

RESOLUTION R-2020-22

A RESOLUTION AUTHORIZING THE MAYOR AND THE FISCAL OFFICER TO ENTER INTO A CONTRACT WITH COMDOC AND TO PROVIDE FOR THE LEASE AND SERVICE OF A PHOTO COPIER FOR USE BY THE VILLAGE AND RATIFYING PRIOR ACTIONS AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to section 731.14 of the Ohio Revised Code the Village is authorized to enter into a contract with a total value less than \$50,000.00 without competitive bidding; and

WHEREAS, ComDoc and has offered a photo copier lease and management agreement to the Village of Windham with a total cost less than \$50,000.00: and

WHEREAS, pursuant to direction from the Village Committee of Council the Fiscal Officer has obtained the attached photocopier agreement.

NOW THEREFORE BE IT RESOLVED, by the Council of the Village of Windham, Portage County, Ohio, two thirds (2/3rds) or more of the members thereto concurring that:

SECTION 1: That the actions of the Fiscal Officer in negotiating the attached agreement with ComDoc and are ratified, confirmed and approved.

SECTION 2: That the Mayor and the Fiscal Officer are hereby authorized to execute an agreement with ComDoc and in substantial conformity with the agreement attached hereto and marked for identification as Exhibit "A".

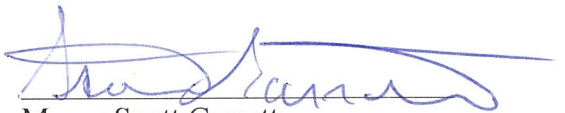
SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including §121.22 of the Revised Code of the State of Ohio.

SECTION 4: This Ordinance is declared an emergency measure becoming effective immediately upon its passage by Council and approval by the Mayor so as to approve the contract with ComDoc before the current lease term has expired.

First reading November 24, 2020

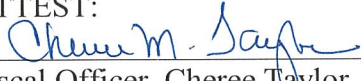
Passed on Second reading December 22, 2020

Vote of Council: Ayes: 6
 Nays: 0



Mayor Scott Garrett

ATTEST:

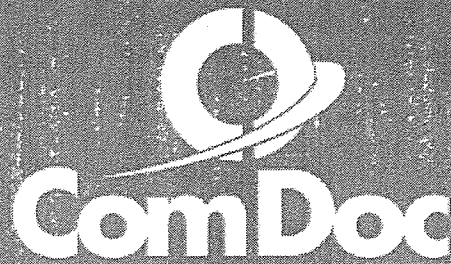


Fiscal Officer, Cheree Taylor

Approved as to form:



Solicitor, Thomas Reitz



A Xerox Company

At ComDoc it's our mission

To provide an unparalleled customer experience through the power of people, technology, and innovation.

DOCUMENT MANAGEMENT AGREEMENT

2020



Corporate Office: 8347 Pittsburg Avenue NW, North Canton, OH 44720
Phone: 800.321.1009 Fax: (330) 896.9217 Web: comdoc.com

Revised 1/8/2020



Non-Appropriation Addendum
To Document Management Agreement No. _____

BETWEEN
COMDOC, INC.
AND
VILLAGE OF WINDHAM
AS CUSTOMER

DATE OF DOCUMENT MANAGEMENT AGREEMENT: December 22, 2020

The parties wish to amend the above-referenced Agreement by adding the following language:

You hereby represent and warrant to Us that: (a) You have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of Your governing body to execute and deliver this Agreement and to carry out Your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to You, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by You only for essential governmental or proprietary functions of You consistent with the scope of Your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and Your need for the Equipment is not expected to diminish during the term of this Agreement; (e) You have funds available to pay contracted payments until the end of Your current appropriation period, and You intend to request funds to make contracted payments in each appropriation period, from now until the end of the term of this Agreement; and (f) Your exact legal name is as set forth on page one of this Agreement.

If either sufficient funds are not appropriated to make contracted payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate on, and You shall not be obligated to make contracted payments under the Agreement beyond, the last day of the then-current fiscal year for which funds have been appropriated. Upon such an event, You shall, no later than the end of the fiscal year for which contracted payments have been appropriated, deliver possession of the Equipment to Us. If You fail to deliver possession of the Equipment to Us, the termination shall nevertheless be effective but You shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted payments thereafter coming due that is attributable to the number of days after the termination during which You fail to deliver possession and for any other loss suffered by Us as a result of Your failure to deliver possession as required. You shall notify Us in writing within seven days after Your failure to appropriate funds sufficient for the payment of the contracted payments or (to the extent required by applicable law) this Agreement is not renewed and attach evidence of such non-appropriation, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to You.

The parties wish to amend the above-referenced Agreement by restating the following language:

Sentence 6 in the last paragraph on page 1 is hereby amended and restated as follows: "You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and supersedes any purchase order, invoice, request for proposal or other related document and that they may be modified only by written agreement and not by course of performance."

Sentence 2 and 4 in the "Automatic Agreement Renewal" paragraph are hereby amended and restated as follows: "The written notice must be received at least 30 days prior to the expiration of this Agreement term." "If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the Equipment

after providing notice, this Agreement will automatically renew for succeeding month-to-month terms commencing at the expiration of the original term."

The "Indemnity" paragraph is hereby amended and restated as follows: "As between You and Us, and to the extent permitted by law and legally available funds, You shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that You shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after You have surrendered possession of the Equipment in accordance with the terms of the Agreement to Us or that arise directly from Our gross negligence or willful misconduct. This obligation will continue even after the termination of this Agreement."

Sentence 2 in the "Assignment" paragraph is hereby amended and restated as follows: "You agree that We may assign this Agreement without notice to or consent from You, and You waive any right You may have to such notice or consent."

Sentence 7 in the "Default" paragraph is hereby amended and restated to remove attorney fee language.

Sentence 1 in the "Legal Venue" paragraph is hereby amended and restated as follows: "This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state where You are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum,"

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon acceptance of the Equipment, title to the Equipment shall be in your name, subject to the interest under this Agreement.

Any provision of this Agreement stating that you grant us a security interest in the Equipment of secure all amounts owed to us under any agreement is hereby amended and restates as follows: "to the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under the Agreement, and authorize us to file a UCC-1 financing statement.

Any provision in the Agreement requiring You to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

This Non-Appropriation Addendum is hereby made a part of and incorporated into the Document Management Agreement referred to above as of this 22nd day of DECEMBER, 2020.

(ComDoc)

Village of WINDHAM
(Customer)

By: _____

By: Cher M. Sajon

Title: _____

Title: FISCAL OFFICER

Ohio Statutory Certificate¹

Re: That certain Document Agreement dated as of 10/27/2020 between Village of Windham and ComDoc (hereinafter, the "Agreement")

The undersigned, as the fiscal officer (as such term is defined in O.R.C. § 5705.01) of the Customer, hereby certifies that the money required for the payment of the obligations of the Customer under the above-referenced Agreement during Customer's current fiscal year have been lawfully appropriated for such purposes and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with O.R.C. § 5705.41.

Dated: 10/27/2020

By: Cherrie M. Taylor
Print name: CHERRIE M. TAYLOR
Title:² FISCAL OFFICER

¹ Required for all local governmental entities with taxing powers, including counties, municipal corporations, townships, cities, fire districts, ambulance districts, medical service districts and other local governmental districts.

² Fiscal officers would be as follows: county auditor for a county; city auditor or village clerk or officer who by charter has duties and functions of city auditor or village clerk for a municipal corporation; township fiscal officer for a township. For other governmental entities, the customer needs to confirm the officer considered the fiscal officer for purposes of O.R.C. § 5705.01.



We have written this Document Management Agreement (the "Agreement") in simple and easy-to-read language because we want you to understand its terms. Please read this Agreement carefully and feel free to ask us any questions you may have about it. We use the words You and Your to mean the customer. The words We, Us and Our refer to ComDoc.

Legal Customer Name		Mailing Address	
Village of Windham		9083 N Main St	
City	County	State	Zip
Windham	PORTAGE	OH	44288-1022
Equipment Location, if other than customer's address above		Address	
City	County	State	Zip

Federal Taxpayer ID: 34-6003098

1. We agree to provide to You the Equipment listed in 3 below and You promise to pay Us the minimum monthly payment in 2 below according to the following pricing.

2. Minimum Monthly Payment: \$330.00 Term of Agreement 60 Months

<p>Black Impressions</p> <p>Up to <u>3,333</u> black impressions per month</p> <p>Additional black impressions at \$ <u>0.00646</u> per impression.</p>	<p>Color Impressions</p> <p>Up to <u>333</u> color impressions per month</p> <p>Additional color impressions at \$ <u>0.04880</u> per impression.</p>
<p>Black Managed Print Impressions</p> <p>Up to <u>0</u> black MP impressions per month</p> <p>Additional black impressions at \$ <u>0.00000</u> per impression.</p>	<p>Color Managed Print Impressions</p> <p>Up to <u>0</u> color MP impressions per month</p> <p>Additional color impressions at \$ <u>0.00000</u> per impression.</p>

3. Equipment covered by this Agreement: SEE ATTACHED SCHEDULE A (Signed by Officer)

(1) 7035, (1) 405, (1) 7030

If any taxes are due, You agree to pay the tax in addition to Your monthly payment. Payments are due monthly beginning _____ and continue on the same day of each month until fully paid. You agree to pay for the monthly minimum number of impressions at the base charge per impression, even if You produce less than the minimum number of impressions. An impression is defined as a standard 8.5" x 11" print/copy. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name. You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Agreement cannot be terminated except as provided for in this Agreement. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Agreement. We have no obligation to You until We accept this Agreement by signing below. No separate amendments to this contract are valid unless signed by a ComDoc Corporate Officer.

Accepted on: _____
 X
 (ComDoc Acceptance)

Dated DECEMBER 22, 20 20
 X Chelsea M. Taylor
 (Customer Acceptance)
CHERRIS M. TAYLOR
 (Printed Name)
FISCAL OFFICER
 (Title)



(Continued from page 1 of 3)

- 4. **Transition Billing:** In order to facilitate a uniform billing cycle, this Agreement will begin within 30 days of the Equipment's installation date ("Effective Date"). You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment will be based on the minimum monthly payment prorated on a 30-day calendar month and will be added to Your first invoice.
- 5. **Additional impressions:** You agree to notify Us of meter readings upon request. Meters will be reconciled quarterly and You will be billed for any additional impressions based on the additional impression rate. If impressions are not included, meters will be reconciled on a monthly basis based on actual usage. We have the right to invoice estimated meter reads or assigned volumes based on industry benchmarks if actual meter reads are not available.
- 6. **Late Charge:** If any part of a payment is more than 10 days late, You agree to pay a late charge of 10% of the scheduled payment.
- 7. **Automatic Agreement Renewal:** You shall provide Us written notice with Your intention to exercise Your option to return all, but not less than, all of the Equipment covered under this Agreement. The written notice must be received no less than 90 days, but not more than 120 days prior to the expiration date of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with paragraph 10. If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-year periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires.
- 8. **Ownership of Equipment:** We are the owner of the Equipment and have title to the Equipment. You agree to keep the Equipment free and clear of all liens and claims.
- 9. **Warranties:** We pass along to You all manufacturer warranties on this Equipment. **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE.** ComDoc shall in no event be liable for any indirect, special or consequential damages or lost profits suffered or claimed to have been suffered by Customer as a consequence of any deficiency or insufficiency therein and/or in any services, supplies or spare parts provided to Customer by ComDoc. ComDoc's liability to Customer, if any, shall in no event exceed the total amount paid to ComDoc hereunder by Customer.
- 10. **Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any place We designate. You will prepay all expenses of crating and shipping and You will properly insure the shipment.
- 11. **Loss; Damage; Insurance:** You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have US and Our assigns named as lender's loss payable. You also agree to maintain public liability insurance covering both personal injury and property damage and You shall name US and Our assigns as additional insured. You agree to provide US certificates or evidence of insurance acceptable to Us, before this Agreement term begins. If You do not provide Us with acceptable evidence of insurance, We may, but will not be required to either 1) obtain such insurance for You and You will pay Us for the insurance premiums and related charges on which We may make a profit, or 2) We will add a monthly fee as a result of Our administrative costs and credit risk, on which We may make a profit.
- 12. **Indemnity:** You agree to reimburse Us for and to defend Us against any claim for losses or injuries caused by the Equipment. This indemnity obligation will continue even after the termination of this Agreement.
- 13. **Taxes and Fees:** You agree to pay a one-time documentation fee, all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the possession or use of the Equipment as part of this Agreement or as billed by Us. You agree that if We pay any taxes or charges on Your behalf, You shall reimburse Us for all such payment. You agree that We have the right to bill applicable personal property taxes on an annual basis, with an administrative fee. You also agree to reimburse Us upon demand for any filing, releasing and associated fees incurred by Us in connection with any UCC financing statements or other filings. We may make a profit on any fees.
- 14. **Assignment:** You have no right to sell, transfer, or assign the Equipment or this Agreement. You agree that We may assign this Agreement without notice. If We do assign this Agreement, the new owner will have the same rights and benefits that We have now and ComDoc remains responsible for all of the obligations committed in this Agreement and the assignee is not responsible for such obligations. You agree not to assert against the new owner, assignee or secured party any claim, defense or right of offset that You may have against Us.
- 15. **Default:** This Agreement may not be prepaid and is non-cancelable, except as stated in the Accountability Guarantee. If You do not pay any payment when due or if You break any of Your promises in this Agreement, You will be in default. We agree to provide You with written notice and a 15-day period of time to remedy the situation before exercising this clause. If You default, We can require and You will immediately pay the remaining payments under this Agreement and, at Our option, pay to Us an amount equal to Our residual interest in the Equipment as indicated by Our records or return the Equipment to Us pursuant to Section 10. It is further agreed that Your rights and remedies are governed exclusively by this Agreement. We can also use any of the remedies available to Us under the Uniform Commercial Code. If We refer this Agreement to an attorney for collection, You agree to pay Our reasonable attorney's fees and actual court costs. If We have to take possession of the Equipment, You agree to pay the cost of repossession. You agree that We will not be responsible to pay You any consequential or incidental damages for any default by Us under this Agreement.
- 16. **Other Rights:** You agree that any delay or failure to enforce Our rights under this Agreement does not prevent Us from enforcing any rights at a later time.
- 17. **Finance Lease:** You agree that this Agreement is a Finance Lease under Article 2A of the UCC. To the extent permitted by applicable law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that this Agreement constitutes a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC-1 financing statement or similar instrument in order to protect Our interest in the Equipment. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing returns associated with any taxes, so long as the filing does not interfere with Your right to use the Equipment.
- 18. **Legal Venue:** This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state of Ohio or the state of its assignee's principal place of business, as elected by Us or Our assignee. Both parties agree to waive their right to a jury trial.
- 19. **Miscellaneous:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart that is marked "Original" and is in our possession shall constitute chattel paper under the UCC. The parties further agree that this Agreement and any related documents hereto may be authenticated by electronic means and You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied, or electronically transmitted signature and Our original signature (whether affixed by or on behalf of Us) and held by Us will be the sole "original" chattel paper and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.
- 20. **Accountability Guarantee:** For the Equipment in Section 3 that we service, should You experience more than three (3) emergency service calls per month on provided Equipment for three (3) consecutive months (preventative, operator error, or volume-related issues excluded), We will: 1. Within 30 days written notice from You to our Branch Manager of any Equipment failure, at Our option We will either repair the Equipment to correct the problem or replace the item of Equipment with one of comparable features. 2. We will have thirty (30) days to correct the problem. If We fail to correct the problem or replace the Equipment, then You may cancel this particular unit(s) with no further obligations for it after return of the Equipment and payment of all invoices through the date of removal and final meter reconciliation. This Agreement or any portion thereof is non-cancelable for any other reason.
- 21. **USA Patriot Act Notice:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity.

Customer Initials

CT

Date

12/22/2020



Our Agreement also covers the following:

- a. Full Maintenance covering all devices identified in Section 3 on Page 1 or Schedule A (hereinafter the "Equipment"). Full maintenance includes all parts, labor, and travel. We can also provide non-hardware related support on a time and material basis.
- b. All Toner/Ink. All supplies We provide are not for resale, and You agree to return to Us any supplies not used. We may charge You a monthly supply freight fee to cover Our costs of shipping supplies to You. Delivery of supplies above manufacturer's suggested yields for Your impression volume may result in increased charges.
- c. If this Agreement includes managed print services, printers will be identified on Addendum A. In order to add a printer to this Agreement, You will provide Us a printer configuration page which includes the printer model, serial number and current print meter. All like models will be included in this Agreement. If We discover a printer that is not part of this Agreement, You agree to add the printer to this Agreement and begin paying the cost per page (or flat rate, if not networked) in effect from the current meter read. You will notify Us of any additional printers at Your site capable of using toner cartridges that We provide. In the event that a printer model is added, but the model is not a like model, You agree that We can add this printer at the current pricing levels in effect for that particular model.
- d. We will provide, at Your written request, semi-annual printouts of service histories on all Equipment covered by this Agreement to verify that no unit has fallen below the reliability standards specified in this Agreement.
- e. Your minimum monthly payment and overage amount, if any, are defined on page 1 of this Agreement. We may increase Your minimum monthly payment by no more than ~~5~~ percent per year, and Your overage amount by no more than ~~10~~ percent per year, effective on each anniversary date of the Agreement. 0% initial CT 3% initial CT
- f. This agreement includes FM Audit software licenses for the term of this Agreement. You agree that if You opt out of utilizing FM Audit You will register and submit monthly meter reads via the ComDoc website at my.comdoc.com.
- g. We provide a thirty (30) day warranty (from the date of install) on professional services performed during the implementation of Your Equipment. During the warranty period there will be no charge for additional onsite support. We will provide additional professional services and support, either in person or remotely, beyond the thirty (30) day warranty on a time and material basis.
- h. You agree to use Our 3-step remote connectivity process that will allow Us to proactively install Your network information on the Equipment prior to delivery to Your location. 1) We will contact your IT resource for Your primary network information, 2) We will assist your IT resource in loading the necessary print drivers on Your server for up to 5 individual computers, 3) We will remove your existing devices when your new Equipment is installed. During this process, if You have any questions or need assistance, please contact our Customer Support Team at 800-321-4846.

Elizabeth Derthick

adminasst@windhamvillage.com

(330) 326-2622

IT Resource Name

IT Resource Email

IT Resource Phone Number

i. If You choose on-site installation, We will charge You \$ 0.00 for this service. CT (Customer's Initials)

j. You acknowledge that this Agreement includes the following software and/or other items and related maintenance and support for the terms indicated below.

<u>Description</u>	<u># of Months Included in Contract</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

Any additional software not listed above or maintenance and support beyond the term indicated above are in addition to this Agreement. You will be billed for Software support at the then current rate that is beyond the initial number of months included above until you notify us of support cancellation. If software is included in this agreement, you agree to pay the Minimum Monthly Payment in Section 2 on page 1 of 3 even if the software has not been installed and/or the scope of work has not been completed. Any other professional services and analyst coverage in addition to an initial statement of work and install warranty will be provided on a billable time and material basis.

Customer Initials

CT

Date

12/22/2020



ComDoc Connect

Customer Information and Requested Services

Customer: Village of Windham
Address: 9083 N Main St
 Windham, OH 44288-1022
Billing Phone Number: (330) 326-2622
Network Administrator: Elizabeth Derthick
Admin. Phone Number: (330) 326-2622
Admin. Email Address: adminasst@windhamvillage.com
Alternate Contact: _____
Alt. Contact Phone Nbr: _____
Authorized Signer: _____
Authorized Signer Phone Nbr: _____
ComDoc Prof. Services Engineer: _____

Sales Rep: mtokarz
Covered services (check ALL that apply)
 Standard Network Print Connection
 Number of Workstations _____
 Operating System _____
 Standard Scanning Option
 Number of Workstations _____
 Operating System _____
 Scan to Email Scan to Folder
 Fax Option (PC Fax) Internet Fax

List Equipment or Xerox Model Numbers: (Attach separate sheet for additional locations.)

(1) 7035, (1) 405, (1) 7030

Support Services

- The equipment listed above is covered under **ComDoc Connect**, ComDoc's Connectivity Remote Support agreement. This agreement covers the services of our Professional Service Engineers in supporting the connectivity of the office equipment purchased or leased from ComDoc and listed above.
- ComDoc Connect** remote services provide continued support for the printing, scanning and connectivity functions of multi-functional products originally installed under ComDoc's Installation.
- ComDoc will provide our highest level resources to support your individual connectivity requirements. Our Professional Services Team will assist your Network Administrator, IT Support Staff and office personnel to resolve any issues with connectivity, printing, scanning and/or faxing for the equipment covered under this agreement. Our Team's goal is to help resolve any problems promptly to help your staff be more productive and operate more efficiently.
- It is the responsibility of the customer to perform all necessary operating system and application updates to the computers and/or servers. The customer is also responsible for performing system and data backups of all computers and servers. ComDoc bears no responsibility for any damage done to, or for information lost from said PC's, servers, or other network hardware.
- ComDoc Connect** remote services do not include equipment relocation or reinstallation. Also not included under **ComDoc Connect** are equipment failures, maintenance or malfunctions, which are covered under a separate agreement. Support for document management software, EIP solutions (Scan to PC, ScanFlowStore, Docushare, etc.), scanning software, forms management applications, computers, servers and networks is also not included under **ComDoc Connect**.
- ComDoc Connect** remote services are provided during normal business hours, 8 am to 5 pm, Monday through Friday, except on holidays.
- ComDoc Connect** remote services provided after hours, or on weekends or holidays, if available, will be billed at the standard rates in effect at the time the service call is performed.

ComDoc Agreement Clarifications

On-going ComDoc Connect support includes:

- Remote support for printing and scanning issues *
- Replacement of corrupted print and/or scan drivers
- Installation of firmware updates for connected product
- New version releases of print and/or scan drivers
- Support for configuration of multi-functional systems
- Installation and testing of system upgrades & software **

Customer Responsibilities:

- Maintain proper power and telephone line, if applicable
- Provide active network connection near equipment
- Provide all network cables
- Provide proper credentials for print/scan setup
- All computer & server data backups completed
- All updates and service packs to computers completed

* Onsite support may incur further costs

** System upgrades and software must have been purchased from ComDoc to be installed and tested under this agreement

Covered Operating Systems and Applications

Workstation Operating Systems: Win XP, Win 7, Win 8.1, Win 10, MAC 10.5, 10.6, 10.7, 10.8, 10.9

Networking Operating Systems: Win 2003 (32 or 64 bit), Win 2008 (32 or 64 bit), Win 2011 (32 or 64 bit), Win 2012 (32 or 64 bit), MAC OSX

Miscellaneous Terms and Conditions

All third party application support is provided on a billable, best effort basis. Best effort is based upon ComDoc's experience, ability to contact the customer's vendor support, and customer knowledge. ComDoc makes no representation of any ability to support best effort applications. In support of software applications and other ancillary products, customer may incur third party vendor technical support charges. This agreement shall not apply to any system failures resulting in whole or part from accident, abuse, misuse, theft, neglect, computer viruses, acts of third parties, fire, water, excess heat or cold, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances. ComDoc may withhold service or support or terminate this Agreement if customer fails to comply with any of the items or conditions of this agreement, or is thirty days past due on any ComDoc invoice. This Agreement is not transferable, nor refundable. Contract is subject to an annual increase. The Effective Date of this contract will be the 1st day of the month following the equipment delivery or contract signature date. This agreement may be prorated to run coterminous with your current contracted equipment.

Confidentiality

All disks, tapes, media, process reports and information of any nature that are made available by the Customer, or that become available to ComDoc by virtue of this Agreement or the relationship created by this Agreement, shall be held in strict confidence by ComDoc. Such confidential disclosures that are made or such confidential information that become available to ComDoc are subject to the confidentiality clause.

ComDoc Connect Fees

ComDoc Connect Support Services rate

1st to 20th MFP Units	3	@	\$100 per unit per year	=	\$300
21st to 40th MFP Units	0	@	\$90 per unit per year	=	\$0
Additional MFP units at 41st +	0	@	\$50 per unit per year	=	\$0
			TOTAL	=	\$300

Conclusion

Upon Approval by ComDoc, this Agreement will renew automatically for succeeding one-year periods commencing on the expiration of the original term, unless Customer notifies ComDoc within 30 days prior to the expiration date of this Agreement or any subsequent renewal periods.

Approved X _____

Date _____

Declined X

Cherise M. Taylor

ComDoc Connect has been explained and we understand the limitations of this agreement

Date 12/22/2020

ComDoc Officer Approval: _____

Date _____

