



5657 COPLEY DRIVE  
SAN DIEGO, CA 92111  
P | 858.573.6300 F | 858.573.1962  
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SERVICE AGREEMENT  
REV12032014

CUSTOMER INFORMATION	COMPANY NAME - SHIP TO			COMPANY NAME - BILL TO		
	SCSD - Arundel Elementary School			San Carlos School District		
	ADDRESS			ADDRESS		
	200 Arundel Road			1200 Industrial Road, Unit 9		
	CITY	STATE	ZIP	CITY	STATE	ZIP
	San Carlos	CA	94070	San Carlos	CA	94070
	PRIMARY CONTACT		PHONE #		PO #	
	Jeanne Bartkowiak		650-508-7311			
	EMAIL		AP EMAIL		AP PHONE #	
	jbartkowiak@scsdk8.org		lceragioli@scsdk8.org		(650) 508-7333	

COST PER COPY (CPC)	BASE AND OVERAGE BILLING		<input checked="" type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY					
	INCLUDES PARTS, LABOR, AND SUPPLY ITEMS FOR THE TERM. ADDITIONAL PAGES SHALL BE BILLED AT THE OVERAGE RATE. THIS AGREEMENT DOES NOT COVER PAPER, LABELS, TRANSPARENCIES, OR STAPLES.									
	EQUIP ID	MODEL	SERIAL NUMBER	START METER BW	CLR	MONTHLY ALLOWANCE BW	CLR	OVERAGE RATE BW	CLR	SERVICE BASE MONTHLY
		5875						.0058		
		D95						.0058		
		3655X						.0199		
	SPECIAL BILLING INSTRUCTIONS									
METER COLLECTION METHOD		<input checked="" type="checkbox"/> 360 APP		<input checked="" type="checkbox"/> EMAIL		<input type="checkbox"/> FAX				

PRINTCARE	BASE AND OVERAGE BILLING		<input type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
	INCLUDES PARTS, LABOR, AND SUPPLY ITEMS FOR THE TERM. EQUIPMENT IS LISTED ON THE ATTACHED SCHEDULE A AND/OR B. ADDITIONAL PAGES SHALL BE BILLED AT THE OVERAGE RATE. THIS AGREEMENT DOES NOT COVER PAPER, LABELS, TRANSPARENCIES, OR STAPLES.						
	PRINTERS	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
			COLOR			COLOR	
		MONTHLY BASE			# OF UNITS		
	MFP'S	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
			COLOR			COLOR	
		MONTHLY BASE			# OF UNITS		
	SPECIAL BILLING INSTRUCTIONS						
	METER COLLECTION METHOD		<input type="checkbox"/> 360 APP		<input type="checkbox"/> EMAIL		<input type="checkbox"/> FAX

AUTHORIZATION	CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE FOR THE EQUIPMENT IDENTIFIED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. AGREEMENT TERM IS _____ MONTHS STARTING ON THE LATER OF NEW EQUIPMENT INSTALL DATE OR THE AGREEMENT SIGNATURE DATE BELOW. BY SIGNING, YOU ACKNOWLEDGE RECEIPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGE THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO OR CONTROLLER.		
	COMPANY		MRC Smart Technology Solutions
	AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE
	Robert Porter		
	PRINT NAME		PRINT NAME
	TITLE		TITLE
	Chief Operations Officer		CFO / CONTROLLER
	DATE	DATE	SALES REPRESENTATIVE
	6/17/15		



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<b>CUSTOMER INFORMATION</b>	COMPANY NAME - SHIP TO <b>SCSD - Brittan Acres Elementary School</b>				COMPANY NAME - BILL TO <b>San Carlos School District</b>			
	ADDRESS <b>2000 Belle Avenue</b>				ADDRESS <b>1200 Industrial Road, Unit 9</b>			
	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>		CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>	
	PRIMARY CONTACT <b>Dianne Mack</b>		PHONE # <b>650-508-7307</b>	AP CONTACT <b>Lisa Ceragioli</b>		PO #		
	EMAIL <b>dmack@scsdk8.org</b>		FAX	AP EMAIL <b>lceragioli@scsdk8.org</b>		AP PHONE # <b>(650) 508-7333</b>		

<b>COST PER COPY (CPC)</b>	BASE AND OVERAGE BILLING		<input checked="" type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
	INCLUDES PARTS, LABOR, AND SUPPLY ITEMS FOR THE TERM. ADDITIONAL PAGES SHALL BE BILLED AT THE OVERAGE RATE. THIS AGREEMENT DOES NOT COVER PAPER, LABELS, TRANSPARENCIES, OR STAPLES.						
	EQUIP ID	MODEL	SERIAL NUMBER	START METER BW CLR	MONTHLY ALLOWANCE BW CLR	OVERAGE RATE BW CLR	SERVICE BASE MONTHLY
		5875				.0058	
		D95				.0058	
		3655X				.0199	
SPECIAL BILLING INSTRUCTIONS							
METER COLLECTION METHOD		<input checked="" type="checkbox"/> 360 APP		<input checked="" type="checkbox"/> EMAIL		<input type="checkbox"/> FAX	

<b>PRINTCARE</b>	BASE AND OVERAGE BILLING		<input type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
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			COLOR			COLOR	
	MONTHLY BASE				# OF UNITS		
	MFP'S	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
COLOR				COLOR			
MONTHLY BASE				# OF UNITS			
SPECIAL BILLING INSTRUCTIONS							
METER COLLECTION METHOD		<input type="checkbox"/> 360 APP		<input type="checkbox"/> EMAIL		<input type="checkbox"/> FAX	

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	COMPANY <b>San Carlos School District</b>		<b>MRC Smart Technology Solutions</b>
	AUTHORIZED SIGNATURE <b>Robert Porter</b>		AUTHORIZED SIGNATURE
	PRINT NAME <b>Robert Porter</b>		PRINT NAME
	TITLE <b>Chief Operations Officer</b>		TITLE <b>CFO / CONTROLLER</b>
	DATE <b>6/17/15</b>		DATE SALES REPRESENTATIVE





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CUSTOMER INFORMATION	COMPANY NAME - SHIP TO <b>SCSD - Central Middle School</b>			COMPANY NAME - BILL TO <b>San Carlos School District</b>		
	ADDRESS <b>828 Chestnut Street</b>			ADDRESS <b>1200 Industrial Road, Unit 9</b>		
	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>
	PRIMARY CONTACT <b>Vickie Gamez</b>		PHONE # <b>650-508-7321</b>	AP CONTACT <b>Lisa Ceragioli</b>		PO #
	EMAIL <b>vgamez@scsdk8.org</b>		FAX	AP EMAIL <b>lceragioli@scsdk8.org</b>		AP PHONE # <b>(650) 508-7333</b>

COST PER COPY (CPC)	BASE AND OVERAGE BILLING		<input checked="" type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
	INCLUDES PARTS, LABOR, AND SUPPLY ITEMS FOR THE TERM. ADDITIONAL PAGES SHALL BE BILLED AT THE OVERAGE RATE. THIS AGREEMENT DOES NOT COVER PAPER, LABELS, TRANSPARENCIES, OR STAPLES.						
	EQUIP ID	MODEL	SERIAL NUMBER	START METER BW CLR	MONTHLY ALLOWANCE BW CLR	OVERAGE RATE BW CLR	SERVICE BASE MONTHLY
		5955				.0058	
		D95				.0058	
		D95				.0058	
SPECIAL BILLING INSTRUCTIONS							
METER COLLECTION METHOD		<input checked="" type="checkbox"/> 360 APP		<input checked="" type="checkbox"/> EMAIL		<input type="checkbox"/> FAX	

PRINTCARE	BASE AND OVERAGE BILLING		<input type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
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	PRINTERS	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
			COLOR			COLOR	
	MONTHLY BASE				# OF UNITS		
	MFP'S	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
COLOR				COLOR			
MONTHLY BASE				# OF UNITS			
SPECIAL BILLING INSTRUCTIONS							
METER COLLECTION METHOD		<input type="checkbox"/> 360 APP		<input type="checkbox"/> EMAIL		<input type="checkbox"/> FAX	

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	COMPANY <b>San Carlos School District</b>		<b>MRC Smart Technology Solutions</b>
	AUTHORIZED SIGNATURE <b>Robert Porter</b>		AUTHORIZED SIGNATURE
	PRINT NAME <b>Robert Porter</b>		PRINT NAME
	TITLE <b>Chief Operations Officer</b>		TITLE <b>CFO / CONTROLLER</b>
	DATE <b>6/17/15</b>		DATE SALES REPRESENTATIVE



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CUSTOMER INFORMATION	COMPANY NAME - SHIP TO			COMPANY NAME - BILL TO		
	San Carlos School District - District Office			San Carlos School District		
	ADDRESS			ADDRESS		
	1200 Industrial Road, Unit 9			1200 Industrial Road, Unit 9		
	CITY	STATE	ZIP	CITY	STATE	ZIP
	San Carlos	CA	94070	San Carlos	CA	94070
	PRIMARY CONTACT		PHONE #	AP CONTACT		PO #
	Lisa Ceragioli		(650) 508-7333	Lisa Ceragioli		
	EMAIL		FAX	AP EMAIL		AP PHONE #
	lceragioli@scsdk8.org			lceragioli@scsdk8.org		(650) 508-7333

COST PER COPY (CPC)	BASE AND OVERAGE BILLING		<input checked="" type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY					
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	EQUIP ID	MODEL	SERIAL NUMBER	START METER BW	CLR	MONTHLY ALLOWANCE BW	CLR	OVERAGE RATE BW	CLR	SERVICE BASE MONTHLY
		5875						.0058		
SPECIAL BILLING INSTRUCTIONS										
METER COLLECTION METHOD		<input checked="" type="checkbox"/> 360 APP		<input checked="" type="checkbox"/> EMAIL		<input type="checkbox"/> FAX				

PRINTCARE	BASE AND OVERAGE BILLING		<input type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
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	PRINTERS	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
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	MONTHLY BASE				# OF UNITS		
	MFP'S	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
COLOR				COLOR			
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SPECIAL BILLING INSTRUCTIONS							
METER COLLECTION METHOD		<input type="checkbox"/> 360 APP		<input type="checkbox"/> EMAIL		<input type="checkbox"/> FAX	

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	COMPANY		MRC Smart Technology Solutions
	AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE
	Robert Porter		
	PRINT NAME		PRINT NAME
	TITLE		TITLE
Chief Operations Officer		CFO / CONTROLLER	
DATE		DATE	SALES REPRESENTATIVE
6/17/15			





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CUSTOMER INFORMATION	COMPANY NAME - SHIP TO <b>SCSD - Heather Elementary School</b>			COMPANY NAME - BILL TO <b>San Carlos School District</b>		
	ADDRESS <b>2757 Melendy Drive</b>			ADDRESS <b>1200 Industrial Road, Unit 9</b>		
	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>
	PRIMARY CONTACT <b>Karen Sanchez</b>		PHONE # <b>650-508-7303</b>	AP CONTACT <b>Lisa Ceragioli</b>		PO #
	EMAIL <b>ksanchez@scsdk8.org</b>		FAX	AP EMAIL <b>lceragioli@scsdk8.org</b>		AP PHONE # <b>(650) 508-7333</b>

COST PER COPY (CPC)	BASE AND OVERAGE BILLING		<input checked="" type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
	INCLUDES PARTS, LABOR, AND SUPPLY ITEMS FOR THE TERM. ADDITIONAL PAGES SHALL BE BILLED AT THE OVERAGE RATE. THIS AGREEMENT DOES NOT COVER PAPER, LABELS, TRANSPARENCIES, OR STAPLES.						
	EQUIP ID	MODEL	SERIAL NUMBER	START METER BW CLR	MONTHLY ALLOWANCE BW CLR	OVERAGE RATE BW CLR	SERVICE BASE MONTHLY
		5875				.0058	
		D95				.0058	
		3655X				.0199	
SPECIAL BILLING INSTRUCTIONS							
METER COLLECTION METHOD		<input checked="" type="checkbox"/> 360 APP		<input checked="" type="checkbox"/> EMAIL		<input type="checkbox"/> FAX	

PRINTCARE	BASE AND OVERAGE BILLING		<input type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
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	COMPANY <b>San Carlos School District</b>		<b>MRC Smart Technology Solutions</b>
	AUTHORIZED SIGNATURE <b>Robert Porter</b>		AUTHORIZED SIGNATURE
	PRINT NAME <i>[Signature]</i>		PRINT NAME
	TITLE <b>Chief Operations Officer</b>		TITLE <b>CFO / CONTROLLER</b>
	DATE <b>6/17/15</b>		DATE SALES REPRESENTATIVE



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CUSTOMER INFORMATION	COMPANY NAME - SHIP TO <b>San Carlos School District - SPED / Preschool</b>			COMPANY NAME - BILL TO <b>San Carlos School District</b>		
	ADDRESS <b>2757 Melendy Drive</b>			ADDRESS <b>1200 Industrial Road, Unit 9</b>		
	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>
	PRIMARY CONTACT <b>Teresa Vergez</b>		PHONE # <b>650-508-7333 x947</b>	AP CONTACT <b>Lisa Ceragioli</b>		PO #
	EMAIL <b>tvergez@scsdk8.org</b>		FAX	AP EMAIL <b>lceragioli@scsdk8.org</b>		AP PHONE # <b>(650) 508-7333</b>

COST PER COPY (CPC)	BASE AND OVERAGE BILLING		<input checked="" type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY					
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		5875							.0058	
SPECIAL BILLING INSTRUCTIONS										
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	COMPANY <b>San Carlos School District</b>		<b>MRC Smart Technology Solutions</b>
	AUTHORIZED SIGNATURE <b>Robert Porter</b>		AUTHORIZED SIGNATURE
	PRINT NAME <b>Robert Porter</b>		PRINT NAME
	TITLE <b>Chief Operations Officer</b>		TITLE <b>CFO / CONTROLLER</b>
	DATE <b>6/17/15</b>		DATE SALES REPRESENTATIVE





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CUSTOMER INFORMATION	COMPANY NAME - SHIP TO <b>SCSD - Tierra Linda Middle School</b>			COMPANY NAME - BILL TO <b>San Carlos School District</b>		
	ADDRESS <b>750 Dartmouth Avenue</b>			ADDRESS <b>1200 Industrial Road, Unit 9</b>		
	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>
	PRIMARY CONTACT <b>Cori Carpenter</b>		PHONE # <b>650-508-7370</b>	AP CONTACT <b>Lisa Ceragioli</b>		PO #
	EMAIL <b>ccarpenter@scsdk8.org</b>		FAX	AP EMAIL <b>lceragioli@scsdk8.org</b>		AP PHONE # <b>(650) 508-7333</b>

COST PER COPY (CPC)	BASE AND OVERAGE BILLING		<input checked="" type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
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		D95				.0058	
		3655X				.0199	
SPECIAL BILLING INSTRUCTIONS							
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	COMPANY <b>San Carlos School District</b>		<b>MRC Smart Technology Solutions</b>
	AUTHORIZED SIGNATURE <b>Robert Porter</b>		AUTHORIZED SIGNATURE
	PRINT NAME 		PRINT NAME
	TITLE <b>Chief Operations Officer</b>		TITLE <b>CFO / CONTROLLER</b>
	DATE <b>6/17/15</b>		DATE SALES REPRESENTATIVE



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SERVICE AGREEMENT  
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CUSTOMER INFORMATION	COMPANY NAME - SHIP TO <b>SCSD - White Oaks Elementary School</b>			COMPANY NAME - BILL TO <b>San Carlos School District</b>		
	ADDRESS <b>1901 White Oak Way</b>			ADDRESS <b>1200 Industrial Road, Unit 9</b>		
	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>	CITY <b>San Carlos</b>	STATE <b>CA</b>	ZIP <b>94070</b>
	PRIMARY CONTACT <b>Sandi Piepmeier</b>		PHONE # <b>650-508-7317</b>	AP CONTACT <b>Lisa Ceragioli</b>		PO #
	EMAIL <b>spiepmeier@scsdk8.org</b>		FAX	AP EMAIL <b>lceragioli@scsdk8.org</b>		AP PHONE # <b>(650) 508-7333</b>

COST PER COPY (CPC)	BASE AND OVERAGE BILLING		<input checked="" type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
	INCLUDES PARTS, LABOR, AND SUPPLY ITEMS FOR THE TERM. ADDITIONAL PAGES SHALL BE BILLED AT THE OVERAGE RATE. THIS AGREEMENT DOES NOT COVER PAPER, LABELS, TRANSPARENCIES, OR STAPLES.						
	EQUIP ID	MODEL	SERIAL NUMBER	START METER BW CLR	MONTHLY ALLOWANCE BW CLR	OVERAGE RATE BW CLR	SERVICE BASE MONTHLY
		5875				.0058	
		D95				.0058	
SPECIAL BILLING INSTRUCTIONS							
METER COLLECTION METHOD		<input checked="" type="checkbox"/> 360 APP		<input checked="" type="checkbox"/> EMAIL		<input type="checkbox"/> FAX	

PRINTCARE	BASE AND OVERAGE BILLING		<input type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
	INCLUDES PARTS, LABOR, AND SUPPLY ITEMS FOR THE TERM. EQUIPMENT IS LISTED ON THE ATTACHED SCHEDULE A AND/OR B. ADDITIONAL PAGES SHALL BE BILLED AT THE OVERAGE RATE. THIS AGREEMENT DOES NOT COVER PAPER, LABELS, TRANSPARENCIES, OR STAPLES.						
	PRINTERS	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
			COLOR			COLOR	
	MONTHLY BASE				# OF UNITS		
	MFP'S	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
COLOR				COLOR			
MONTHLY BASE				# OF UNITS			
SPECIAL BILLING INSTRUCTIONS							
METER COLLECTION METHOD		<input type="checkbox"/> 360 APP		<input type="checkbox"/> EMAIL		<input type="checkbox"/> FAX	

AUTHORIZATION	CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE FOR THE EQUIPMENT IDENTIFIED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. AGREEMENT TERM IS _____ MONTHS STARTING ON THE LATER OF NEW EQUIPMENT INSTALL DATE OR THE AGREEMENT SIGNATURE DATE BELOW. BY SIGNING, YOU ACKNOWLEDGE RECEIPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGE THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO OR CONTROLLER.		
	COMPANY <b>San Carlos School District</b>		<b>MRC Smart Technology Solutions</b>
	AUTHORIZED SIGNATURE <b>Robert Porter</b>		AUTHORIZED SIGNATURE
	PRINT NAME <i>[Signature]</i>		PRINT NAME
	TITLE <b>Chief Operations Officer</b>		TITLE <b>CFO / CONTROLLER</b>
	DATE <b>6/17/15</b>		DATE SALES REPRESENTATIVE



## Service Agreement Terms and Conditions

1. This Agreement covers maintenance and all toner and ink cartridges (Supplies) provided by MRC necessitated by normal use of the Equipment by the Customer as listed on page one, Schedule A, and Schedule B (Equipment). Damage to the Equipment or its parts arising out of misuse, abuse, negligence, or causes beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reason outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must at all times conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. If access is denied for greater than fifteen (15) minutes, when the Customer initiated the request for service, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by MRC for the first 30 days from the Agreement Start Date. Analyst Services/Network Support beyond the initial 30 days is offered by MRC on a separate 360NetSync+ Support Agreement or billed hourly. More information on Network Support Services is available on our website [www.mrc360.com](http://www.mrc360.com).
2. Customer is required to notify MRC within one (1) week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this contract. Customer is required to fill out and submit an Add/Remove Equipment form to MRC within one (1) week of placement of new Equipment. If Equipment is being removed for retirement purposes, Customer must submit an Add/Remove form to MRC. For both additions and deletions of Equipment, Customer must print out and submit to MRC a configuration sheet generated from the Equipment showing the first or last meter count. The printer's Equipment ID# must be written on the configuration sheet along with the date printed if it is not printed as part of the configuration sheet. In the event a configuration sheet is not supplied to MRC before the next billing cycle, MRC will estimate the meter read based on the meter history of that Equipment. Configuration sheets may be emailed to MRC at [meters@mrc360.com](mailto:meters@mrc360.com) or faxed to 858-573-1962 with a proper cover sheet.
3. Supplies provided under this Agreement shall at all times remain the property of MRC. Customer may use the Supplies in the Equipment but Customer shall not have any ownership rights to the Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. Customer will notify an MRC officer in advance if it reasonably suspects its average page area coverage will regularly exceed 5% so that the Base Rate and Overage Rate will be increased to match the increase in Supplies usage. When a Customer's ordering or receipt of Supplies multiplied by the Manufacturer's standard yield of pages is higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination of this Agreement or pay for any Supplies not returned within five (5) business days.
4. Customer agrees to install the MRC approved remote meter collection software (360-App) on an approved server or network PC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide IT assistance as required to maximize the number of devices reporting remotely. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via direct fax at 858-573-1962 or emailed to [meters@mrc360.com](mailto:meters@mrc360.com). In the event meter reads are not reported for Equipment, MRC will estimate usage based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App is installed and reporting meters automatically, if Customer chooses not to install or maintain 360-App than a minimum \$25 fee will apply per billing cycle plus an additional \$2.50 per Equipment over ten pieces of Equipment.
5. Except as otherwise indicated herein, this Agreement is non-cancellable and will commence on the start date and remain in effect throughout the Term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis unless Customer provides MRC with written notice of its intent to cancel between 90 and 30 days before the end of the Term. Any extension will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire in the billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at \$7.98 per month or \$10.00 per order, whichever is less. Customer parking charges incurred by MRC Service Technicians will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis up to 10%. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11".
6. Customer shall indemnify and hold MRC harmless from, and Customer agrees to defend MRC at Customer's sole expense, against all suits, actions or proceedings in which MRC is made a defendant for any claim, demand, liability, and cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services under this Agreement. 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 their own willful misconduct, intentional or negligent acts. In no event shall either party be liable to the other for any special, incidental, indirect, consequential, or punitive damages in any way arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence), or due to non-performance, any breach of this Agreement, or any act of its employees or agents. The provision of this paragraph shall survive any termination of this Agreement. Other than the obligations set forth herein, MRC disclaims all warranties expressed or implied.
7. This Agreement shall be governed in accordance with the laws of the State of California, and the Parties submit to the jurisdiction of said state. Venue for any action between the parties shall lie in the District Court of San Diego. In the event either party shall bring any action to enforce or protect any of its rights against the other party, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith. MRC agrees to treat Customer's information on a confidential basis. MRC shall keep customary levels of all insurance types required by law for this industry. No modification of this Agreement shall be binding unless in writing and 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 be construed as valid and enforceable. This Agreement contains the entire agreement and understanding of the parties with respect to Service, Maintenance and Supplies. There are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or also embodied in any attached agreement. Any and all prior discussions, negotiations, commitments and understandings relating to Service, Maintenance or Supplies are merged herein. There are no conditions precedent to the effectiveness of this Agreement other than as stated herein, and there are no related collateral agreements existing between the parties, other than any agreement attached hereto.

Customer Initials   
REV 12032014

MRC initials \_\_\_\_\_