

Service Agreement

| Date | 11/28/2018 | | | | |
|-----------|------------|--|--|--|--|
| Sales Rep | Rabe | | | | |
| PO# | | | | | |

11085 Montgomery Road, Cincinnati, OH 45249

| Bill To: | | | | | Ship To: | | | | | |
|-----------------------|---|----------------------|--|--|---------------------------------|---------------------------------|---------------------|-----------------|-------------------|--|
| Company: | Boone County Board of Education | | | | Company: | Ballyshannon Middle School | | | | |
| Address: | 8330 US 42 | | | | Address: | 7515 Shammrock Avenue | | | | |
| City/State/Zip: | Florence, KY 41042 | | | | City/State/Zip: Union, KY 41091 | | | | | |
| Contact: | Jehan Ghouse | | | | Contact: | Erika Bowles | | | | |
| Phone: | (859) 282-2540 | | | | Phone: | (859) 905-2620 | | | | |
| Meter Contact: | Erika Bowles | | | | Fax: | | | | | |
| E-Mail: | erika.bowles@boone.kyschools.us | | | | E-Mail | erika.bowles@boone.kyschools.us | | | | |
| | | | Су | cle B | Billing | | | | | |
| Term: 60 months | | | Cycle | Begin | Date: 11/28 | 3/2018 | | | | |
| Cycle Billing: M | onthly | | | | ate: 12/27/ | | | | | |
| Base Rate: \$0 | | | | 2 50 W. S. | ate: 11/27/2 | | | | | |
| | | Coverage | | | | | | | | |
| √ | Comprehensive Plus: All parts, labor, service calls, toner, developer, drums & staples Comprehensive: All parts, labor, service calls, toner, developer & drums I have read and unde and conditions listed this agreements. | | | | | | sted on the back of | | | |
| | Standard Plus: All po | arts, labor, service | calls and | d drum | ns | | | | | |
| | Standard: All parts, | labor and service | calls | | | | | Initials: | | |
| | | | | ae P | rogram | (See Pa | ae | 2 for Details | | |
| Priced Per Machine | 1-5: \$9.95 each | 6-10: 9.50 e | ach | 11-2 | 20: \$ 8.95 e | ach | 21 | 1+: \$200/month | Opt Out 🗸 | |
| Make | /Model | Serial Number | ID | # | Meter | B&W/Col | or | Copies Included | Additional Copies | |
| Sharp M | X-M754N | 7500337X | 135 | 502 | 850 | B&W | | 0 | \$0.0034 | |
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| | | | - | | | | | | | |
| Additional Provisio | ns Listed Here: CPC | is fixed for th | 0 60 5 | nonth | torm of | the lease | | | L | |
| | CPC | is lixed for tr | ie ou n | וטוונו | i terrii oi | ine lease | | | | |

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.

| CUSTOMER ACCEPTANCE | | Millennium Business Systems Presid | Millennium Business Systems President | | |
|---------------------------|------------|------------------------------------|---------------------------------------|------|--|
| Authorized Signature/Date | Print Name | Title | Signature | Date | |

Millennium Business Systems Terms and Conditions

"MBS" refers to Millennium Business Systems for all purposes of the terms and conditions of this agreement.

The initial term of this agreement is for twelve months. The agreement will automatically renew for another twelve months unless it is cancelled, in writing, by either party thirty (30) days prior to the expiration date. All maintenance agreement prices are subject to change upon renewal date, without notice. Invoices are due within 45 days of the invoice date. All service calls performed after cancellation date will be billed at standard parts and labor rates.

This agreement includes unlimited service calls, (adjustments, repairs, and replacement parts necessitated by normal use) travel time, mileage, regularly scheduled preventative maintenance calls, parts, and labor (during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays) provided they are not a result of user negligence, misuse, abuse, or causes beyond MBS control. Travel and labor time for service calls after normal hours, on weekends and on holidays will be charged at overtime rates in effect at the time the service call is performed. Toner, developer, and drums may be included. Please see coverage declarations section on the reverse side of this agreement. Paper and staples are excluded as well as network support calls. (see optional NET Program below).

All parts are included except for the following: cassettes, exit and original trays, or any other part that is not related to the electronic or mechanical operation of the equipment. Parts damaged by fire and water, or other acts of nature, misuse or negligence on the part of the customer or operators of the equipment are excluded.

Customer agrees to provide adequate installation space, approved environmental conditions, and minimum electrical requirements as outlined by the manufacturer. Failure to do so may void the service agreement.

This agreement is void if equipment is relocated outside our servicing area. This agreement is non-transferable, non-refundable, and not assignable to a third party unless specifically authorized by an MBS agent in writing.

Parts or service necessitated by negligence, accident or use of non-approved supplies in the equipment will be charged at normal rates.

When in its sole discretion MBS determines a shop reconditioning is necessary to keep the equipment in working condition, MBS will submit to customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, MBS may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew the agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at published rates.

If the customer does not pay all charges for maintenance or parts as provided hereunder promptly due: (1) MBS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates, and (2) the customer agrees to pay MBS costs and expenses of collection including the maximum attorney's fees permitted by law, said fee not to exceed 25% of the amount due hereunder.

Other than obligations set forth herein, MBS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. MBS SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OF PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Kentucky applicable to agreements wholly negotiated, executed and performed in such State. This constitutes the entire service agreement. No other statements or representations made shall be binding on either party. Your signature or initial payment will serve as your acceptance of these terms and conditions.

Optional NET+ Program: Network Enterprise Triage

The Millennium Business Systems NET program is designated as a plus one enhancement to your existing MFP service program. MBS customers will now enjoy the following benefits that enhance the typical service plan.

- · Unlimited remote monitoring and proactive preventive maintenance
- Automated toner monitoring and fulfillment
- Updates, installation and configuring new print drivers
- Adding and editing of "Scan to Folder"
- Adding and editing of "Scan to e-mail"
- Adding and editing of "Fax routing and destinations"
- Updating of Network Security Settings on MFP

