



SERVICE AND MAINTENANCE AGREEMENT

THIS SERVICE AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between the "Company" (below in 1.1) and the "Customer" (below in 1.2). Company and Customer may sometimes individually be referred to as a "Party" and collectively as the "Parties".

1. BASIC PROVISIONS. For purposes of this Agreement, the following terms and definitions shall be applicable:

1.1 Company: SumnerOne, Inc.					
1.2 Customer (Bill To):			1.3 Customer's Installation Location ("Ship To"):		
CUSTOMER NAME Johnson County Parks and Recreation			CUSTOMER NAME Johnson County Parks and Recreation		
ADDRESS 7900 Renner Rd			ADDRESS 18631 W 79th St		
CITY Lenexa	STATE KS	ZIP CODE 66219-	CITY Shawnee	STATE KS	ZIP CODE 66218
BILLING CONTACT NAME (INVOICE ATTN TO): Ted Tartenaar		PHONE: (913) 826-3431	IT / INSTALLATION CONTACT NAME: Ted Tartenaar		PHONE:
BILLING CONTACT EMAIL: ted.tartenaar@jocogov.org		Invoice delivery method: EMAIL	IT / INSTALLATION CONTACT EMAIL: ted.tartenaar@jocogov.org		
BILL TO ACCOUNT NUMBER: 50JCPR		P.O. NUMBER (IF APPLICABLE): 0	SHIP TO ACCOUNT NUMBER: 50JCPR	TERRITORY: 0	SALES REP: Brett Blacksten
				SPECIALIST:	

1.4 Equipment Covered under Service and Maintenance ("Equipment") if box is checked, see attached Schedule A

MODEL / DESCRIPTION	ID#	SERIAL #	COMMENT	BEG. METER
E40040dn				
0				
0				
0				
0				
0				

1.5 Commencement Date: The date that the Equipment is delivered and installed at the Ship-To location.

1.6 Service and Maintenance Payment Schedule:

Add to Existing Tandem # : **CN28322-01**

1.6A

Page Commitments (Covered Copies):	
\$108.00	Service Payment per Year
6,000	B&W Pages (8.5 x 11)
0	Color Pages (8.5 x 11)

Annually	Billing Frequency
Separate	Billing Preference

1.6B

Click Billing (Overages):	
0.0180	Per B&W Page
0.0000	Per Color Page Tier 3
	N/A
	N/A

Annually	Billing Frequency
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1.6C

Remote Access & Auto Toner Fulfillment:	
Printfleet	Remote Access Agent (DCA)
YES	Auto Toner Fulfillment

1.6D Consumables

Includes Consumables as described in Section 7 of the T&Cs.

Paper & Staples Excluded

Key Contact(s) Name: Ted Tartenaar Contact Email: ted.tartenaar@jocogov.org Contact Phone: 913.826.3431
If meter data is unable to be collected by DCA or is not sent to us in a timely manner by your Meter Contact, Customer agrees an estimate may be used.

CUSTOMER SIGNATURE	Signature	Print Name	Date
By executing below, you agree to be bound by this Agreement inclusive of all Terms and Conditions which are set forth below and on the next page, as well as any identified Exhibits, Schedules and Addenda, all of which are incorporated herein by reference.	X		

TERMS AND CONDITIONS (these continue on page 2)

2. SERVICE AND MAINTENANCE. Customer agrees to the Payment Schedule shown in Section 1.6, consisting of the Page Commitments (the base number of pages either included in your separate Lease / Equipment Agreement or billed separately and measured by calendar month only), the applicable Click/Overage Billing (the variable per-page charge for service and maintenance associated with pages in excess of the Page Commitments). Provided Customer is not in Default (defined in Section 5), the following "Service and Maintenance" will be provided by Company:

Company will be responsible for keeping the Equipment in good working order: routine, remedial and preventative maintenance services, including inspection, adjustment, parts replacement, drums and cleaning materials required for the proper operation of the Equipment, as well as Consumables as specified below in Section 7. Customer agrees to provide Company free and clear access to the Equipment. Service and Maintenance calls will be performed at no extra charge during Company's normal business hours. Overtime and holiday charges at Company's hourly rates will be assessed for all service calls outside Company's normal business hours. Company shall not be responsible for Service and Maintenance arising out of the following: (i) Customer's failure to provide a suitable installation environment including all electrical power requirements, surge protection, space, ventilation, humidity or other requirements specified in the Operating Manual; (ii) Customer's failure to use parts or supplies obtained solely from Company or approved by Company in writing as suitable for use in the Equipment; (iii) neglect; (iv) fire; (v) act of God; (vi) vandalism; (vii) misuse; (viii) alteration including but not limited to adding or removing accessories; (ix) any modification or maintenance not performed by our Company's representatives or assigns; and/or (x) use of the Equipment for other than the purposes and to the capacity for which it was designed (collectively, "Customer Misuse"). Company reserves the right to charge Customer for Service and Maintenance on a time and materials basis, at Company's then-applicable rates, to remediate Customer Misuse or for any other services not expressly included in this Agreement. Any additional Service and Maintenance not included herein shall be described in a separate Service Schedule, Scope of Work (SOW), or detailed Service Level Agreement (SLA) and agreed to in writing between Customer and Company.

REPLACEMENT GUARANTEE. If Customer is not totally satisfied with any Equipment delivered under this Agreement, Company will, at Customer's request, replace it without charge with identical Equipment or, at Company's option, with equipment with comparable features and capabilities ("Replacement Guarantee"). The Replacement Guarantee applies during the initial Term (defined below) for new, non-Production Equipment, OR for three (3) years for used, non-Production Equipment, and ONLY when Equipment has been purchased and/or leased through Company AND continuously maintained by Company under a Service & Maintenance Agreement and has been operated at all times in accordance with manufacturer's specifications.

3. INITIAL NETWORK-RELATED SERVICES, INITIAL TRAINING. Company shall provide setup and installation support for Equipment leased, rented or purchased from Company, including connection to Customer's network, identification and installation of print drivers, scanning destination configuration (e.g. scan to email, scan to folder), fax, IP addressing, and local configuration of up to ten (10) individual workstations ("Network Support"). For Network Support issues that arise more than ninety (90) days after installation, Company shall provide troubleshooting to determine whether the issue is being caused by an Equipment malfunction and shall resolve such Equipment-related issues only as part of Service and Maintenance. Additional Network Support shall be provided on a per-occurrence, time and materials basis chargeable at Company's then-applicable rates, or shall be described in a written SOW and agreed to in advance by Company and Customer. TRAINING. Following installation, Company will provide initial training to Customer's authorized personnel sufficient to enable the proficient and productive use of the Equipment.

4. SOFTWARE. Company sells and supports a wide range of Software products, including software provided with manufacturer-brand Equipment ("Base Software"), print management related Software, and other software applications sold by Company (both, "Applications Software"). Company will support Base Software functionality as part of this Agreement. Support for Applications Software may be subject to your payment of separate licensing, annual maintenance and/or support fees and all such service and maintenance shall be described in a separate Applications Software Service Agreement, Schedule, or SOW, available from your account representative. Any issues associated with software/applications not sold to you by Company, including its integrations with printing, scanning, print to PDF, or other print or print driver-related functions, is not covered by this Agreement and shall be subject to per-occurrence charges on a time and materials basis at Company's then-applicable rates.

5. TERM AND PAYMENT. The Term of this Agreement ("Term") shall begin on the Commencement Date and shall (a) be the same Term (initial Term, Renewal Term) as specified in Customer's Lease Agreement for the Covered Equipment, or (b) be twelve (12) months. If any invoice is not paid when due, Customer shall pay Company a late charge equal to five cents per one dollar of the amount delinquent, but in no event at a rate greater than allowed by applicable law. Such charge is in addition to and not in lieu of other rights and remedies Company may have. Company reserves the right to assess a surcharge upon all credit card transactions in states where not otherwise prohibited. DEFAULT. Customer shall be in default of this Agreement under each of the following circumstances (each an "Event of Default"): (i) Customer's failure to timely pay any invoice when due; (ii) Customer's failure to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after Company shall have given Customer written notice of default with respect thereto; (iii) Customer becomes insolvent; (iv) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection; (v) Customer has a receiver, trustee, conservator or liquidator appointed with or without Customer's consent; and/or (v) Customer defaults under any other agreement between the Parties.

6. LOCATION. Customer will keep and use the Equipment only at the Equipment Installation Location set forth in Section 1.3 unless Customer obtains Company's written permission in advance to move it.

7. CONSUMABLES. If Consumables is identified as included in Service and Maintenance, Company will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumables"). Highlight color toner, clear toner, MICR, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Paper and staples must be separately purchased by Customer, unless expressly indicated as included in Section 1.6D. All Consumables are the property of Company until consumed by Customer and Customer will use them only with the Equipment identified in this Agreement. All unused parts and supplies shall be promptly returned to Company upon Expiration or Early Termination. If Company, in its sole discretion, determines that supplies are being abused in any fashion, or if Customer's usage exceeds the manufacturer's published yield by more than 10%, Customer shall be notified and agrees to pay for such excess use if excess use does not cease within thirty (30) days of notice. Non-8.5x11/larger page sizes and pages that significantly exceed the manufacturer's projected average page coverage will be counted as a multiple of a standard page (e.g. 11 x 17 = 2 pages). At the end of the first year of this Agreement, and once each year thereafter, the rates in the Payment Schedule associated with page consumption (Monthly Page Commitment and Click Billing), as then in effect and as may have been previously adjusted per the above, may be adjusted again by the Company based on objectively-measured changes in Customer's business climate or changes in external market conditions, such as increases in the Consumer Price Index. Company may charge freight fees to cover costs of shipping supplies to Customer.

8. DATA. Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may contain data that Customer may store for purposes of normal operation of the Equipment ("Equipment Data"). Customer acknowledges that Company is not storing Equipment Data on behalf of Customer and that exposure or access to the Data by Company, if any, is purely incidental to the services performed by Company. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Equipment Data. Certain models of Equipment can be configured to include a variety of data security features and Company may charge an additional cost to configure certain data security features. The selection, suitability and use of data security features are solely customer's responsibility. Separately, Customer is also solely responsible for: (i) backing-up data on Customer servers, workstations, laptops, storage devices, and other hardware in order to ensure protection of Customer data ("Customer Data"); (ii) implementing security protocols to prevent security breaches; (iii) network failures caused by hardware or software changes or upgrades made by Customer or third-parties; (iv) restoration of Customer Data following an event of data loss.

9. REMOTE ACCESS. Certain models of Equipment are serviced using data that is automatically collected by Company or transmitted in to or from Company by the Equipment connected to Customer's network ("Remote Data") via secure electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Company to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Company for billing, report generation, supplies replenishment, and support services. Remote Data Access will NOT allow Company to read, view or download the content or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Company, without charge, to provide Remote Data Access for the purposes described above and will provide reasonable assistance to enable Remote Data Access, including providing a name and email of Customer contact and IP addresses/locations of Equipment. Unless Company deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Service and Maintenance is being provided. Customer shall indemnify Company from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the Equipment Data or Customer Data (described above), or arising or related to the Remote Data Access. This section survives termination or expiration of this Agreement.

10. REMEDIES. Following an Event of Default, Company may terminate this Agreement and Customer will thereafter pay to Company with 1.5% interest all accrued and unpaid sums owed by Customer under this Agreement. Exercise of this remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. A waiver of an Event of Default shall not be construed as a waiver of any other or subsequent Event of Default.

11. INDEMNITY. Company is not responsible for any losses or injuries caused by the use of the Equipment. WARRANTY: COMPANY DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY. The Company shall indemnify, protect, defend and hold the Customer, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent the same (a) arise from claims or other causes of action brought by third parties (collectively hereinafter "claims") and (b) arise, directly or indirectly, out of, or from, the Company's willful act, error, omission, negligence or breach of this Agreement.

12. JURISDICTION. This Agreement shall, in all respects, be construed to have been made in the state of Kansas, and the rights and liabilities of the Parties hereto shall be governed by the laws of the state of Kansas and the Parties hereby consent to the jurisdiction and venue of the courts of the state of Johnson County, Kansas in connection with any action or proceeding arising out of or relating to this Agreement. Customer, to the extent permitted by law, waives trial by jury in any action, proceeding related to this Agreement.

13. FORCE MAJEURE. To the extent the Company has any performance obligations hereunder, if the performance by Company of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, act of terrorism, war or any other casualty, by any act or request of a governmental body, or as a result of any cause beyond the control of Company which cannot be overcome by reasonable diligence and without unusual expense, Company shall be excused from such performance to the extent that such event shall continue to prevent, hinder or delay such performance.

14. MISCELLANEOUS. This Agreement and the Exhibits/ Addenda also attached hereto contains the entire arrangement between the Parties and no modifications shall be effective unless in writing and signed by the Parties. Company may assign or transfer this Agreement without notice. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to Customer at the address set forth in this Agreement, or mailed to Company at 6717 Waldemar Ave, St. Louis, Missouri 63139 with ATTN: Legal Notice to Company Officer, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to Company from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under the applicable laws of any jurisdiction in which it is sought to be enforced, then, such provision shall be deemed inapplicable and omitted, but shall not invalidate or affect the remaining provisions of this Agreement. This Agreement inures to the benefit of, and is binding upon the Parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile, email, electronic signature software and other conventional methods shall constitute effective execution and delivery as to the Parties and may be used in lieu of the original Agreement for all purposes.

ADDITIONAL TERMS: Compliance with State Laws. This Agreement and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto (the "Act"). By virtue of this Act, the Subscriber is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during its current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. With the exception of each Party's Confidential Information, the terms, conditions, requirements and obligations set forth in this Agreement shall be subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., and amendments thereto, and any applicable federal or state laws, or court order.

Independent Contractor: The Company shall be deemed an independent contractor, and not an employee of the Customer for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State income tax code and third-party liability claims, and that this Agreement shall be deemed an independent contract for services. This Agreement shall not be construed or considered to be a partnership or joint venture, and Customer shall not be liable for any obligations incurred by the Company unless specifically authorized in writing.