

RYAN

Business Systems, Inc.

Toll Free: (800) 842-1916

MAINTENANCE AGREEMENT

Salesperson JACK

Order Date 10 / 25 / 19

Customer:	Customer Account:	Equipment Location:	Customer Account:
Company: TOWN OF CANTON		Company: SENIOR SOCIAL SERVICES	
Address: PO BOX 168, 4 MARKET STREET		Address: 40 DYER AVENUE	
City: COLLINSVILLE State: CT Zip: 06022		City: CANTON State: CT Zip: 06019	
Contact: JESSICA DEMEO Phone#: 860-693-5811		Contact: JESSICA Phone#: SAME	
Email Address: JDEMEO@TOWNOFCANTONCT.ORG Fax #:	For each unit of Equipment listed, you shall select a meter read collection option and indicate specific contact and location (if different than above) in the space allotted in the table below or in any Addendum to this Agreement.		

Customer hereby orders maintenance service and RYAN Business Systems, Inc. ("RYAN") agrees to furnish such service for the personal property listed below ("Equipment") at the charges stated herein, in accordance with the terms and conditions specified herein and on the reverse side hereof.

Base Charge Billing Cycle	Consumables Inclusive	PO Required	Key to Meter Read Collection Options
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other YEARLY	<input checked="" type="checkbox"/> Toner (Excludes Clear) <input type="checkbox"/> Other _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	E = Email F = Fax IW = imageWARE Remote (certain models only) W = RYAN website
Excess Per Image Charge Billing Cycle	Coverage Plan	PO# _____	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other YEARLY	<input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet	Initial Contract Term	_____ to _____

Model	Serial #	Start Meter B & W Color	Covered Images per unit or Fleet included in Base Charge B & W Color	Per Image Charge in excess of Covered Images B & W Color	Base Charge per unit or Fleet	Meter Method
M3655IDN	R4P8Z28394		50,000	0	\$0.135	N/A
Contact: JESSICA		Phone #: SAME		Fax #:		
Equipment Location: SENIOR SOCIAL SERVICES		Email Address: SAME				
Contact:		Phone #:		Fax #:		
Equipment Location:		Email Address:				
Contact:		Phone #:		Fax #:		
Equipment Location:		Email Address:				
Contact:		Phone #:		Fax #:		
Equipment Location:		Email Address:				
Contact:		Phone #:		Fax #:		
Equipment Location:		Email Address:				
Subtotal from Supplemental Addendum						
ID#8949 INCLUDES ALL PARTS, LABOR, DRUM & TONER. EXCLUDES PAPER/STAPLES. OVE. @ \$.0135 PER IMAGE.					Subtotal	\$675.00
					Tax	\$0.00
					Total	\$675.00

BY SIGNING BELOW, CUSTOMER AGREES TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

ADDITIONAL TERMS AND CONDITIONS

1. **TERM OF AGREEMENT:** This Agreement is effective from the commencement date described on the reverse side hereof and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for the same successive period of time without the requirement of obtaining renewal signatures and upon the same Terms and Conditions as stated herein. The renewal shall be subject to any price/rate increase (not to exceed 10% per year), and at any twelve (12) month interval thereafter.

This Agreement may be terminated by either party on thirty (30) days written notice, effective at the end of the twelfth month of any annual term. Such termination shall affect only future obligations and liabilities and not any of the past liabilities or obligations. In the event of termination, all unused Toner that is included in this Agreement at no charge shall be returned to RYAN on demand. In addition, in the event that customer fails to return any unused consumable supplies at the end of this Agreement, RYAN reserves the right to invoice customer for such unused consumable supplies upon termination of this Agreement by either party. The customer shall not be entitled to any refund.

2. **SERVICE AND SUPPLIES:** All service under this Agreement will be performed by RYAN Technicians at the installation location identified on the reverse side hereof, Monday through Friday during the hours of 8:30 a.m. through 5:00 p.m., excluding RYAN observed holidays. Service under this Agreement includes replacement of all standard Parts and Drums required to maintain the Equipment in good operating condition in accordance with performance specifications, and labor necessary to make such replacement Parts, Drums and technical adjustments, cleaning and lubricating. External Panels, Paper Cassettes, Platen Covers, Trays and other similar items are not included. In the event that replacement Parts are no longer readily available from the original manufacturer of Equipment, RYAN shall be released from obligations pursuant to this Agreement. Any unearned portion of prepaid charges hereunder, may be refunded to the Customer.

Toner is included in this Agreement, to be delivered at accepted intervals in quantities as usage dictates, as determined by RYAN. Other consumable supplies such as; Paper, Staples and Waste Trays are not included in this Agreement. Title to all supplies furnished hereunder, including consumable parts such as drums, remains with RYAN. This Agreement does not include supply shipping costs.

Consumable supply usage is based on published manufacturer yields. Should customer's use of consumable supplies exceed the published yields for a particular piece of equipment by more than 10%, customer agrees to pay additional charges for such excess usage. Customer may purchase additional Toner from RYAN, if required during the term.

Customer shall provide meter readings to RYAN and inventory levels of consumable supplies at their site, upon request from RYAN.

3. **PAYMENT:** Payment is due within thirty (30) days of invoice date. If the customer fails to make such payment due hereunder: (1) RYAN may (a.) refuse to continue to service and/or provide parts and consumable supplies for the Equipment as identified on the reverse side hereof, until past due balance has been satisfied (b.) furnish service and/or parts and consumable supplies on a C.O.D. Per Call basis, at the price and rate then regularly charged by RYAN for such service and/or parts and consumable supplies. (2) The customer agrees to pay RYAN's costs and expenses of collection, including reasonable attorney's fees permitted by law.
4. **RECONDITIONING:** In the event that, in the sole discretion of RYAN, Equipment is in need of rebuilding or reconditioning such that basic maintenance cannot keep Equipment in satisfactory operating condition, RYAN will submit a cost estimate for such repairs, which will be in addition to ordinary maintenance charges provided herein. If such work is authorized by the customer, RYAN will provide a loaner unit (at no additional cost) while Equipment is being reconditioned. A separate invoice for the reconditioning work

will be rendered thereafter. If the customer does not authorize such reconditioning, RYAN may elect to terminate this Agreement after giving customer thirty (30) days written notice, and RYAN may continue to provide service on a per call basis, at the then current rates, if customer so elects.

5. **CHARGEABLE SERVICES:** (1) Labor, Parts, Drums, Toner and expenses necessary to repair damage caused by accident, misuse, abuse, neglect, theft, vandalism, improper voltage, power surges or outages, heating, cooling or humidity ambient conditions, fire, water, act of God, or use of supplies, parts, and software other than those provided by RYAN, service performed by personnel other than RYAN personnel, as well as, alterations made to Equipment, are not covered under this Agreement. A separate estimate will be provided for required work. (2) Emergency Service required by the customer to be performed outside RYAN's normal business hours, will be invoiced at RYAN's then current hourly rates for overtime labor. (3) Requirements for de-install, re-install or re-location of equipment are not covered under this Agreement. A separate estimate and invoice shall be rendered for such services which are outside of the scope of this Agreement. (4) Service Calls resulting from problems not connected with the equipment, such as; telephone or other lines connecting Equipment to a common carrier, may result in RYAN performing the service call at then current time and material rates. (5) All Network Calls are included during the first ninety (90) days of this Agreement. After the initial ninety (90) days, Network Calls that are unrelated to Canon Equipment will be invoiced at RYAN's prevailing rate for either Phone and/or On-site Support.

6. **KEY OPERATOR:** Customer will identify a key operator or key operators who will be trained by RYAN in the use and care of the equipment, at no additional cost to the customer. They shall be responsible for the following:(1) Operation of Unit - use of proper paper and paper loading procedures; periodic cleaning of scan and copy glasses; removal of minor paper jams (2) Placement of Service Calls - promptly notify RYAN via telephone, Fax or RYAN Website, by providing equipment ID#, current meter reading and nature of problem or error codes, as required by RYAN (3) Meter Reading Reporting - customer agrees to provide true and accurate meter readings by submitting to RYAN via RYAN Website, Email, Telephone or Fax, as required by RYAN. If accurate meter readings are not provided on a timely basis, RYAN reserves the right to estimate the meter reading from previous meter readings. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter reading.

As part of its Services, Customer acknowledges and agrees that RYAN may utilize the imageWARE Remote feature of the Equipment to receive software updates and transmit use and service data accumulated by the Equipment, over your network, by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement.

7. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State of Connecticut.
8. **ASSIGNMENT:** This Agreement is non-transferable by the customer, except with the written consent of RYAN.
9. **MISCELLANEOUS:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

All charges set forth on the reverse side hereof are exclusive of taxes.

10. **ELECTRONIC ACCEPTANCE:** Customer agrees that RYAN may accept an electronic image of this Agreement as an original, and that electronic copies of customer signature will be treated as an original for all purposes.

Customer Initials _____ Date _____

RYAN

Business Systems, Inc.

www.ryanbusiness.com

"A Family-Owned Business - With a Lot of Pride When It Comes to Service."

OUTBOUND

Booking Date: 10/11/19
Sales Rep: JACK

Pick-up Date: _____

Pick-up At: Ryan Business Systems
455 Governor's Highway
South Windsor, CT 06074

Delivery Date: 10/29/19

Deliver To: (Customer Name): TOWN OF CANTON

Address: SENIOR SERVICES, 40 DYER AVENUE,
CANTON, CT

Contact: JESSICA Tel #: _____

Pick-up Information: Hours: _____ Stairs: _____ Floor: BASEMENT

Elevator: _____ Loading Dock: _____ Building #: _____ Entrance: REAR

Lunch: _____ Prefer AM/PM: AM Special Instructions: REMOVE TA255 TO

Machine Information

RYAN BUSINESS
WAREHOUSE

Internal Site: SENIOR SERVICES

Model: M3655IDN Serial #: _____ Weight: _____

Internal Site: _____

Model: _____ Serial #: _____ Weight: _____

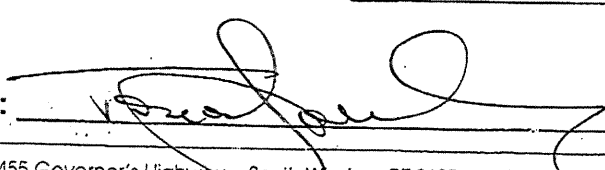
Internal Site: _____

Model: _____ Serial #: _____ Weight: _____

Internal Site: _____

Model: _____ Serial #: _____ Weight: _____

Total Weight: _____

Received By:  Date: 10/25/19

Corporate Office: 455 Governor's Highway • South Windsor, CT 06074 • 860/528-2881 • 800/842-1916 • Fax: 860/528-3512

Branch Office: 1 Oxford Road • Milford, CT 06460 • 203/877-7159 • 800/842-1916 • Fax: 203/877-7365

RYAN

Business Systems, Inc.

LEASE RETURN
XXXX RYAN OWNED

www.ryanbusiness.com

INBOUND

Booking Date: 10/11/19
Sales Rep: JACK

Pick-up Date: 10/29/19

Pick-up At:
Customer Name: TOWN OF CANTON

Address: SENIOR SOCIAL SERVICES
40 DYER AVENUE
CANTON

Contact: JESSICA DEMEO Tel #: 860-693-5811

Pick-up Information:

Hours: _____ Stairs: NO Elevator: _____

Loading Dock: _____ Building #: _____ Floor: BASEMENT

Lunch: _____ Entrance: REAR Prefer AM/PM: AM

Special Instructions: REMOVE & DISPOSE OF TA255 TO RYAN WAREHOUSE

*** Machine Information ***

S7147	Model: <u>TA255</u>	Serial #: <u>N681Y05146</u>	Meter: _____	Wt: <u>300LBS</u>
	Model: _____	Serial #: _____	Meter: _____	Wt: _____
	Model: _____	Serial #: _____	Meter: _____	Wt: _____
	Model: _____	Serial #: _____	Meter: _____	Wt: _____
	Model: _____	Serial #: _____	Meter: _____	Wt: _____
	Model: _____	Serial #: _____	Meter: _____	Wt: _____

Total Weight: _____

The following applies to removed CANON devices that incorporate HDD Technology only.

I _____, an employee of RYAN Business Systems, Inc. certify that I have performed the HDD Format "Initialize all Data" on the above detailed unit(s) that incorporate(s) HDD Technology.

RYAN Employee Signature _____ Date: _____

Witness Signature _____ Date: _____

Released By: [Signature] Date: 10/29/19