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MAINTENANCE AGREEMENT

Customer's Desired Effective Date: July 1, 2021
(Note: if blank, the effective date shall be the date of the Customer's Authorized Signature below)

Installation Address	
Name:	Cedar Falls Community School District
Address:	1002 W 1st St
City:	Cedar Falls
State:	IA Zip: 50613
Phone:	(319) 553-2643

Bill to Address	
Name:	Same
Address:	
City:	
State:	Zip:
Phone:	

Equipment and Payment Terms

Type, Make, Model Number and Serial Number	Beginning Meter Reading		Quarterly Image Allowance Per Machine (If not consolidated)		Excess Per Image Charge (Plus tax)	
	B&W	Color	B&W	Color	B&W	Color
See attached Equipment Schedule			276,525	32,000	\$0.0089	\$0.0730
HP LaserJet M404 (tag#42611) & HP LaserJet M428fdn (tag#42612)			5,475	N/A	\$0.0440	N/A

Base Billing Cycle:	Quarterly
Overage Billing Cycle:	Annual

Quarterly Maintenance Charge:	\$5,037.97
Charge does not include applicable sales tax	

Additional Service Options: By initialing where indicated below, you elect to include the indicated service option(s) for the additional monthly fee of \$5.00 per device per service option.

Secure Data Protection Customer's Initials to Elect: _____

If you do not initial to elect this service, you acknowledge you assume full responsibility for performing all end of lease device data disposal procedures to remove confidential information. Data disposal procedures may be required for your compliance with applicable industry standards and state and federal laws and regulations.

Connectivity Assurance Customer's Initials to Elect: _____

Includes remote connectivity assistance to allow for networked device functionality. If you do not initial to elect this service, you acknowledge that any connectivity work we provide will be billable at our hourly rate.

Comments:

The term of this agreement will be for 12 months beginning July 1, 2021. If customer is satisfied with the service received, the customer will extend this contract for an additional 24 months (total of 36 months beginning July 1, 2021). The service rates above shall remain locked for the entire length of the contract (maximum of 36 months). Connectivity Assurance included in this agreement at no additional charge. Any unused black & white or color pages will be credited to the customer on an annual basis. Thank you!

Customer's Authorized Signature

This Agreement is non-cancelable and irrevocable. It cannot be terminated. Please read carefully before signing. By signing this page, you represent to us that you have received and read the additional terms and conditions appearing on the second page of this two-page agreement. This Agreement is binding upon our acceptance hereof.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

Access Systems, Inc.'s Authorized Signature ("Owner", "Access", "Us", "Our")

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

MAINTENANCE AGREEMENT TERMS AND CONDITIONS (v11.19)

1. AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We offer you the ability to make payment in a variety of methods, including check, ACH, or wire payment. We generally do not allow you to pay via credit card or purchasing card, however, if we do accept a credit card or purchasing card payment, you agree to pay our then current surcharge. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. The base payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and/or (3) to comply with the tax laws of the state in which the Equipment is located. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You agree that if we replace any item of Equipment due to repair or maintenance issues, that each such substitute item of equipment shall thereby become subject to this Agreement, and be an item of Equipment hereunder, without the need for the parties to sign an amendment hereto.

2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

3. IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Maintenance Charge Amount. You agree, upon commencement of this Agreement, to install our electronic meter collection agent ("MCA") on your network to remotely monitor the status and usage of Equipment to allow us to most cost effectively perform the services under this Agreement. If you don't install and maintain the MCA on your network, we may require you to pay us a fee of up to \$10 per month per imaging device connected to that network. For all non-networked devices (and for networked devices if the MCA is not installed), you agree to provide us with the actual meter readings for the device as and when requested by us. We may estimate the number of images made on a device if such meter readings are not received within five days after our request and we may require you to pay, in addition to the above \$10 fee (if applicable), a usage estimation fee of \$5 per device for each such occurrence. You also agree to make the usage payments called for hereunder based on our image estimate, subject to those amounts being adjusted or credited on the next invoice after we receive an actual meter reading (and subject to the Baseline Usage calculation that follows). You agree that our pricing, as reflected in this Agreement, for the services, supplies and maintenance we provide you, is premised on your continued and relatively consistent use of the Equipment under the terms of this Agreement for the full minimum term of the Agreement. The average actual monthly number of images (black and white and, separately, color) that you make using the Equipment during the first twelve months of the term of this Agreement shall be your "Baseline Usage Levels" hereunder. If the actual images you make using the Equipment in any month following the first twelve months of the term of this Agreement are less than fifty percent (50%) of your applicable Baseline Usage Level(s), then we may charge you for each such month, after the first twelve months of the term of this Agreement, as though your actual image usage levels for each such month was ninety percent (90%) of your Baseline Usage Level(s). You agree that the Maintenance Charge Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Maintenance Charge Amount and the Excess Per Image Charges (and, at our election, the Maintenance Charge Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge.

4. EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

5. SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. MICR supplies are not included and will be billed separately. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. You may request excess supplies beyond what we determine as necessary under this Agreement and we may provide you such an additional charge. If your use of supplies exceeds the manufacturer's published yield by more than 10%, we may notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, we may charge you for such excess usage. We may charge you a monthly fee per device not to exceed \$5.00 per device, to cover our costs of standard shipping and handling supplies. Standard shipping typically allows for delivery in no more than three business days. Expedited shipping options are available at an additional cost to you. In addition, if you elect, we may charge you a monthly fee per device ("Connectivity Assurance") for providing remote connectivity troubleshooting throughout the term of the Agreement. The services will be limited to remote technical assistance only and shall not include any related necessary hardware or software costs. If we identify the connectivity problem relates to an IT issue that is outside of our control such as a network setting or IT hardware issue, we will work with your IT department to communicate the necessary information. As an alternative to your IT department, our IT technicians may be able to assist you if provided the necessary access rights but any such work will be billable at our hourly rates. Service calls will be performed during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m. except holidays. A separate written agreement must be executed if you may require service calls outside of normal business hours. In the absence of a written agreement and in the instance we are able to perform service calls outside of normal business hours, you agree to pay additional charges at our overtime rates.

6. SERVICE REQUEST SCHEDULE. Requests for service under this Agreement will be performed during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m. except holidays. This Agreement's charges do not cover travel and labor time for service calls outside of normal business hours. In the instance any such work is required, the Customer and Access shall execute in advance of such work a written agreement detailing these service terms. In the absence of any such written agreement and in the instance work is performed outside of normal business hours, the Customer shall agree to pay the overtime rates in effect at the time the service call is made. Customer agrees to promptly notify Access Systems of any requests for service by contacting the Access Systems Service Department. During the performance of Access Systems' maintenance services, Customer agrees that Access Systems shall have the right to generate all copies necessary to properly perform its services without being required to credit Customer's account. This Agreement does not include mileage on service calls for Customers outside of Access Systems' normal service area.

7. SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software, license renewal fees, or the obligations of you or the licensor under any license agreement. Any software that is included in the equipment purchased shall be subject to and Customer agrees to abide by the terms of the software license issued in connection with the use of such software. Any annual software license renewals and associated labor for renewals or upgrades or labor for troubleshooting software are not included and will be billed separately unless otherwise stated. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason; provided, however, you may elect to pay a monthly fee per device to have us provide you this service ("Secure Data Protection").

8. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

9. JURISDICTION. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE.

10. ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

11. LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

12. TAXES. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request. You hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. We will not pay any personal property taxes due on the Equipment and thus any such taxes are your responsibility.

13. TERM AND END OF TERM. This Agreement's term is for a period of 60 months. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to cancel this Agreement. You cannot pay off this Agreement prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

14. DEFAULT AND REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term. We may also use all other legal remedies available to us, including repossessing unused supplies and if you haven't paid the Total Sales Price in full, we may disable or repossess the Equipment and require you to immediately stop using any financed software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

15. RETURN POLICY. Upon your request, we may provide you supplies which may be an additional charge to you pertaining to the equipment under this Agreement. No equipment or related billable supplies sold may be returned without Access Systems' approval or written consent. On returns authorized by us, we will provide you an account credit that must be used within ninety (90) days equal to the purchase price less a twenty-five percent (25%) restocking fee and any shipping costs we incurred. Any return merchandise that is in a non-saleable condition as solely determined by us shall be further deducted from any credit. Returns of merchandise which have not been authorized shall not be accepted and any merchandise so returned shall be the sole responsibility of the Customer.

16. NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given on the date when delivered personally, the next business day after delivery to a nationally recognized overnight delivery service for next business day delivery or one day after mailing if mailed by first class mail, registered or certified, postage prepaid and properly addressed to the parties at the addresses reflected in this Agreement or as either party may designate in writing by notice to the other party in accordance with the provisions of this Agreement.

17. MISCELLANEOUS. We shall not be liable for delays in performance hereunder due to causes beyond our control including, but not limited to, acts of God, fires, strikes, delinquencies of manufacturers or suppliers or acts of war. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supercedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your proper legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if we filled in any blanks above, we did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.