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 Chicago, IL (312)580-3500
 Lincolnshire, IL (847)478-3020
 Naperville, IL (630-)717-3750
 Rosemont, IL (224)563-3441

Order Type Lease Term Lease Type
 Lease 48 \$1 Purchase
 Other _____ % PUT

See Attached schedule for additional Equipment/Accessories

S Name: Township High School District 113
H Address: 1040 Park Avenue West
I City: Highland Park
P State: IL Zip: 60035
 Phone: 847-926-9317
T IT Contact: Ron Kasbohm
O Phone: _____
 Email: rkasbohm@dist113.org
 Meter Contact: Ron Kasbohm
 Phone: _____
 Email: rkasbohm@dist113.org

B Name: Township High School District 113
I Address: 1040 Park Avenue West
L City: Highland Park
L State: IL Zip: 60035
 Phone: 847-926-9317
T A/P Contact: Ali Mehant
O Phone: _____
 Email: amehanti@dist113.org

Qty	Product No.	Description	Unit Price	Extended
8	1PS55A	HP LaserJet Managed Flow MFP E52645c		
8	F2A72A	HP LaserJet 550-sheet Paper Tray		
8	F2A73A	HP LaserJet Printer Cabinet		
8	X3D03A	HP USB Universal Card Reader		Sub-Total
4	2EH31A	HP Fax Option		Maintenance
1	Z8Z11A	HP LaserJet Managed Flow MFP E72535z		Less Trade-In
1	Y1F97A	Dual Cassette 2 x 550 Sheet		Network INCLUDED
1	Y1G00A	Inner Finisher		Freight INCLUDED
1	X3A03A	HP USB Universal Card Reader		Tax (.075) EXEMPT
2	3GY17A	HP LaserJet Managed Flow MFP E62665z		Total Investment
2	J8J93A	3 x 550 Drawers & Stand		LEASE Payment (p/mo) \$4,962.90
2	X3D03A	HP USB Universal Card Reader		Security Deposit

Delivery Instructions: Delivery Contact: Ron Kasbohm (rkasbohm@dist113.org)

Customer Owned (Bill of Sale)
 Buyout (Leased)

PICK-UP INFORMATION					
Model	Serial	ID Tag #	Model	Serial	ID Tag #

MAINTENANCE AGREEMENT							
Term (mos.)	Covered Equipment:			Beginning Meter(s)		Toner Yield	
	Qty	Make	Model	Black	Color	Black	Color
	8	HP	E52645c			23,000	
	1	HP	E72535z			48,000	

Maintenance Base/Overage Rates							
Meter Type	Copy Allowance	Base Allowance Charge	Base Billed Period	Excess Charge	Excess Billed Period	Auto Meter Collection Fee	Toners Allowed
B/W Images							
Color Images							
B/W Prints							
Color Prints							

Comments: Cost per copy monthly at .0030-b/w & .027-color; rates include shipping & handling & are locked for 48 mos.

Orders are considered final upon the approval of a Partner of Imagetec L.P. Title of all Equipment and Accessories remains in Imagetec L.P.'s name until payment in full has been received. Terms of payment for each shipment are net 10 days from date of invoice. A late payment fee of 1.5% per month or the maximum rate permitted by law whichever is less, shall be charged on all overdue amounts from the date of the invoice until paid. Customer agrees to pay Imagetec L.P. for all costs and expenses, including attorney fees, incurred by Imagetec L.P. in enforcing its rights hereunder. No returns are permitted without advance written authorization by Imagetec L.P. By signing this Agreement, Customer acknowledges reading, receiving and agreeing to the completed information set forth above, the Terms and Conditions set forth on the reverse side of this document, and all attached Schedules, all of which collectively comprise this Agreement.

Imagetec L.P.
 By: [Signature] Date: 6/18/19
 Sales Representative: LCEPIEROWSKI/PARTNER

Customer ("Buyer" "You")
 By: [Signature] Date: 6-17-19
 Name: Elizabeth Banasty Title: President

General Terms and Conditions

1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, and communications, oral or written, concerning the subject matter of the Agreement. Customer acknowledges and agrees that no promise, representation or warranty of any kind has been made by Imagetec L.P. except as specifically set forth in this Agreement. No amendment or waiver of any provision of this Agreement shall be binding on Imagetec L.P. unless such amendment or waiver is in writing and signed by the general partner of Imagetec L.P.
 2. Delivery to the place of shipment specified herein shall constitute delivery to the Customer. Imagetec L.P. reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Imagetec L.P. shall not be liable for failure or delays in delivery occasioned by causes beyond Imagetec L.P.'s control. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments.
 3. It is mutually understood and agreed that the sole warranty on the Equipment and Accessories which are the subject of this Agreement is the warranty of the respective manufacturer(s), and that Imagetec L.P. makes no warranty, either express or implied, with respect to any of the Equipment or Accessories. IMAGETEC L.P. HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IMAGETEC L.P. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
 4. Imagetec L.P. will provide technical support for thirty (30) calendar days from the date of installation. After this initial 30-day period, all requested technical support will be billed to Customer at Imagetec L.P.'s then-current labor rates, in 15-minute increments for phone support, with a one-hour minimum charge for on-site service calls.
- ### Terms and Conditions of Equipment Maintenance Agreement (if applicable)
5. If this Agreement includes an equipment maintenance agreement ("EMA"), the EMA will be governed by the Terms and Conditions set forth in paragraphs 5 through 27 and the applicable provisions on the front side of this document. The EMA covers the labor and material necessary for lubrication, cleaning, adjustment and repair of the Equipment and the replacement of parts necessitated by normal use of the Equipment as listed on the front of this document including the controller, memory, printing systems, drivers, harnesses, wiring, hard drives, CD ROM drives, floppy disk drives, CD read/writers, mouse, monitors, keyboard, network harnesses that are directly attached to and purchased/leased as part of the initially installed basic copier system, except as hereinafter provided and subject to the Exclusions and Additional Exclusions set forth in paragraphs 6 and 7 below. The serviceability of parts will solely be determined by Imagetec L.P. Replaced parts will be disposed of by Imagetec L.P.
 6. Exclusions: This EMA will not apply to and does not cover:
 - A. Any Equipment lost or damaged for any reason, including accident, abuse, misuse or other-than-normal use, theft, neglect, acts of third parties, fire, water, casualty, or any other force or circumstances.
 - B. Replacement or repair of any network devices not directly attached to and purchased/leased as part of the initially installed basic copier system, including print controllers (internal or external), memory, printing systems, storage devices, (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboards, network harnessing or cards.
 - C. Service required after the initial installation, and/or after the Customer installs software, software updates or any changes to the operating systems, or related to network problems, that is not specifically for the adjustment, repair or replacement of items covered in paragraph 5 of this EMA.
 - D. Replacement of doors, covers, hinges, operation panels, stands, wheels, casters, work tables, exit trays, document lids, ADF covers, paper cassettes, sheet by-pass or instruction manuals.
 - E. Circuit board failure, unless an Imagetec L.P.-approved surge protection device was installed and continuously in use from and after the initial installation of the affected Equipment.
 - F. Color calibration from Customer computers for color devices. Excluded items will be repaired, serviced, calibrated or replaced, as applicable, by Imagetec L.P. at Customer's request at Imagetec L.P.'s then-current labor and material rates.
 7. Additional Exclusions: Additional excluded services include but are not limited to: (a) optional retrofits; (b) service associated with relocation of equipment; (c) installation of accessories, attachments or devices not included in the original installation; (d) performance of normal operator functions as described in the manufacturer's operator manual; (e) increase in required service time resulting from Customer's neglect, unique application or use beyond manufacturer's specifications of machine capability; (f) computer hardware/software conditions including, but not limited to a software virus resulting in Imagetec L.P. equipment malfunctioning. Services excluded under this paragraph 7 will be charged to Customer in accordance with Imagetec L.P.'s then-current labor and material rates.
 8. This EMA is only available for equipment having a valid manufacturer's serial number, UL certification and an Imagetec L.P. identification tag.
 9. Equipment purchased from Imagetec L.P. for which an Imagetec L.P. EMA expired within the prior twelve-month period is eligible for coverage under this EMA, subject to a chargeable inspection at Imagetec L.P.'s then-current labor and material rates and acceptance of the equipment condition by Imagetec L.P. Equipment purchased from Imagetec L.P. that has not been covered by an Imagetec L.P. EMA in the previous twelve (12) month period is eligible for coverage under this EMA subject to inspection and chargeable refurbishing of the Equipment (if deemed necessary by Imagetec L.P.) at Imagetec L.P.'s then-current labor and material rates. In the event any equipment is added to this EMA under this paragraph 9, the Maintenance Base/Overage Charge shown on the front side of this document will be amended accordingly.
 10. Imagetec L.P. may terminate this EMA in the event the Equipment is modified, damaged, altered or serviced by personnel other than Imagetec L.P. employees, or if parts, accessories or components not authorized by Imagetec L.P. are fitted to the Equipment.
 11. Customer agrees to furnish a key contact who will assume all duties covered and described in the manufacturer's operator manual. If training has been purchased, Imagetec L.P. will train the initial key contact at the time of initial installation and thereafter Customer shall ensure that a trained key contact is available. If additional training is required after the installation, Imagetec L.P. is available upon request to train additional key contacts at Imagetec L.P.'s then-current labor rates.
 12. Imagetec L.P. shall not be liable for failure or delays in delivery of replacement parts or supplies or delays in service calls occasioned by causes beyond the control of Imagetec L.P. or its suppliers. Service calls under this EMA will be made under normal business hours of 8:00 A.M. to 5:00 P.M. CST Monday through Friday, excluding Imagetec L.P. observed holidays, at the installation address shown on the front side of this document. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged portal to portal at overtime rates in effect at the time the service call is made. Imagetec L.P. shall have free access to Equipment during the business hours stated above to perform service thereon. Imagetec L.P. reserves the right to cancel this EMA or have Equipment brought to an Imagetec L.P. facility for service when service access is so restrictive as to diminish overall efficiency of Imagetec L.P.'s service staff.
 13. In the event Imagetec L.P. is unable to obtain, repair or replacement parts due to the discontinuation of such parts by the manufacturer and is unable to effect repairs to the Equipment, Imagetec L.P. will credit the unused portion of EMA charges to Customer's account. Any such credit must be used toward future charges by Imagetec L.P.
 14. Customer is required to submit monthly meter readings to Imagetec L.P. Customer may submit Customer's meter readings through the web at www.imagetec.com or by fax at (815) 759-8005. For networked devices, Imagetec L.P. will provide software to automatically report meter readings for a fee of \$100 per machine per month. If Customer fails to provide meter readings in a timely fashion, Imagetec L.P., at its discretion, will estimate all necessary meter readings. If Customer disputes invoices generated from Imagetec L.P.'s estimated meter reading and rebilling is required, Customer will be assessed an administrative fee of \$10.00 for each invoice affected. Customer authorizes Imagetec L.P. to use remote access for meters and diagnostics throughout the term of this EMA.
 15. Customer acknowledges that it is Customer's responsibility to maintain a current backup of Customer's program and data files to restore any loss of data. Under no circumstances shall Imagetec L.P. be held responsible for any loss of data.
 16. For EMAs which are supply-inclusive, Imagetec L.P. agrees to provide sufficient toner quantity for Customer's usage according to the manufacturer's published expected usage which is based on 6% coverage black & white and 28% coverage full color. In addition to the charges set forth on the front of this document, Customer shall pay shipping and handling charges for all toner provided by Imagetec L.P. at the rate of .0005 per copy for black and white toner and .002 per copy for color toner. In the event that Customer's actual toner usage exceeds the manufacturer's published expected usage, Imagetec L.P. reserves the right to remedy this variance, at its option, by either adjusting the charges payable under this EMA to cover Customer's excess toner usage or by invoicing Customer for Customer's excess toner usage from time to time.
 17. If this EMA includes the copy drum, Imagetec L.P. will determine when drum replacement is necessary due to normal wear and tear. Drums will not be replaced at Customer's request, or for scratches, marks, or other notable defects caused by Customer neglect, abuse, or misuse. If drum replacement is required due to Customer neglect, abuse or misuse, Customer will pay a prorated charge based on the published drum yield and the then current drum retail price, plus labor charges for replacement at Imagetec L.P.'s then-current labor rates. If this EMA does not include the copy drum, the drum will be replaced as requested by Customer at Imagetec L.P.'s then-current labor and material rates.
 18. Expenses incurred for supplies damaged or misused by Customer or consumed in the course of service performed on the Equipment by Customer are non-recoverable and replenishment of such supplies shall be at Customer's expense.
 19. If Imagetec L.P. determines that any Equipment covered by this EMA is not supplied with a "clean" power source (without spikes, surges, noise, etc.), then Customer must provide, at its expense, all changes and installations needed to correct the problem with the incoming power source. This could include items such as dedicated power lines, U.L. approved power (line) suppressors, line regulators, etc. Imagetec L.P. disclaims all responsibility for costs incurred to repair or replace any Equipment or components, including circuit boards, when damage to such was caused by an insufficient or faulty power source.
 20. When in its sole discretion Imagetec L.P. determines that a shop reconditioning is necessary to keep any of the Equipment in working condition, Imagetec L.P. will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to charges payable under this EMA. If Customer does not authorize such reconditioning, Imagetec L.P. may discontinue service of such Equipment under this EMA, refunding the unused portion of the maintenance charge, or may refuse to renew this EMA upon the expiration of the then-current term. In any such event, Imagetec L.P. service will be available on a "Per Call" basis at Imagetec L.P.'s then-current labor and material rates.
 21. Customer will pay for all costs associated with any Equipment relocation requested by Customer at Imagetec L.P.'s then-current labor and material rates. These costs will include applicable installation and removal charges and special rigging charges. Imagetec L.P. shall be under no obligation to provide service for any Equipment that is relocated outside its geographical service area, and on request Imagetec L.P. will assist Customer in obtaining service from other qualified service providers outside Imagetec L.P.'s geographical service area.
 22. This EMA shall be considered in force upon receipt by Imagetec L.P. of the initial EMA charge (per billing period) set forth on the reverse side hereof and shall continue for the term of this EMA from the EMA effective date shown on the reverse side of this document. The term of this EMA will automatically renew for successive additional one-year terms unless either party gives notice of non-renewal at least 30 days prior to the scheduled expiration of the then-current term. Each renewal term shall be subject to a price adjustment in accordance with Imagetec L.P.'s then-current rates. In addition, Imagetec L.P. may elect to change the base charge and/or number of copies / prints included in the base charge at the time of EMA renewal to more accurately reflect Customer's average copy volume for the billing period specified. In addition, if Imagetec L.P. determines at any time that Customer's copy usage has increased materially, either in application or volume, above the quantities set forth on the reverse side of this document, Imagetec L.P. shall have the right to notify Customer of early termination of this EMA, in which event Imagetec L.P. shall re-quote pricing, terms and conditions of a new EMA, which Customer may reject, and in the case of such rejection the term of this EMA shall end on the early termination date selected by Imagetec L.P. Imagetec L.P. has no obligation to provide supplies, on a supply-inclusive EMA, beyond the manufacturer's expected usage or beyond the term of this EMA. In the event of non-renewal of this EMA, all supplies delivered to Customer in excess of the manufacturer's expected usage projected to the date of EMA expiration are the property of Imagetec L.P. In the event Customer has received supplies in excess of the foregoing, Customer shall either return the excess supplies to Imagetec L.P. or pay the then current published price to purchase the excess supplies from Imagetec L.P.
 23. The initial monthly/quarterly/semi-annual/annual charge for maintenance under this EMA shall be the amount set forth on the reverse side hereof. The monthly/quarterly/semi-annual/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 during the initial term and any renewal term upon receipt of each Imagetec L.P. invoice for such charges. Customer agrees that alterations, attachments or specification changes may require an increase in maintenance charges at any time during the term of this EMA and agrees to pay such charges promptly when due. The billing period for the base charge noted on the reverse of this document determines the invoicing cycle Customer will receive. There is a \$10.00 per month billing processing fee for a monthly base billing period. The billing period for the base charge and copy/print allowances represents the invoicing for all copies/prints made in excess of the allowance. At the conclusion of each copy/print allowance billing period, Customer's meter reading(s) will be taken and excess copies/prints will be invoiced for the applicable billing cycle. The charge for excess copies/prints will be calculated using the excess copy/print charge set forth on the reverse of this document. If Customer does not exceed the copies/prints allowed in the billing period, the meter reading(s) taken as of the end of such billing period will become the beginning meter reading(s) for the new copy/print allowance billing period. No credits will be given when the copy/print count is below the copy/print allowance for any billing period.
 24. If Customer does not pay all charges for maintenance or parts as provided hereunder when due, or if Customer's account becomes delinquent, Imagetec L.P. may (a) refuse to service the Equipment or (b) elect to furnish service on a C.O.D. "Per Call" basis at Imagetec L.P.'s then-current labor and material rates. Customer agrees to pay all costs incurred by Imagetec L.P. to collect delinquent amounts from Customer, including reasonable attorney's fees and expense incurred by Imagetec L.P.
 25. Products sold by Imagetec L.P. are designed to give excellent performance with Imagetec L.P. authorized supplies, including paper, developer, toner, ink and masters. Although it is not a condition of this EMA that Customer use only Imagetec L.P. supplies, if Customer uses supplies other than supplies approved by Imagetec L.P., and if such supplies are defective or not acceptable for use on Imagetec L.P.-serviced machines, and cause abnormally frequent service calls or service problems, then Imagetec L.P. may, at its option, terminate this EMA. In such event, Customer will be offered service on a "Per Call" basis at Imagetec L.P.'s then-current labor and material rates.
 26. This EMA shall be governed by and construed to the laws of the State of Illinois applicable to agreements wholly negotiated, executed and performed in such State. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized Partner of Imagetec L.P. and the customer.
 27. This EMA is non-transferable by Customer and non-refundable.

**AMENDMENT TO EQUIPMENT MAINTENANCE AGREEMENT BETWEEN
IMAGETEC L.P. AND BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL
DISTRICT NO. 113**

This Amendment is made and entered into as of the 17th day of June, 2019, by and between Imagetec, L.P. ("Imagetec") and the Board of Education of Township High School District No. 113 ("Customer") (collectively "the Parties") for the purpose of amending the Equipment Maintenance Agreement ("EMA" or "Agreement") between the Parties.

WHEREAS, Customer wishes to engage Imagetec to provide copying and printing equipment, software and installation and maintenance services; and

WHEREAS, Imagetec has tendered the Agreement to Customer, and the Parties wish to amend the Agreement as stated below.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Governing Provisions.** The terms and conditions contained in this Amendment modify the rights and obligations of the Parties in the Agreement. In the event of a conflict between the terms and conditions of this Amendment and those of the Agreement, the terms and conditions herein shall govern. All other provisions of the Agreement not otherwise modified herein shall remain in full force and effect.
2. **Training.** Imagetec shall provide sufficient training to Customer's central office and building staff concerning the proper use of all equipment and software provided by Imagetec under the Agreement. Said training shall be at no charge to Customer and at mutually agreed times.
4. **Payments.** All amounts due to Imagetec are due and payable in accordance with the *Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)*, and penalties for nonpayment shall be as stated therein.
5. **No Autorollover / Term of Agreements.** The Agreement shall not automatically rollover or extend without the prior written consent of the Customer.
6. **Certifications.** Imagetec shall comply with all applicable laws, ordinances rules, regulations and codes in provide the services under the Agreement, including, but not limited to the *Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations promulgated thereunder; the Equal Employment Opportunity Clause at Title 44, Part 750, of the Illinois Administrative Code (*see 44 Ill. Admin. Code 750.20*), which is fully incorporated herein; federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq.*, and rules and regulations promulgated thereunder; prohibitions against smoking on school district property; prohibitions against the presence of sex offenders on school district property except in limited circumstances with notice to and approval of the


Customer; certifications concerning not being barred from bidding and complying with Illinois Use Tax requirements under the Illinois *School Code* (105 ILCS 5/10-20.21); and the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*). Imagetec further agrees that any records or data accessed in the performance of services concerning Customer's individual employees or students shall remain confidential and be used only for the identified purposes in conjunction with the services and shall not be disclosed to any third parties without Customer's consent. Notwithstanding any provisions in Agreements to the contrary, Customer is a tax exempt entity and shall not be responsible for payment of any taxes from which it is exempt.

7. **Additional Fees.** Imagetec shall provide a cost estimate and obtain Customer's written consent before providing any services that are subject to additional fees. All fees specified in Paragraphs 14 and 16 shall be stricken.
8. **Indemnification.** Imagetec shall indemnify, defend and hold Customer, its administrators, agents, individual Board members, officers, and employees harmless from all losses, liabilities, injuries, debts, fines, dues, demands, claims, damages, fees, costs, including, but not limited to reasonable attorneys' fees, from: (i) any breach of the Agreement by Imagetec; and (ii) arising out of or relating to any negligent or wrongful act or omission of Imagetec, its agents, employees, licensees, invitees and participants, occurring or alleged to have occurred, in whole or in part, in connection with this Agreement.
9. **Damages.** Imagetec shall be responsible to Customer for direct damages of any kind or sort whatsoever.
10. **Service Level Agreement.** Imagetec shall comply with the Service Level Agreement that is attached hereto as Exhibit A and the Total Satisfaction Guarantee that is attached hereto as Exhibit B.
11. **Authority to Execute.** Each person executing this Amendment below represents and warrants that he or she has the proper and necessary authority to execute this Amendment and to bind his or her respective entity to its terms.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Amendment on the date(s) written below.

IMAGETEC, L.P.

By: 
Its: PARTNER
Date: 6/18/19

**BOARD OF EDUCATION OF TOWNSHIP
HIGH SCHOOL DISTRICT NO. 113**

By: 
Its: President
Date: 6-17-19

ATTEST:

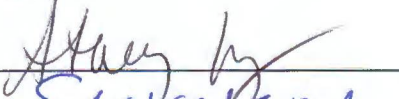
By: 
Its: Secretary
Date: 6-17-19

EXHIBIT A SERVICE LEVEL AGREEMENT



Presented to: Township High School District 113

Goal: Provide a commitment to a mutually agreed upon level of service that will enable a high level of service and support that results in an uptime percentage of 97% or greater. Uptime is measured by adding the number of hours of total down time – the elapsed time from when a service call is placed to when the machine is repaired and fully functional again, calculated in the time frame of 90 days, on a quarterly basis (Scheduled maintenance time is not counted as machine down time). The number of hours the equipment is down is then subtracted by the total number of business days in the 90 day time frame, multiplied by an eight hour day. The result represents the total number of uptime hours. This number is divided by, the total number of business hours within the 90 day period. This number reflects your machine's uptime percentage.


IMAGETEC must:

1. Provide a machine uptime percentage of 97% or greater for each quarter of the calendar year.
2. Increase our first trip call completion rate by assuring our tech has the right part on hand and insuring the tech is properly trained on the products being diagnosed.
3. Respond to all service within (6) business hours on average. Averages shall be determined by calendar month.
4. Communicate with the Customer's Print Services staff and/or Director of Technology when extended maintenance downtime is required for parts, etc.
5. IMAGETEC's Service Management team will conduct quarterly service reviews to audit uptime percentages and service performance with Director of Technology or Business Manager if requested.
6. Assure adequate communication from our technicians, beginning with an ETA, when arriving on-site, and when service call is completed.
7. Contract will include all parts, labor, preventative maintenance, toner which are preferably OEM. If unit is going to be down for extended service (which is defined as 7 days or more) IMAGETEC will provide a loaner unit, within 24 hours. If a unit cannot be repaired to the Customer's satisfaction, we will replace the unit under our Total Satisfaction Guarantee.
8. Provide training upon installation. IMAGETEC will also support issues that arise from network connectivity, device configuration and firmware updates for hardware.
9. Provide and install software that will electronically report meter readings and low toner alerts so that we can automatically ship toner when alerted.
10. Imagetec's maintenance and services obligations shall commence upon delivery of the equipment.
11. Provide telephone support number for placing service calls, which will be available Monday through Friday, 7:00 a.m. to 4:00 p.m., excluding legal holidays.
12. Poor performing and/or problematic copier/printer units will be replaced with new similar equipment repaired to manufacturer's specifications and/or repaired to Customer's satisfaction.
13. If IMAGETEC L.P. fails to maintain 97% uptime and 6 hour response to service calls, the following penalties shall be assessed:
 - 1/21 st of the Quarterly payment for any location that exceeds an average response time of 6 hours per Quarter.
 - 1/21 st of the monthly payment for any machine that goes without service for 24 clock hours.


- 1/21 st of the Quarterly payment for any location that fails to maintain an average uptime of 97% per Quarter.

Please note that IMAGETEC shall not be liable for failure to deliver or delays in service occasioned by causes beyond IMAGETEC's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, war or outbreak of hostilities, inability to obtain parts, supplies, equipment, or shipping space, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond IMAGETEC's control.

EXHIBIT B
TOTAL SATISFACTION GUARANTEE



Total Satisfaction **GUARANTEE**



IMAGETEC L.P. is dedicated to ensuring that the investment you made in your office technology continuously meets or exceeds your expectations.

Your complete satisfaction is important to us. If you have continuously maintained the equipment under a full service maintenance agreement, IMAGETEC will replace the affected unit like for like if we cannot repair the unit and bring it back to 100% of the manufacturer's specifications. The term of this guarantee is 60 months or the length of your lease, which ever occurs first.

We understand it is critical that this process has minimal disruption to your operation. This is why we guarantee that the evaluation, repair, and replacement process functions at the highest level of our organization with the greatest sense of urgency.

Thank you again for trusting IMAGETEC to be your office technology equipment and service provider.

Richard Cucco
Managing Partner
IMAGETEC LP.
McHenry | Chicago | Rosemont | Lincolnshire | Naperville

