DISTRICT - EARLY LEARNING CENTER AT HARRISON ST 70 HARRISON ST SUNBURY, OH 43074
2	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)	BIG WALNUT MIDDLE SCHOOL 555 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074
1	AltaLink C8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)	BIG WALNUT MIDDLE SCHOOL 555 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074
1	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT ELEMENTARY 940 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074

2	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)	BIG WALNUT LOCAL SCHOOL DISTRICT - BIG WALNUT ELEMENTARY 940 SOUTH OLD 3C HIGHWAY SUNBURY, OH 43074
1	EC8056H2 with Office Finisher (OFC-EC80), 2/3 Hole Punch (Only available for OFFINLX), INTEGRATED -PI RFID CARD READER KIT (497K19420)	BIG WALNUT LOCAL SCHOOL DISTRICT - HYLEN SOUDERS ELEMENTARY 4121 MILLER PAUL RD GALENA, OH 43021
1	AltaLink B8155H2 with Office Finisher (OFC-81), Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT), RFID Card Reader Install Kit for C7000 w/ Reader. (Includes TWN4 reader, label) (RFID70)	BIG WALNUT LOCAL SCHOOL DISTRICT - HYLEN SOUDERS ELEMENTARY 4121 MILLER PAUL RD GALENA, OH 43021
1	AltaLink B8170H2 with Office Finisher (OFC-81), INTEGRATED -PI RFID CARD READER KIT, Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)	BIG WALNUT LOCAL SCHOOL DISTRICT - HYLEN SOUDERS ELEMENTARY 4121 MILLER PAUL RD GALENA, OH 43021

Together with all replacements, parts, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

This Schedule “A” is hereby verified as correct by the undersigned Customer

Customer: Big Walnut Local School District - Administration	
Authorized Signature X:	Date:
Name:	Title:

Amendment to ComDoc Document Management Agreement Prepared Exclusively for Equalis Group Participants

This Addendum amends and is made a part of that certain Document Management Agreement ("**Agreement**") between ComDoc and Big Walnut Local School District effective as of _____, 2024. Capitalized terms used herein but not defined herein shall have the same meaning given to them in the Agreement.

The following terms shall be added to the Agreement:

1. This Addendum is entered into pursuant to the pricing, terms, and conditions established in the Master Agreement between ComDoc, Inc. ("**ComDoc**") and The Cooperative Council of Governments ("**CCOG**"). CCOG negotiated favorable contract terms and conditions with ComDoc for Equalis Group Members; those terms are reflected in this Addendum and are available to Equalis Group Members. In all cases where the terms in this Agreement, as amended, and the terms in the Master Agreement are in conflict, the terms in this Agreement, as amended, shall control.

2. **Page 1, Paragraph 3** of the Agreement. The third sentence in **Paragraph 3** on Page 1 is hereby struck and replaced with the following:

"You agree that after You sign, We may insert or correct any non-financial information missing on this Agreement, including Your proper legal name."

3. **Page 2, Paragraph 7** of the Agreement. **Paragraph 7** on Page 2 is hereby struck and replaced with the following:

"**7. Automatic Agreement Renewal:** You shall provide Us written notice with Your intention to exercise Your option to return all, but not less than, all of the Equipment covered under this Agreement. The written notice must be received by Us at least 30 days prior to the expiration of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with paragraph 10. If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-month periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires."

4. **Page 2, Paragraph 10** of the Agreement. **Paragraph 10** on Page 2 is hereby struck and replaced with the following:

"**10. Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any ComDoc location in Ohio We designate. You will not be responsible for all expenses associated with crating, shipping, and insuring the shipment of equipment that is returned if You enter into a new document management agreement with Us for substantially similar equipment and services upon the expiration of this Agreement. You will prepay all expenses of crating and shipping equipment that is returned and will properly insure the shipment upon expiration of this Agreement if You do not enter into a new document management agreement with Us upon the expiration of this Agreement for substantially similar equipment and services."

5. **Page 2, Paragraph 22** of the Agreement. **Paragraph 22** on Page 2 is hereby struck and replaced with the following:

"**22. Supply Freight Fee:** We will not charge You a monthly supply freight fee or a supply freight fee each time We ship You supplies."

6. **Page 2, Paragraph 23** of the Agreement. **Paragraph 23** on Page 2 is hereby struck and replaced with the following:

“23. **Annual Increases:** Your minimum monthly payment and overage amount, if any, are defined on page 1 of this Agreement. Your minimum monthly payment and Your overage amount are fixed as stated on page 1 of this Agreement and will not be increased during the term of this Agreement, as renewed or extended.”

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "redlined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the ComDoc Document Management Agreement on _____, 2024.

ComDoc, Inc.

Big Walnut Local School District

(Authorized Signature)

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Amendment to ComDoc Sales & Service Agreement Prepared Exclusively for Equalis Group Members

This amendment ("**Amendment**") amends and is made a part of that certain Sales & Service Agreement ("**Agreement**") between ComDoc and Big Walnut Local School District effective as of _____, 2024. Capitalized terms used herein but not defined herein shall have the same meaning given to them in the Agreement.

The following terms shall be added to the Agreement:

1. This Addendum is entered into pursuant to the pricing, terms, and conditions established in the Master Agreement between ComDoc, Inc. ("**ComDoc**") and The Cooperative Council of Governments ("**CCOG**"). CCOG negotiated favorable contract terms and conditions with ComDoc for Equalis Group Members; those terms are reflected in this Addendum and are available to Equalis Group Members. In all cases where the terms in this Agreement, as amended, and the terms in the Master Agreement are in conflict, the terms in this Agreement, as amended, shall control.

2. **Paragraph 4** of the Agreement. The following language in **Paragraph 4** of the Agreement relating to ComDoc billing customers for supplies is hereby struck in its entirety:

"Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products."

The following language is inserted in place of the struck language:

"Customer will not be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products."

3. **Paragraph 7** of the Agreement. The first sentence of **Paragraph 7** is hereby struck in its entirety and replaced with the following:

Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing thirty (30) days prior to its expiration, this Agreement shall automatically renew for succeeding one-month periods commencing at the expiration of the original term.

4. **Paragraph 7** of the Agreement. The following language in **Paragraph 7** relating to the definition of a Print/Copy is hereby struck in its entirety:

"A Print/Copy is defined as standard 8.5"x11" copy."

The following language is inserted in place of the struck language:

"A Print/Copy is defined as a standard copy up to 11"x17", including but not limited to envelopes, labels, 8.5"x11" letter, 8.5"x14" legal, and 11"x17" copies."

5. **Paragraph 7** of the Agreement. The following language in **Paragraph 7** relating to increasing the Base Charge and/or the Overage Rates annually is hereby struck in its entirety:

“Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%.”

The following language is inserted in place of the struck language:

“Your Base Charge and Overage Rates are fixed as stated on the Cover Page of this Agreement and will not be increased during the term of this Agreement, as renewed or extended.”

6. **Paragraph 17** of the Agreement. The following language in **Paragraph 17** relating the advance payment for future Services is hereby struck in its entirety: “including Supplies”.
7. **Paragraph 20** of the Agreement. “To the extent permitted by law,” is hereby added to the beginning of the first sentence of **Paragraph 20**.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or “redlined” additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future managed print services transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Managed Printer Services Agreement on _____, 2024.

ComDoc, Inc.

Big Walnut Local School District

(Authorized Signature)

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

AMENDMENT TO DOCUMENT MANAGEMENT AGREEMENT

This Amendment is made a part of that certain Document Management Agreement ("Agreement") by and between **ComDoc, Inc.** (as "ComDoc") and **Big Walnut Local School District - Administration** (as "Customer"), Agreement number 010-1013235-001. ComDoc and Customer may be referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, The Amendment shall be effective as of the same date as the Agreement. This Amendment is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. The provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Amendment and any provision of the Agreement, the provision of this Amendment shall control.

NOW, THEREFORE, the Parties, intending to be legally bound and for good and valuable consideration, the adequacy of which is hereby acknowledged, agree as follows:

This section is hereby replaced in its entirety to read as follows:

"12. Indemnity: Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement."

Severability. If any one or more provisions of this Amendment shall be deemed invalid, illegal, or unenforceable in any respect by a court of law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. The Parties agree to use their best efforts to achieve the purpose of the invalid provision by a new legally valid provision.

Headings. The headings contained in this Amendment are for ease of reference and shall not affect in any event the meaning or interpretation of this Amendment.

Intent of Parties. This Amendment is intended to be solely for the benefit of the Parties hereto, as existing now and as may be joined from time to time, and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the Parties hereto.

Execution of this Amendment. A faxed, e-mailed, or otherwise electronically transmitted copy of this Amendment bearing facsimiles of the Parties' signatures may be treated as an original of this Amendment for all purposes. This Amendment may be executed in two or more counterparts, each which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Amendment.

Authorization of Signor. Each Party hereto represents that the individual signing below on behalf of Customer and ComDoc respectively has the necessary authority to enter into and perform under this Amendment.

IN WITNESS HEREOF, the Parties have signed this Amendment on the date stated below but as binding as of the Effective Date of the Agreement.

ComDoc, Inc.

Big Walnut Local School District - Administration

Accepted by: _____

Authorized Signer: _____

Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

* Signer for the Agreement and this Amendment must be the same.

CONSENT TO ASSIGNMENT

May __, 2024

TO: Big Walnut Local School District
110 Tippet Ct
SUNBURY, OH 43074

In reference to a **SALES & SERVICE AGREEMENT** (the "Agreement"), dated _____, 2024, entered into by and between **ComDoc, Inc.** ("ComDoc"), having its principal place of business located at 8247 Pittsburg Ave NW, North Canton, OH 44685, and Big Walnut Local School District ("BWLS"), having its principal business address indicated above, ComDoc desires to sell, transfer, and assign its rights, title, and interests in and to Lease Payments and Equipment arising from and associated with the Agreement ("Assignment") to **Marlin Leasing Corporation, d/b/a PEAC Solutions** ("PEAC" and "Assignee"), a Delaware corporation with its principal place of business located at 300 Fellowship Road, Mount Laurel, NJ 08054.

But for the assignment of certain rights ComDoc may have under the Agreement, ComDoc shall retain any and all services obligations as existing under said Agreement or any other associated agreement. Specifically, following Assignment, (a) Assignee shall have all the rights assigned to it but none of the obligations of ComDoc; (b) BWLS shall continue to look to ComDoc for performance of all obligations; and (c) BWLS will remit payments in accordance with instructions of Assignee following Assignment.

Assuming you are in agreement, please execute below and return to the undersigned this CONSENT TO ASSIGNMENT evidencing that you grant consent to the Assignment under the terms referenced herein.

Very truly yours,

ComDoc, Inc.

Acknowledgement and Granting of Consent

As of the below date and under the terms contained herein, BWLS hereby acknowledges and consents to an Assignment of ComDoc's rights arising under the Agreement to PEAC. The undersigned represents that he/she has the necessary authority to grant consent to such Assignment and executes below evidencing the same.

[signature]

[title]

Date



4/26/24

Big Walnut Local School District
Scott Gooding
110 Tippet Ct
Sunbury, OH 43074

Dear Scott,

In connection with your recent purchase, please allow this letter to serve as confirmation that Big Walnut Local School District shall receive a rebate check from ComDoc in the amount of \$25,000.00

Sincerely,

Matt Leedy
ComDoc, Inc.

Acknowledged and Agreed

Customer representative - Name, Title

Date

SECTION 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Treasurer of the Big Walnut Local School District (the "Lessee") hereby certifies in connection with the Lease Agreement dated as of May _____, 2024, between the Lessee and ComDoc, Inc., that:

The amount required to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand May _____, 2024.

Big Walnut Local School District

By: _____

Title: Treasurer