

Terms & Conditions: Managed Print Services - Annual Usage

Device Identification

Aztec shall locate all devices covered under this agreement and place an identification tag on each device. Once tagging is complete, the fleet list will be provided back to customer and will serve as Addendum A. Aztec's identification number shall be used by the client when requesting service.

Consumables

Annual Usage Programs: Customer agrees to purchase all consumable supplies required for the operation of the equipment listed in Addendum A from Aztec for the duration of the contract. Aztec shall provide customer the supplies on an as needed basis.

Addition or Deletion of Devices

Customer may add or delete equipment from this agreement by notifying Aztec in writing/email.

Billing

Aztec will bill the customer the agreed upon charges for the duration of this agreement and customer agrees to pay Aztec these charges for the duration of the agreement.

Services: Aztec shall perform the following services:

- 1. Inventory Management- Aztec shall supply toner cartridges and consumables for monochrome and color devices.
- 2. Repair & Maintenance- Aztec shall provide and replace all parts, including maintenance kits that are not sold as consumable items by the OEM. Aztec will provide all labor required to maintain the covered devices in good working condition.
- 3. Exclusions from Service- The following areas are specifically excluded from this agreement: (I) Repairs to correct damage that existed prior to the commencement date of this Agreement. (ii) Repairs required as a result of malfeasance, intentional misconduct, gross negligence by customer, and/or acts of god. (iii) Repairs to, or caused by, components added to a covered device after commencement of this Agreement that have not been added to the agreement. (iv) Network or local connectivity issues. Any network related issues will be billed at Aztec's standard service rate. (v) Repairs resulting from usage of labels, transparencies, or media that is outside the manufacturer's specifications. (vi) Additional memory, paper trays, duplexers, envelope feeders, and finishing devices (stackers, staplers, mailboxes, etc.) and replacement parts that are not available from the manufacturer. (vii) Repairs with a value equal to or greater than 50% of the value of the equipment being serviced.
- 4. Monitoring Software- Aztec will provide and install device monitoring software that will be used to provide real time data on service alerts and page volumes.

Payment Terms

Payment terms are net 30 days. Sales, use, and other taxes will be added if applicable.

Renewal/ General

The agreement will automatically renew at the end of the initial term unless canceled by either party.

This agreement is subject to the following general provisions. (i) This agreement sets forth all promises, agreements between the parties. (ii) No modification, addition, or waiver of any of the terms and conditions herein shall be effective unless in writing and signed by both parties. (iii) This agreement shall be governed by the laws of the State of Connecticut.



Date:

Managed Print Services Agreement: Annual Usage

Contract Date: 7/1/2016 -6/30/2017 Client: TOWN OF CANTON Address: 4 MARKET STREET, COLLINSVILLE, CT 06022 Primary Contact: Amy O'Toole Black CPC: Annual Usage: Color CPC: Client Signature: Name: Title: