

TONER INCLUSIVE Maintenance Agreement

P.O. N	lumber:	
Effecti	ve Date:	
Term:	36 Months	

Custo	omer ("You" or Cu	stomer")									
	Cedar Falls (Full Legal Nam		Schools	Lori Wiley Contact Name	9				☐ Proprietorsh ☐ Municipality		ion ☐ Partnership tion ☐ LLC
	1002 W 1st S	St		Cedar Falls					IA	5	50613
	Address			City					State	_	Zip
(319) 553-3000 Phone				denelle.gonnerman@cfschools.org					Federal ID # 42-0862684		
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ID# Model#		Serial #	Locat	ion	(0)	Ţ	Monthly Base	Dinel	Image Charges Black and White Color		
					Supply	Flat Rate	Charge	Images	Overages		Color
					`₹	ate	Per Unit	Included	charge/image	Images Included	Overages charge/image
			See attached Excel	Spreadsheet			\$0.00	0	\$0.01610	0	\$0.06650
					+	-					
			a review and option to b		-	mark.					
Auton	nated Meter Reading:	☑ Yes ☐ No	Та	x Exempt:	s 🗆 No	(If	yes, please	attach your tax	exemption certific	ate)	
IT Contact Name: Shane Paige Pt							ane.paige@cfschools.org				
							ane.paige@cfschools.org				
AP Co	ontact: Lori Wiley							Email: lori,v	i.wiley@cfschools.org		

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

- 1. Agreement. By signing this Gordon Flesch Company, Inc. Maintenance Agreement, you agree to the terms herein plus any addendums and schedules hereto. The terms "Agreement", "hereof", "herein", and "hereunder", mean this Agreement together with each addendum and schedule attached hereto.
- 2. <u>Term.</u> The term of this Agreement is stated above. You must provide GFC written notice that you do not want to extend, at least one calendar month before the end of the scheduled Term. Payments for any extended term will be due as invoiced by GFC.
- 3. Payments, You will make the first payment on or before the due date of the first invoice issued by GFC pursuant to this Agreement. Subsequent payments will be due and payable in advance, on the same day of each month thereafter, unless otherwise provided herein or as invoiced by GFC, until the total number of payments under this Agreement have been made, including any and all charges per image, at the applicable fee per image for each black and white or color image. You also agree to pay prorated amounts for any partial monthly billing period, such as the number of days from the Effective Date to the first payment due date. Alterations, attachments or specification changes to the Equipment may result in an increase in fees.
- 4. Maintenance. GFC will provide maintenance, service, and repairs ("Maintenance") for the equipment specifically identified in an addendum or schedule which references this agreement or is attached hereto (the "Equipment") located within a GFC service area, and covered by this Agreement, as reasonably necessary, in GFC's sole discretion, to keep the Equipment in good working condition during the Term of this Agreement. GFC will not be responsible for damage that occurs or Maintenance required due to your failure to provide a clean and proper operating environment, including temperature and humidity, failure to operate the Equipment in accordance with manufacturer's recommendations, or neglect, abuse, misuse, intentional acts or negligence by you or anyone other than GFC with respect to the Equipment. Except as otherwise provided herein, all regular Maintenance will be performed during GFC's normal business hours.
- 5. Maintenance Exclusions. Maintenance provided pursuant to this Agreement does not cover Maintenance or parts required by causes other than normal use of the Equipment, including but not limited to, acts of God, acts of civil or military authority, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, installation or malfunction of unauthorized software, parts, attachments or devices, service performed by someone other than GFC, or failure of electrical power or air conditioning. GFC will not be responsible for failure to render Maintenance due to acts of God, acts of civil or military authority, embargoes, epidemics, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, strikes or other labor disputes, or unavailability of materials and/or components and other causes beyond GFC's control. If you are in default pursuant to this Agreement, GFC may refuse to provide Maintenance for the Equipment.
- 6. Maintenance Limitations. If the Equipment is not made available for Maintenance at the location indicated herein at the time GFC's representative calls to perform Maintenance, thereafter, the Maintenance will be performed only upon your request. There will be no refund if in any such case you fail to request Maintenance. Parts to be furnished will be on an exchange basis and will be new parts or parts warranted to perform as new when installed in the Equipment. Maintenance will not include electrical work external to the Equipment or any third party software or programming unless specifically provided herein. Any obligation of GFC to provide replacement parts is conditioned upon the availability of the parts from the original equipment manufacturer. In the unlikely event replacement parts are no longer readily available from the original manufacturer for a particular piece of Equipment, GFC will be released from its obligation for Maintenance for said Equipment.
- 7. Consumable Supply Variances. If this Agreement includes toner, standards for your toner usage will be based on published vendor yields. If your use of toner exceeds the published yields for a particular piece of Equipment by more than ten percent (10%), you agree to pay when invoiced, additional charges at GFC's then current rates for such excess usage. Toner and supply prices are subject to change. Supplies such as staples, fax cartridges, paper, print heads for Canon wide format printers and Zebra and Intermec thermal printers, cutter heads, punch dies, and Exchange Roller kits for DR Scanners are excluded unless expressly stated in this Agreement. Any toner cartridges provided by GFC for the Equipment may be new, remanufactured or reprocessed. You will provide to GFC an inventory of supplies in your possession upon GFC's request. If you fail to return to GFC any unused supplies upon expiration or termination of this Agreement, GFC reserves the right to invoice you and you will pay GFC for such unused supplies at GFC's then current rates
- 8. Meter Readings. At GFC's option, you will provide actual meter readings upon GFC's request, by; (a) automated meter reading, or (b) any other method which GFC requests. GFC may estimate the number of images produced by you in any particular billing period if you do not provide GFC with meter readings within seven (7) days of GFC's request. GFC may audit any automatic meter reading device from time to time.
- 9. Your Data. You acknowledge and agree that the responsibility of acquiring and implementing tools for managing, storing, backing up, and securing data is with the owner of such data. Furthermore, you acknowledge and agree that despite every effort by you and GFC to minimize risk, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised

by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that GFC will have no liability to you related to any such Data Breach, but will endeavor to assist you in the recovery and restoration of such data at your sole cost. Further, if you wish to have GFC store your Customer login credentials or similar confidential information, you acknowledge and agree that GFC's agreement to store your login credentials is subject to the limitation of liability terms contained in this Agreement.

- 10. <u>Data Back Up.</u> You acknowledge and agree that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to GFC providing Maintenance, and on a regular basis thereafter. You acknowledge that such back up procedures should be performed on at least a daily basis.
- 11. Fees. You agree to pay when due, all applicable fees, imposed in connection with this Agreement and the Maintenance provided to you. To the extent any State or other governmental entity, assesses or otherwise imposes fees arising from this Agreement, you will reimburse GFC for such sums upon demand. Any duplication of such fee by GFC and you are your responsibility. Noted that customer is tax exempt and no taxes will be charged by GFC.
- 12. Default and Cross Default. If you fail to pay any amount herein when it is due, or fail to timely perform any other obligation as required herein, or if you suspend business, become insolvent, enter into or petition for a creditors' arrangement, or if a receiver is appointed for any of your property, or if you are in default under any other agreement with GFC, you will then be in default pursuant to this Agreement and any other agreements with GFC. Upon default, GFC shall have the right to exercise any one or more of the following remedies: (a) refuse to continue to provide Maintenance and toner for the Equipment, or (b) furnish Maintenance and toner only after being paid in advance for such Maintenance and toner, at the price and rate then regularly charged by GFC for such Maintenance and toner. GFC shall have the right, but not the obligation, to elect that the entire balance of the fees and charges called for under this Agreement be accelerated and immediately due and payable ("Accelerated Payment"). All rights and remedies of GFC are currulative and in addition to every other right and remedy available to GFC. In addition to the Accelerated Payment and all other amounts, you agree to pay all reasonable attorneys' fees, costs and expenses incurred by GFC arising from your default.
- 13. No Offsets and Non-Waiver. You hereby agree not to exercise all existing and future claims and offsets against any Payments due hereunder, and agree to pay all amounts due hereunder regardless of any such claims or offsets. No covenant or condition of this Agreement can be waived without GFC's written consent. Forbearance or indulgence by GFC does not constitute a waiver of your obligation to perform pursuant to this Agreement.
- 14. <u>Assignment and Modification.</u> You will not assign this Agreement without GFC's prior written consent. GFC may assign this Agreement or a portion thereof, and the assignee will be entitled to all of the benefits of this Agreement. This Agreement may not be modified or amended except by written agreement signed and currently dated by you and GFC.
- 15. Privacy. Your privacy is important to GFC. The Gordon Flesch Company, Inc. Privacy Policy, located at www.gflesch.com/terms-and-conditions, governs the manner in which GFC handles the information you provide to GFC.
- 16. <u>Notices.</u> Service of all notices under this Agreement will be sufficient if given personally, sent by first class mail, to the party involved at its respective address as stated herein, or at such address as such party may provide in writing from time to time. Notice will be deemed delivered and effective: (a) on the date when personally delivered; or (b) on the date when deposited in the United States mail, duly addressed with first class postage to affect such delivery. GFC may also elect to provide you with notice via email, which shall be effective on the date sent by GFC.
- 17. WARRANTIES AND DISCLAIMERS. GFC WARRANTS ONLY THAT; (1) IT WILL MAKE MAINTENANCE AVAILABLE FOR EACH UNIT OF EQUIPMENT COVERED BY THIS AGREEMENT PURSUANT TO THE TERMS HERREOF, PROVIDED THAT THE EQUIPMENT IS LOCATED IN A GFC SERVICING AREA, AND (2) ALL PARTS FURNISHED HEREUNDER WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AT THE TIME OF INSTALLATION. GFC MAKES NO OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION, QUALITY, CAPACITY, FUNCTIONALITY, WORKMANSHIP, MERCHANTABILITY, DESIGN, SECURITY, OR OPERATION OF THE EQUIPMENT, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY YOU.
- 18. LIMITATION OF LIABILITY. YOUR PAYMENT AMOUNTS TO GFC HEREUNDER REFLECT THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IN NO EVENT WILL GFC, ITS EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, EVEN IF ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. NOR WILL GFC, ITS EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES, LIABILITY, CLAIM, LOSS, OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, SOFTWARE, SUPPORT, MAINTENANCE, DATA BREACH OR DATA RETRIEVAL, BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT WILL GFC'S AGGREGATE LIABILITY TO YOU, PURSUANT TO OR ARISING FROM THIS AGREEMENT, WHETHER THE CLAIM(S) IS/ARE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR PURSUANT TO ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PAYMENTS MADE BY YOU TO GFC PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO GFC'S RECEIPT OF YOUR CLAIM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
- 19. Indemnification. You assume all risks and liability for the Equipment, and the use, relocation, possession, operation, storage and condition thereof, and for injuries or death resulting to any persons and damage to any property or loss or corruption of data arising therefrom. You further agree to assume liability for, and to indemnify, defend and hold GFC hamiless from and against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to the possession, use, relocation, storage, operation, condition, your service or repair of Equipment, and data loss or corruption, including costs of retrieval and attempted retrieval, together with all legal fees and expenses incurred by GFC in connection with any liability asserted against it. The agreements and indemnities in this section will survive the expiration or termination of this Agreement.
- 20. <u>Assurances.</u> You will, at your expense, promptly execute and deliver to GFC such further documents and take such action as requested by GFC to carry out the intent and purpose of this Agreement. Your full legal name, address, state of organization and state-assigned organizational number, if any, are provided herein.
- 21. Successors and Severability. This Agreement is binding upon and inures to the benefit of the heirs, administrators, successors and assigns of the parties hereto. If any portion of this Agreement is deemed invalid, it does not affect the balance of the Agreement.
- 22. Applicable Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin. You agree that notwithstanding where you or the Equipment are located, jurisdiction for any dispute between the parties will be in Wisconsin and will be venued in Dane County, Wisconsin. You expressly agree to submit to personal jurisdiction in Dane County, Wisconsin and waive any right to a jury trial regarding any dispute arising from this Agreement.
- 23. Entire Agreement. This Agreement and the Supplements, addendums, schedules and any other attachments which refer to or may be attached hereto, which you acknowledge you have read, constitute the entire agreement between the parties regarding the subject matter hereof, and all other agreements, representations, promises, inducements, statements and understandings, prior to and contemporaneous with this Agreement, written or oral, are superseded by this Agreement. A facsimile, scanned/e-mailed or otherwise reproduced signature on this Agreement, or an execution of this Agreement using an electronic mark or other e-signature technology or service, is a legally binding signature. This Agreement may be executed in counterparts, which collectively is deemed one Agreement. Time is of the essence regarding this Agreement and its provisions.

AGREED to by the parties a GORDON FLESCH COMPA	as of the date executed by GFC. ANY, INC.	CUSTOMER:	Cedar Falls Community Schools
			at he/she is duly authorized to execute and deliver this Agreement on behalf of Customer.
By:		Ву:	
	Authorized Signature		Signature
18	Print Name		Print Name
Title:	Date:	Title:	Date:
		Witne	ess:

Location	Printer Model	Notes
CFHS	HP Color Laserjet 551DN	Full Service/Supply
CFHS	HP Color Laserjet 551DN	Full Service/Supply
CFHS	HP Color Laserjet 555DN	Full Service/Supply
Holmes JR High	HP Laserjet 2035N	Full Service/Supply
Holmes JR High	HP Laserjet 2035N	Full Service/Supply
Peet JR High	HP Laserjet 3015	Full Service/Supply
Peet JR High	HP Color Laserjet 3525	Full Service/Supply
Central Services	HP CLJ4600 Color Laser	Full Service/Supply
Peet JR High	HP Color Laserjet 4650DN	Full Service/Supply
Holmes JR High	HP Color Laserjet 4650DN	Full Service/Supply
Peet JR High	HP Color Laserjet 4700	Full Service/Supply
ITS	HP Color Laserjet CM2320	Full Service/Supply
Peet JR High	HP Laserjet M401DW	Full Service/Supply
Peet JR High	HP Laserjet M401DW	Full Service/Supply
Peet JR High	HP Laserjet 401DNE	Full Service/Supply
Holmes JR High	HP Laserjet 401DNE	Full Service/Supply
Holmes JR High	HP Laserjet 401DNE	Full Service/Supply
Holmes JR High	HP Laseriet 401DNE	Full Service/Supply
Holmes JR High	HP Laserjet 401DNE	Full Service/Supply
Administration	HP LaserJet Pro 400 M401dn	Full Service/Supply
Administration	HP LaserJet Pro 400 M401dn	Full Service/Supply
Administration	HP LaserJet Pro 400 M401dn	Full Service/Supply
Administration	HP LaserJet Pro 400 M401dn	Full Service/Supply
ESC	HP LaserJet Pro 400 M401dn	Full Service/Supply
CFHS (CAPS)	HP Laserject M402DW	Full Service/Supply
Peet JR High	HP Laserjet 402DW	Full Service/Supply
Aldrich Elementary	Laserjet M402DNE	Full Service/Supply
Aldrich Elementary	Laserjet M402DNE	Full Service/Supply
Aldrich Elementary	Laserjet M402DNE	Full Service/Supply
Aldrich Elementary	Laserjet M402DNE	Full Service/Supply
Aldrich Elementary	Laserjet M402DNE	Full Service/Supply
Aldrich Elementary	Laserjet M402DNE	Full Service/Supply
Peet JR High	HP Laserjet M404DN	Full Service/Supply
Peet JR High	HP Laserjet M404DN	Full Service/Supply
Peet JR High	HP Laserjet M404DN	Full Service/Supply
CFHS (CAPS)	HP Color Laserjet M425DN	Full Service/Supply
Seldom Used	HP Laserjet M425DN	Full Service/Supply
Seldom Used	HP Laserjet M425DN	Full Service/Supply
Seldom Used	HP Laserjet M425DN	Full Service/Supply
Aldrich Elementary	HP Laserjet M426FDN	Full Service/Supply
Aldrich Elementary	HP Laserjet M426FDN	Full Service/Supply
ESC	HP Pro MFP M426FDN	Full Service/Supply
Seldom Used	HP Laserjet M426DFW	Full Service/Supply
Seldom Used	HP Laserjet M426DFW	Full Service/Supply
ESC	HP LASERJET PRO MFP M428FDN	Full Service/Supply
Central Services	HP LASERJET PRO MFP M428FDN	Full Service/Supply

CFHS	lus a	
	HP Color Laserjet M451NW	Full Service/Supply
North Cedar Elementary	HP Color Laserjet M451NW	Full Service/Supply
Cedar Heights Elementary	HP Color Laserjet M451NW	Full Service/Supply
Orchard Hill Elementary	HP Color Laserjet M451DN	Full Service/Supply
Lincoln Elementary	HP Color Laserjet M452DN	Full Service/Supply
Aldrich Elementary	HP Color Laserjet M452DN	Full Service/Supply
Peet JR High	HP Color Laserjet M475DN	Full Service/Supply
Hansen Elementary	HP Color Laserjet M554	Full Service/Supply
Holmes JR High	HP Laserjet 601N	Full Service/Supply
Holmes JR High	HP Laserjet 601N	Full Service/Supply
Holmes JR High	HP Laserjet 601N	Full Service/Supply
Holmes JR High	HP Laserjet 601N	Full Service/Supply
Holmes JR High	HP Laserjet 601N	Full Service/Supply
Holmes JR High	HP Laserjet 601N	Full Service/Supply
Peet JR High	HP Laserjet M604N	Full Service/Supply
Southdale Elementary	Richo C252sf Color Laserjet	No Service/Supplies
CFHS	HP Laserjet 4001DN	Supplies Only/No service
CFHS	HP Laserjet 4001DN	Supplies Only/No service
CFHS	HP Laserjet 4001DN	
CFHS	HP Laserjet 4001DN	Supplies Only/No service
CFHS	HP Laserjet 4001DN	Supplies Only/No service
CFHS	HP Laserjet 4001DN	Supplies Only/No service
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CFHS		Supplies Only/No service
CFHS	HP Laserjet 4001DN	Supplies Only/No service
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CFHS	HP Laserjet 4001DN	Supplies Only/No service
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CFHS	HP Laserjet 4001DN	Supplies Only/No service
CFHS	HP Laserjet 4001DN	Supplies Only/No service
CFHS	HP Laserjet 4001DN	Supplies Only/No service
North Cedar Elementary	HP Laserjet 4001DN	Supplies Only/No service
North Cedar Elementary	HP Laserjet 4001DN	Supplies Only/No service
North Cedar Elementary	HP Laserjet 4001DN	Supplies Only/No service
Hansen Elementary	HP Laserjet 4001DN	Supplies Only/No service
Hansen Elementary	HP Laserjet 4001DN	Supplies Only/No service
Hansen Elementary	HP Laserjet 4001DN	Supplies Only/No service
Cedar Heights Elementary	HP Laserjet 4001DN	Supplies Only/No service
Cedar Heights Elementary	HP Laserjet 4001DN	Supplies Only/No service
Cedar Heights Elementary	HP Laserjet 4001DN	Supplies Only/No service
Cedar Heights Elementary	HP Laserjet 4001DN	Supplies Only/No service
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Lincoln Elementary	HP Laserjet 4001DN	Supplies Only/No service
Lincoln Elementary	HP Laserjet 4001DN	Supplies Only/No service
Lincoln Elementary	HP Laserjet 4001DN	Supplies Only/No service
Lincoln Elementary	HP Laserjet 4001DN	Supplies Only/No service
Orchard Hill Elementary	HP Laserjet 4001DN	Supplies Only/No service
Orchard Hill Elementary	HP Laserjet 4001DN	Supplies Only/No service
Orchard Hill Elementary	HP Laserjet 4001DN	Supplies Only/No service
Southdale Elementary	HP Laserjet 4001DN	Supplies Only/No service
Southdale Elementary	HP Laserjet 4001DN	Supplies Only/No service
Southdale Elementary	HP Laserjet 4001DN	Supplies Only/No service
Southdale Elementary	HP Laserjet 4001DN	Supplies Only/No service
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Southdale Elementary	HP Laserjet 4001DN	Supplies Only/No service
Southdale Elementary	HP Laserjet 4001DN	Supplies Only/No service
Southdale Elementary	HP Laserjet 4001DN	Supplies Only/No service
Administration	HP Laserjet 4001DN	Supplies Only/No service
Administration	HP Laserjet 4001DN	Supplies Only/No service
Administration	HP Laserjet 4001DN	Supplies Only/No service
Administration	HP Laserjet 4001DN	Supplies Only/No service
Peet JR High	HP Laserjet M203DW	Supplies Only/No service
Peet JR High	HP Laserjet M203DW	Supplies Only/No service
Peet JR High	HP Laserjet M203DW	Supplies Only/No service
Peet JR High	HP Laserjet M203DW	Supplies Only/No service
Peet JR High	HP Laserjet M203DW	Supplies Only/No service
ESC	HP LASERJET PRO M203DW	Supplies Only/No service
Administration	HP Laserjet M225DW	Supplies Only/No service
Peet Jr High	HP Color Laserjet M283FDW	Supplies Only/No service
Holmes Jr High	HP Color Laserjet M283FDW	Supplies Only/No service
Central Services	HP M283 Color LaserJet	Supplies Only/No service
	Totals	