



SALES REP Brad Honsberger

P.O. NUMBER

Contract

BEGIN DATE

RENEWAL DATE

CUSTOMER INFORMATION

Please check contract type: Silver Gold Platinum

SHIP TO:		BILL TO:	
COMPANY NAME SAME		COMPANY NAME San Rafael City Schools / Maintenance Dept	
ADDRESS 38 Union St.		ADDRESS 310 Nova Albion Way	
CITY, STATE, ZIP San Rafael, CA 94901		CITY, STATE, ZIP San Rafael, CA 94903	
CONTACT NAME Chris Warfield	PHONE (415) 485-2445	CONTACT NAME Business Services	PHONE (415) 492-3205
EMAIL ADDRESS cwarfield@srcs.org	FAX	EMAIL ADDRESS 0	FAX
PRODUCT MAINTENANCE & SUPPLIES AGREEMENT (GOLD)		FAX / PRINTER SERVICES AGREEMENT (SILVER)	MANAGED PRINT SERVICES AGREEMENT (PLATINUM)
INCLUDES - TONER, DEVELOPER, DRUMS OR PHOTOCODUCTORS, FILTERS, PARTS, PREVENTATIVE MAINTENANCE & LABOR		INCLUDES - PARTS & LABOR, ONLY	INCLUDES - TONER, PARTS, MAINTENANCE KITS, ACCOUNT REVIEW
EXCLUDES - PAPER, STAPLES, LABELS OR TRANSPARENCIES		EXCLUDES - SUPPLY UNITS, PAPER, STAPLES, LABELS OR TRANSPARENCIES, FUSER, MAINTENANCE KITS	EXCLUDES - PAPER, STAPLES, LABELS, OR TRANSPARENCIES
		<i>*NETWORK FEES ARE NOT INCLUDED</i>	<i>*NETWORK FEES ARE NOT INCLUDED</i>

EQUIPMENT COVERED UNDER AGREEMENT

Model	Serial Number	Equipment ID#	Begin Meter
TASKalfa 3252ci			

CONTRACT PRICING

Base Billing Cycle is Quarter base of \$268.80 for 9,000 black & white images
for 3,000 color images

Overage Billing Cycle is Quarterly Rate on Kyocera devices 0.0131 black & white images
0.0512 Color Level 1 images

NOTES ON SPECIAL TERMS:

CUSTOMER ACCEPTANCE

This agreement consisting of the terms & conditions appearing on the reverse is hereby approved, accepted & executed by the respective parties, hereto on the dates set forth adjacent to their signatures. See reverse for additional terms.

X _____ customer signature _____ print name and title _____ date

X Brad Honsberger Discovery signature BRAD HONSBERGER - Sr. Accr. Mgr. print name and title 9/22/16 date

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This agreement covers both the labor and the material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. Gold and Platinum agreements include drums, developer, PM kits and toner in the amount consistent with manufactures published yields and servicing intervals. Freight charges may be applied and additional supplies will be billed at the prevailing rate. Silver, Fax/Printer agreements include labor and non-consumable parts only; No toner, developer, IU, Drums or PM kits are included. UPS/Fuel Surcharges may be applied as deemed necessary due to increased costs.

2. SERVICE CALLS

Service calls covered under this agreement will be made during normal business hours (8:00a.m. - 5:00p.m.) at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

3. LIMITATIONS AND EXCLUSIONS

- A. It is understood that the obligation of Discovery Office Systems hereinafter referred to as DOS for service and maintenance under this Agreement shall be limited to only the equipment specified within this contract.
- B. Service calls resulting from a malfunction of or damage caused by associated peripheral equipment not listed in the Agreement, or (b) use of paper and toner or other supplies not meeting OEM's specifications, or (c) operator or user error, (d) failure to perform operator maintenance as defined in the operator manuals, extreme environmental conditions, (temperature, dirt, high dust airborne contaminants, humidity) will be invoiced to the Customer at DOS's current Standard Service Rates.
- C. Maintenance service does not include performing service connected with the relocation of the equipment. All services rendered in connection with equipment relocations will be invoiced to the Customer at DOS's current Standard Service Rates. All freight charges incurred in the relocation are the liability of the Customer.
- D. Customer agrees to notify DOS of any Customer performed relocations. Failure to do so may cause delays in response time when a service call is received for said equipment.
- E. No other agreements, representations or understanding, expressed or implied, not specified herein, apply to the Agreement or services furnished hereunder.
- F. When in its sole discretion DOS determines a shop reconditioning is necessary to keep the equipment in working condition, DOS will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under the Maintenance Agreement. If the Customer does not authorize such reconditioning, DOS may terminate service of the equipment under this agreement, or may refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at the current published labor rates plus any parts or supplies required during the service call.
- G. Service required as a result of misuse, neglect, abuse, or operator error (e.g., Toner spill, internal damage caused by foreign objects such as paper clips or staples) is not included as a standard service and will be charged to the Customer at DOS's current Standard Service Rates.
- H. Electrical or mechanical work external to the equipment and/or system is not covered under this agreement.
- I. Repair and/or maintenance required to fix damages, malfunctions or service failures caused by (a) Customer's repair, modifications or movement of the equipment and (b) abuse, misuse or negligence, acts of God or natural disasters are not covered under this agreement.
- J. When DOS deems necessary, loaner equipment will be provided until the contracted equipment is repaired and deemed serviceable. Service loaners remain the property of DOS.
- K. Equipment deemed by DOS as unserviceable and beyond economical feasible repair, due to excessive age or usage, may be discontinued from contractual coverage.
- L. In cases where items necessary for repair have been discontinued from the manufacturer DOS shall have the option to either (a) provide a loaner for no more than 60 days, or (b) terminate the agreement and provide a credit to the Customer of any remaining value.
- M. In no event shall DOS be liable to customer or any other party for any lost profits or special, incidental or consequential damages (However arising, including negligence) arising out of or in connection with this agreement.
- N. Excludes repair and/or replacement of all network printing, scanning, faxing functions affected by updates, changes and/or modifications of the customer network whether by the customer, customers operating system of contractor thereof, or external network accessories, or systems not part of the MFP/Printer covered by this contract.
- O. Excludes repair and/or replacement of peripheral equipment (e.g., Firey Control Systems, Coin Vend Systems, etc.) unless added and charged as a separate line item.

4. TERM

This annual agreement shall become effective upon DOS's receipt of signed agreement and/or payment of the initial maintenance charge provided in this Agreement hereof and shall continue for twelve months after effective date. This Agreement is non-refundable, non-transferable and subject to an increase not to exceed 15% annually. This Annual Agreement will automatically renew on contract anniversary date, unless DOS receives a written cancellation thirty days prior to anniversary date.

5. CHARGES

The initial annual charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance, service, and repair during the initial term and any renewal term within 30 days of the date of DOS' invoice for such charges. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. Repair and/or maintenance of said equipment not covered by this Agreement will be separately charged at DOS' current Standard Service Rates.

6. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: 1) DOS may (a) refuse to service the equipment (b) furnish service on a C.O.D. "Per Call" basis at DOS' current Standard Service Rates and 2) the Customer agrees to pay DOS costs and expense of collection including all attorney's fee incurred in collection. If equipment is moved outside of DOS's servicing area, DOS shall have the option to charge, and the Customer agrees to pay the difference in published maintenance charges between the current service area and the new service area, such charges to be assessed on a pro-rated basis. If equipment is moved beyond DOS' published service area, DOS has the right to cancel the maintenance agreement.

7. RENTAL AGREEMENT TERMINATION (Applies when used as Rental Agreement, not Maintenance Agreement)

- a. This Rental Agreement may be terminated, with or without cause, by Discovery Office Systems with no less than 30 days prior written notice.
- b. Should Customer terminate this Rental Agreement prior to the end of its term, with or without cause, Customer shall:
 - i. Permit DOS to remove any DOS owned equipment and supplies covered under this Rental Agreement
 - ii. Pay all charges due and owing to DOS through the date of removal of such equipment and/ or supplies.

8. CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DOS with accurate and timely meter readings at the end of each applicable billing period through the use of Automated Meter Collection Software during the Initial Term and all subsequent Renewal Terms. The Maintenance Pricing is based on the use of the Automated Meter Collection Software. An additional \$ 0 monthly service fee will be charged for network connected equipment if the Customer elects not to use Automated Meter Collection Software.

To DECLINE installation of the Meter Collection Software please initial here _____

9. CONFIDENTIALITY

DOS recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. DOS agrees to treat Customer's Information on a confidential basis. DOS further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of DOS who have to perform the services contemplated hereunder. DOS agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

10. ADDITION OF EQUIPMENT (MPS PageLogic ONLY)

Customer is required to immediately notify DOS upon installation of any additional equipment and/or movement of covered equipment at Customer's site. Upon installation, if DOS deems equipment serviceable, such equipment shall automatically be added to Schedule A, and be covered by this MPS Agreement and shall be considered the Equipment for all purposes under this agreement.

11. MISCELLANEOUS

- A. This Agreement and any amendments thereto shall be governed in accordance with the laws of the State of California.
- B. DOS will not be liable for any failure to perform which may be attributable to (a) the inability to obtain raw materials, parts or supplies at reasonable prices or through usual and regular sources or on a timely basis, (b) the interruption of transportation, (c) government regulation, labor disputes, strikes, war, fire, flood, accident, or other cause beyond DOS's control making it impractical for DOS to perform, (d) manufacture backorders and/or discontinuation of parts.