

MBM PrintCare

Agreement # _____

This Print Management Agreement with all Attachments, Schedules and Addenda shall be collectively referred to as this "Agreement".

Between

The City of Menasha (herein referred to as "Customer")

And

Merizon Group, Inc (Herein referred to as "MBM")
620 N Lynddale Drive Appleton WI 54912

Services

MBM will provide Customer a Print Management service as described in Standard Terms and Conditions and attached "Scope of Services" for all equipment and OEM accessories (referred to as "the Equipment") on the attached Schedule "A".

MBM will provide on-site support as described in the Agreement.

Additional Services may be added to this agreement by Addendum signed by both parties.

Print Management Fee

Customer shall pay a base monthly Print Management fee to MBM. Such fee is determined by multiplying the agreed cost per image by the number of monthly images included in the monthly base image allowance. Additional images made during month will be billed at the beginning of the month following at the agreed cost per image.

This Agreement shall carry a cost per page for Black of \$.0187 and a monthly base image allowance of 25,000 Black images. This agreement shall also carry a cost per page for Color of \$0.052 for service only, and a monthly base image allowance for Color of 0 images. Color supplies toners are at your expense.

If the 25,000 monthly image allowance is not consumed in a month a credit will be issued in the following month for unused images.

Payment Terms: Net 10 Days

Term of Agreement

This Agreement shall have a twenty-four (24) month term unless terminated or extended as provided herein.

This Agreement shall commence immediately upon approval of Agreement by both parties at which point, MBM shall commence the Implementation Procedure as described in Attachment "A".

Terms and Conditions

Both parties agree to the terms and conditions set forth herein. Customer acknowledges that it has read the terms and conditions of the Agreement. _____ (Initial)

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Merizon Group, Inc

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Title: _____

Date: _____

Date: _____

Standard Terms and Conditions

1. General Scope of Coverage

This Agreement covers black toner cartridges, maintenance kits, parts and labor for adjustments and repairs as necessitated by normal use of the equipment. Issues related to network connectivity and print controllers are excluded. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or causes beyond MBM's control are not covered. MBM may terminate this agreement in the event equipment is modified, altered or serviced by personnel other than those employed by MBM or without consent of MBM. Coverage may be terminated on equipment that has been out of production for ten or more years.

On-site hours are from 8:00am to 5:00pm Monday through Friday excluding MBM Holidays (New Year's Day, Good Friday PM, Memorial Day, July Fourth holiday, Labor Day, Thanksgiving and day following, Christmas Eve PM, Christmas Day, New Year's Eve PM)

2. Addition/ of Equipment

Customer is required to immediately notify MBM upon installation of any additional equipment at Customer's site capable of using MBM supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and additional monthly pages will be added to the base amount monthly. Said equipment shall be considered the Equipment for all purposes under this agreement.

MBM may, within thirty days of such notification by the Customer provide written notice to the Customer of intent to re-price the Agreement. The Customer shall have thirty days from receipt of notice to accept the new terms or cancel the Agreement.

3. Extensions

This Agreement will be extended for additional 12 month terms unless written notice of intent to cancel is provided by either party not less than thirty (30) days prior to expiration

4. Non-Performance

In the event that MBM does not perform the services to the Customer's satisfaction, Customer shall inform MBM in writing and MBM shall have a period of thirty (30) days to correct any deficiencies in performance. Should MBM still be unable to correct the problem, the Customer shall have the option to cancel this Agreement.

5. Cancellation

If the Agreement is cancelled as provided for in Section 3 or Section 4 above, or section 10 below, the Customer will not incur any penalty or Liquidated Damages.

If the Agreement is cancelled by the Customer for any reason other than as provided Section 3 or Section 4 above the following Liquidated Damages will apply:

Months 1 – 24	An amount equal to 3 times the monthly base amount not to exceed one half the remaining payments due.
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In the event the Agreement is cancelled for any reason, the Customer shall:

- a) Permit MBM to remove any MBM owned equipment and supplies covered under this Agreement
- b) Pay all charges due and owing to MBM through the date of removal of such equipment and/ or supplies

In the event the contract billing falls below an average of 20,000 images in any three month period, MBM may cancel the Agreement after providing a thirty day written notice of intent to cancel.

6. Confidentiality

MBM 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. MBM agrees to treat Customer's Information on a confidential basis. MBM 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 authorize Customer representatives or (2) to employees of MBM who have to perform the services contemplated hereunder. MBM agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

7. Insurance

MBM shall at all times during the term of this Agreement maintain, at its cost, customary levels of the following types of insurance: general liability, workers compensation liability and, if appropriate to the services rendered, automobile liability (including bodily injury and property damage)

8. Indemnification

Customer shall indemnify and hold MBM harmless from any claim, demand, liability, and cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising alleged against the customer from the performance of services under this Agreement. Customer agrees to defend MBM at Customer's sole expense, against all suits, action or proceedings in which MBM is made a defendant for actual or alleged infringement of any intellectual property rights by the customer.

Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts.

9. Miscellaneous

This Agreement supersedes all prior discussions or understandings between the parties related to managed print services. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by the party against whom it sought to be enforced.

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable.

Renewal of this agreement is subject to price and provision changes. The Customer shall have thirty days to cancel the agreement without penalty if such changes are found to be unacceptable.

No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.

10. Assignability

Neither the Customer nor MBM, can assign its interest in or delegate its duties under this Agreement without the written concurrence of the other party. If there is such a transfer or delegation of responsibility that is not agreeable to both parties, the agreement shall be considered cancelled.

11. Breach or Default

If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) MBM may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. "Per Call" basis at published rates and (2) the Customer agrees to pay MBM costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to MBM.

Scope of Services Print Management Agreement

1. Management Team

MBM will assign a PrintCare Representative. All service requests should be directed to Customer Service at 888-374-8151. Please have the appropriate ID number to give to the customer support representative.

2. Implementation

Upon approval of this Agreement by both parties, MBM will complete an inspection of the Equipment to be serviced under this Agreement. Following inspection, a MBM identification tag will be attached to the Equipment. Charges may apply for repair of Equipment that is initially found to be in a condition deficient to a standard of "reasonable wear and tear". Such charges will be detailed for the Customer and, if unacceptable, may be cause for the Customer to terminate this agreement without penalty within fifteen (15) days of notification of charges.

3. Print Management Services

Print Management Services are inclusive of but not limited to the following:

a) Hardware Support Services

Total Quality Call- Your primary MBM technician, under the guidelines of the Standard Terms and Conditions, will act proactively as they follow a standard procedure for addressing hardware failures involving resolution of the immediate failure followed by a completion of a multi-point check list replacing high mortality parts as needed.

Supplies- All supplies will be OEM compatible unless noted in this agreement. Supplies will be shipped per customer request but limited to a quantity required based on prints generated under this agreement. MICR and color toner are excluded.

Response Time- MBM will respond to service calls placed to the Customer Support Center (electronic or voice mail) within an average of four (4) hours for down machine call placement.

Remote Support- MBM may remotely monitor and support the Equipment for more timely and accurate resolution of problems.

Service Loaners- if we cannot repair your printer in your office we will provide a loaner until your printer is repaired.

b) Network Support

Solution Group- MBM's PrintCare Group will be available to provide support for application specific printing challenges. Following a needs analysis, the PrintCare Group, if appropriate, will provide a "Scope of Services" and program quote for your approval.

c) Contract Management

Quarterly Print Management Meeting- MBM will meet with you periodically, but not more than once per quarter to review the Agreement, MBM's performance and Equipment performance.

Asset Management- The MBM PrintCare Group will maintain an accurate inventory of all Equipment and associated print volumes. MBM will proactively offer solutions that would improve the conditions of the Agreement including, but not limited to, reallocation of resources for improved performance, cost reduction initiatives and recommendations for any new technology.

4. Escalation

MBM uses a management system designed to automatically monitor and alert your Print Management team when response times, equipment performance and technician performance fall below MBM's standards. Following such alerts, measures will be taken to correct any deficiencies.