



Order No: \_\_\_\_\_

MPS Sales Rep: Chris Petsche

### Managed Print Services Agreement

Client Name: Norton City Schools Contact Name: Angie Wagler  
 Telephone Number: 330-672-8194 Fax Number: \_\_\_\_\_ Email Address: awagler@nortonschools.org  
 Billing Address: 4128 Cleveland Massillon Barberton Ohio 44203  
Street Address/PO Box City State Zip code  
 Location of Equipment: 3163 Greenwich Rd, 4138; 3390; 4108; 4128 S Cleveland-Massillon Rd, Norton Ohio 44203

See Schedule A for Equipment Location Details

#### Unlimited Service Calls

Blue Technologies will provide all emergency service calls as reasonably requested by the customer at no additional charge for labor. Service is to be performed during normal working hours (8:00 a.m. to 5:00 p.m. daily) not including Saturdays, Sundays or Holidays. Service Call Response time is 30 minute call back; 1-5 hour onsite. Next day if after noon. If service is required outside of normal business hours it can be provided by special arrangement at an additional charge.

#### Parts Replacement

There will be no additional charge for normal replacement parts. This agreement does not include paper trays, panels or doors. Abuse, accident, theft or damage to the machine due to use of supplies not designated by Blue Technologies or repairs by someone other than an authorized Blue Technologies representative is not covered by this agreement.

#### Coverage Worksheet

This agreement becomes effective upon receipt of a signed contract. It will remain in force for the period indicated in the maintenance terms and conditions of this agreement and will be renewed automatically for a one year period. The customer agrees to pay the then current rate at the beginning of each new period. Blue Technologies reserves the right to discontinue service until past due receivables (45 days from invoice date) are paid in full.

The agreement is not transferable to a third party. If the equipment is traded in on new Blue Technologies equipment, any portion of the yearly contract agreement shall be prorated and applied toward the maintenance of the new equipment only. Otherwise, there are no refunds, prorated amounts or rebates given. The equipment must be in good working condition on the commencement date of the agreement. Blue Technologies will charge for the parts and labor required to repair hardware that is not in good working order at the commencement of the agreement. The customer will be invoice at Blue Technologies' current rates.

#### Items Included:

- All Parts and Labor
- Unlimited Service Calls
- Ozone Filters
- Circuit Boards
- Paper Feed Rollers
- Toner
- Routine Preventative Maintenance
- Maintenance Kits

#### Items Not Included:

- Paper Cassettes
- Paper or Staples
- Receiving Trays
- Panels or Doors

#### Worksheet

Term: 36 Months Effective From: 6/1/2014 to 5/31/2017

B/W Cost Per Print: 0.01498 B/W # of Prints Per Month: 15,000 B/W Overage Billed at: 0.01498

Color Cost Per Print: 0.13579 Color # of Prints Per Month: 2,000 Color Overage Billed at: 0.13579

B/W Cost Per Print: 0.03968 B/W # of Prints Per Month: 1,400 B/W Overage Billed at: 0.03968  
Color Devices Color Devices Color Devices

Billing:  Monthly  Quarterly Overage Billed:  Monthly  Quarterly

#### Customer Acceptance

Customer Signature \_\_\_\_\_ Printed Name/Title \_\_\_\_\_ Date \_\_\_\_\_  
**Blue Technologies Acceptance**

- New Customer
- Current Customer

Subject to Acceptance by Blue Technologies \_\_\_\_\_ Date \_\_\_\_\_



## Maintenance Terms & Conditions

### Managed Print Services

This Print Management Agreement ("Agreement") shall become effective upon its acceptance by BLUE TECHNOLOGIES, INC on the date shown on the face hereof.

1. The Agreement base charges are payable in advance on the first day of the coverage period. Blue Technologies, Inc has no obligation to provide any of the services described herein unless the customer is current in all payments to be made to BLUE TECHNOLOGIES, INC under this Agreement and the equipment lease, if any, relating to the equipment to be serviced.

2. During the term of the Agreement, Blue Technologies, Inc will provide necessary labor services. Covered labor performed during a service call will not include operator error calls. Repair and/or Replacement Parts necessary to the operation of the equipment will be provided, with the exception of receiving trays, cassettes, doors, operation panels & covers, paper and staples. Toner provided for the agreed copy amount will be based on the manufacturing yields. Additional toner will be charged to the customer at Blue Technologies, Inc's then published pricing.

3. All services will be performed during normal business hours of 8:00 am to 5:00 pm Monday thru Friday. If service is performed at other times at the customer's request, the customer will be charged Blue Technologies, Inc's then effective billing rate for service.

4. This Agreement shall not apply to service or repairs due to fire, water, misuse, abuse or other casualty, or to repairs made necessary as a result of moving the equipment or service by personnel other than Blue Technologies, Inc personnel or repeated use of supplies other than those meeting published specifications for the equipment. Separate charges for repair or replacement due to foregoing shall be paid by the customer at Blue Technologies, Inc's then effective billing rate for parts and labor.

5. When in Blue Technologies, Inc's opinion, shop reconditioning or work beyond the scope of this Agreement is required; Blue Technologies, Inc will submit a cost estimate for such work. If the customer authorizes such work, the customer will be billed for that work.

6. This Agreement covers only the equipment listed on the face hereof and does not cover any accessories not listed, it also only covers the equipment while located at the specified location. If the equipment is moved to another allocation, Blue Technologies, Inc may terminate this Agreement. Customer is required to immediately notify Blue Technologies, Inc upon installation of any additional equipment at Customer's site capable of using Blue Technologies supplied toner cartridges. Customer agrees to add this newly installed equipment to the agreement at the appropriate new cost determined by Blue Technologies, Inc.

7 At the end of the first year and once each consecutive twelve month period we may increase the base charge and overages charge by a maximum of 15% of the existing charge. Upon expiration of the initial term of this Agreement, this Agreement will automatically renew for successive one (1) year terms unless the Customer provides written notice of non-renewal at least ninety days (90) days before the end of the term.

8. This Agreement may not be assigned by the customer.

**Note: Trouble shooting printer calls may not involve the outsourced technology personnel at the schools.**

**Note: Blue Technologies will identify each machine as to whether toner is auto shipped or if it needs to be ordered by the user. (local & jet direct devices)**

9. If any part of a payment is not paid when due the customer agrees to pay a late charge of 2.0% per month on the unpaid balance. The customer also agrees to pay \$25.00 for each check returned for insufficient funds.

10. The Customer shall bear all risk of loss to the equipment or loss arising out of its use, Blue Technologies, Inc shall not be liable for any incidental or consequential damage from any cause whatsoever. Neither shall Blue Technologies, Inc be liable for any loser damage as a result of delay or failure to furnish service or failure of the equipment to operate properly.

11. The Base rate is the monthly fee charged under the terms of this Agreement. The customer agrees to pay a total sum equal to the Base Rate times the Agreement term. In the event of default by customer, Blue Technologies, Inc may accelerate the payments due under the terms of this Agreement and/or exercise any other rights granted by law.

12. This Agreement shall be governed by Ohio State law. If this Agreement is placed in the hands of an attorney for collection, customer shall be liable for all attorney's fees and costs of collection. Venue shall be in Cuyahoga County, Ohio.

13. For Color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at Blue Technologies, Inc's current network service rates.

14. This Maintenance Agreement covers only equipment listed on Schedule A. If the customer call Blue Technologies, Inc for correction of a problem related to the customer's computer network the customer will be charged Blue Technologies, Inc's then effective billing rate for that call.

15. Equipment covered under this agreement must be in good condition before it can be accepted for maintenance. Customer agrees to pay for a preventative maintenance check and for all parts and labor required to bring the equipment up to Blue Technologies, Inc and manufacturer's specifications.

16. This Agreement constitutes the whole agreement between Blue Technologies, Inc and the customer and may be amended only in writing signed by Blue Technologies, Inc and the customer.

17. Transition Billing: Blue Technologies, Inc at its discretions and in order to provide for a uniform billing cycle, may set the effective date of this agreement at our discretion within 30 days of effective date of this agreement. This payment for the transition period will be based on the base minimum usage payment pro-rated on a 30 day month and will be added to your first invoice.

18. Other than the obligations set forth herein, Blue Technologies, Inc DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. BLUE TECHNOLOGIES, INC SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS

19. All cancelled contracts with supplies included will have a final billing created for unused toner and developer left in machine at time of cancellation, at manufacturer's suggested retail pricing.

**20. After 1 year, If Norton City Schools are not satisfied with the service , Norton City Schools may request in writing 60 days notice to terminate the contract.**

**21. Billing during the months of June, July and August will be for actual volumes.**

Customer initials \_\_\_\_\_ Date \_\_\_\_\_ //

Created 9/26/11



Schedule A  
Equipment Details

Make/Model	Serial Number	Location
HP2300-1100L	CNBGG12054	10.20.40.22
HP LaserJet 2100	USGW023563	10.20.101.4
HP LaserJet 2100	USCD000403	10.20.40.17
HP LaserJet 2100TN	XXXXXXXXXX	10.20.101.15
HP LaserJet 2100TN	USGR201518	10.20.40.54
HP LaserJet 2100TN	USCB022598	10.20.96.18
HP LaserJet 2100TN	USGW023563	10.20.101.4
HP LaserJet 2200d	XXXXXXXXXX	10.20.40.1
HP LaserJet 2200se	CNGRG90944	10.20.33.159
HP LaserJet 2300L	CNBGG95709	10.20.32.100
<b>HP LaserJet 2300</b>		<b>Local Device</b>
<b>HP LaserJet 2300</b>	<b>CNBFC92631</b>	<b>10.20.64.17</b>
<b>HP LaserJet 2300</b>	<b>CNBFC72739</b>	<b>local device</b>
HP LaserJet 2420	CNDJC53417	10.20.40.34
HP LaserJet 2430t	CNGKK24545	10.20.40.2
HP LaserJet 4050	USBB299694	10.20.40.14
HP LaserJet 4050	USBB004792	10.20.32.13
HP LaserJet 4050	USBB299619	10.20.40.13
HP LaserJet 4200	USGNS37986	10.20.40.27
HP Laserjet 4200n	USDNM12539	10.20.32.11
HP LaserJet 4250dtnsl	CNRXR72222	10.20.60.12
HP LaserJet Enterprise 600 M601n	CNBCCCK1BQ	10.20.96.19
HP LaserJet Enterprise 600 M601n	CNBCCCK1BJ	10.20.64.85
HP LaserJet Enterprise P3015	VNBCCQ13N	10.20.32.12
HP LaserJet Enterprise P3015	VNB3S50247	10.20.40.45
HP LaserJet P1505n	CNBK501066	10.20.50.25
HP LaserJet P2015	CNB JL53688	10.20.101.11
HP LaserJet P2015d	XXXXXXXXXX	10.20.40.51
HP LaserJet P2015d	CNB JL43417	10.20.60.11
HP LaserJet P2055dn	CNB9061599	10.20.40.53
HP LaserJet P3005d	CNB1P04685	10.20.64.18
HP LaserJet P3005d	CNB1P05223	10.20.40.48
HP LaserJet P3005d	CND1S07636	10.20.40.49
HP Laserjet Pro M1536dnf	CND9D2MBM6	10.20.40.59
HP LaserJet Pro P1102w	VNB4809752	10.20.101.16
<b>Brother DCP 8060 MFP desktop</b>		<b>Local Device</b>
<b>Brother MFC7840</b>		<b>Local Device</b>
<b>Lexmark T622</b>		<b>Local Device</b>
Lexmark X646dte MFP	790CVF3	10.20.40.43
HP Color LaserJet 3500	CNBRC19287	10.20.40.41
HP Color LaserJet 3800dtn	CNWBFB06808	10.20.40.46
HP Color LaserJet 4500	JPHAF12619	10.20.33.77
<b>HP Color LaserJet 2600N</b>	<b>CNGC68916S</b>	<b>local device</b>
<b>HP Color LaserJet 2600n</b>	<b>CNGC64S2KV</b>	<b>local device</b>
<b>HP Color LaserJet CP2025</b>		<b>local device</b>
HP Color LaserJet CP2025dn	JPBFR14257	10.20.40.44
HP Color LaserJet CP2025n	CNGSD01978	10.20.98.147
HP Color LaserJet CP2025n	CNBS202400	10.20.64.15
HP Color LaserJet CP2025n	CNBS206707	10.20.40.25
HP Color LaserJet CP2025n	CNGSD01957	10.20.40.26
Customer initials	Date	//