



Cost Per Image Agreement

AGREEMENT NO.

147 Delta Dr, Pittsburgh, PA 15238-2805
Phone: 412.586.7191 Fax: 412.918.1957

The words you and your refer to Customer. The words Owner, we, us and our refer to The Wilson Group, LLC.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER. Rows include SHARP MX-3071, SHARP MX-4071, POSTBASE MINI, and HP CHROMEBOOK 11.

See the attached Equipment Schedule See the attached Group Billing Schedule

TERM AND PAYMENT SCHEDULE

Table showing Term in Months (60), Monthly Base Payment Amount* (2687.65), and various payment inclusions with overages.

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER

Signature line for The Wilson Group, LLC with fields for OWNER, SIGNATURE, TITLE, and DATED.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

Signature line for Customer with fields for CUSTOMER, SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. # PRINT NAME

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

Signature line for Customer with fields for CUSTOMER, SIGNATURE, TITLE, and DATE OF DELIVERY.

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If the Equipment is delivered on any day other than the 15th day of a month, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the next following 15th day of the month. We may charge you a one-time origination fee of \$125.00. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. We may charge you a fee for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.

2. **NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**

3. **PAGE CHARGES AND OVERAGES.** You are entitled to make the total number of pages shown under included Pages per month each month during the term of this Agreement. If you make more than the included pages in any month, you will pay us an additional amount equal to the number of the excess pages made during the month multiplied by the applicable Overage Per Page Charge. Regardless of the number of pages made in any month, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of pages used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess pages upon receipt of actual meter readings. You agree that the Base Payment Amount and the Overage Per Page Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the service portion of the Base Payment Amount and the Overage Per Page Charges (and, at our election, the service portion of the Base Payment Amount and Overage Per Page Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges.

4. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

5. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

6. **POSTAGE DEVICES:** Postage measurement devices referenced herein which are subject to a rental agreement between you and FP Mailing Solutions, Inc. ("FP") are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with FP. You will need to reference your rental agreement with FP for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe FP under the rental agreement.

7. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

8. **LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

9. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

10. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

11. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion:

(A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium and an insurance fee which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum.

(B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

12. **TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees (including personal property tax) relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

13. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

14. **DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment, and may require you to stop using any software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

15. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

16. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

17. **MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.



EQUIPMENT/SUPPLY ORDER FORM

147 Delta Drive
Pittsburgh, PA 15238

KW23

Order Date	Promise Date	Install Date

PHONE: 412-586-7191 FAX: 412-918-1957

SHIP TO ATTN:	ANNE CLARK	CUST #		BILL TO ATTN:	SAME	CUST #	
COMPANY	WESTINGHOUSE ARTS ACADEMY CHARTER SCHC			COMPANY			
ADDRESS	320 MARGUERITE AVE			ADDRESS			
CITY STATE ZIP				WILMERDING, PA 15148			
PHONE	412-646-1718	FAX		PHONE		FAX	
KEY OP / METER Contact	ADAM BARBEE			EMAIL:			
SPECIAL INSTRUCTIONS:							

ARE STAIRS INVOLVED? YES _____ TRAINER NEEDED _____ 20 AMP POWER INSTALLED: _____
 # OF FLIGHTS: _____ 4 _____ YES X _____ YES X _____
 NO _____ NO _____

EQUIPMENT/SUPPLY	INVOICE NO.	(NEW/DEMO/RECONDITIONED)	METER	New		
QTY	PRODUCT NO	DESCRIPTION	NDR	SERIAL NUMBER	UNIT PRICE	EXTENSION
3	MX-3071	30PPM MFP	CPO			
2	MX-4071	40PPM MFP	CPO			
273	561256	HP CHROMEBOOKS	NEW			
27		HP CHROMEBOOKS (DONATED)				

Nature of Business	Purchase	EQUIPMENT SUBTOTAL
SIC Code	Rental	SALES TAX (X)% EXEMPT CERT. ATTACHED ()
Monthly Usage	Lease XXX	LESS DEPOSIT (To Be Submitted with order)
Source of Sale	C.O.D.	BALANCE DUE

The customer acknowledges that he has read this agreement, understands and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications and prior agreements between the parties relating to the subject matter of this agreement. The terms of this agreement may not be amended, modified or rescinded except by written instruments signed by both parties.

AUTHORIZED BY: _____ TITLE: _____ DATE: _____

SIGNATURE: _____ P.O. NO. _____

SALES REPRESENTATIVE: Gerald R. Johnson SR. NO. _____

TITLE: Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under this Agreement, you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the equipment, (b) anything attached or added to the Equipment at any time (c) any money or property from the sale of the Equipment and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement is changed in any way. You hereby appoint us (or our agents) as your true and lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agent) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign financing statements in order for us to publicly record our security interest. This Agreement or a copy of this Agreement shall be sufficient as a financing statement and may be filed as such.

TERMS AND CONDITIONS OF SALE

Equipment/Supply Order Form - page 2

- 1) **Definitions.** The following definitions shall apply throughout these terms and conditions. "Customer" means the Purchaser designated with this order. "Equipment" means the hardware and supply items listed within this order.
- 2) **Acceptance.** This agreement shall not be binding upon The Wilson Group until it is received and accepted by The Wilson Group at its home office. Such acceptance by The Wilson Group shall be conditioned upon satisfactory credit report on customer.
- 3) **Payment.** Invoices under this Agreement shall be paid net within fifteen (15) days after date of invoice. A late charge will be assessed against and paid by Customer on invoice(s) balance(s) fifteen (15) days or more overdue at the rate of one and one-half percent (1 1/2%) per month, but not in excess of the lawful maximum on the unpaid balance.
- 4) **Passage of Title.** For cash sales, The Wilson Group shall retain title and ownership in and to the Equipment until full payment of the purchase price is received, whereupon both shall automatically pass to Customer. For lease or cost per copy agreements, the leasing entity shall retain title and ownership in and to the Equipment until contract terms and conditions have been fulfilled.
- 5) **Taxes.** Customer shall pay all federal, state and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Equipment of this Agreement, except taxes levied on The Wilson Group net income.
- 6) **Risk of Loss.** Risk of loss or damage to the equipment shall pass to Customer upon delivery of the equipment.
- 7) **Warranty.** The Wilson Group warrants that the Equipment will be free from defects in material and workmanship for a period of 90 days from the installation date, but Customer's exclusive remedy for breach of this warranty shall be the making of the repairs, readjustments or part replacements necessary to restore the Equipment to normal operating condition by The Wilson Group during the warranty period. THE WILSON GROUP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF THE EQUIPMENT, EXCEPT AS STATED ABOVE. THE WILSON GROUP SHALL HAVE NO OBLIGATIONS OR LIABILITIES TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE USE OR PERFORMANCE OF THE EQUIPMENT, OR IN ANY OTHER MANNER.
 - A) **WARRANTY SERVICE:** In order to assure proper maintenance of equipment covered by its warranty period, The Wilson Group will provide free routine service during normal working hours (8:30 A.M. to 5:00 P.M., not including Saturdays, Sundays or Holidays) within a 50 mile radius of the nearest The Wilson Group service office. For service calls outside the 50 mile radius of the nearest The Wilson Group service office the customer will be billed at The Wilson Group's then current rate per mile from the service office to the customer's location and return.
 - b) **LIMITATIONS ON WARRANTY AND SERVICE:** THE WILSON GROUP shall have no obligation to make ordinary changes of toner, paper, masters, developers, fluids, drums, or to install equipment accessories, or to repair or replace equipment in the event that repair or replacement are required due to abuse, accident, theft, or damage to the equipment caused by repairs by someone other than an authorized THE WILSON GROUP representative. THE WILSON GROUP shall not be responsible for the delay or inability to provide service calls due to strikes, accidents, embargoes, act of God or any other event beyond its control. Customer shall provide electric service of 120 volts + 10%, at 60 Hertz A.C. and sole use of a 15 Ampere (Minimum) branch circuit. In addition, customer shall notify THE WILSON GROUP promptly when service or preventative maintenance of the equipment is required.
- 8) **Applicable Law.** The law of the State of Pennsylvania govern this contract.
- 9) **Entire Agreement.** This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms. There are no understandings, representations, and agreements other than those set forth herein. This Agreement shall not be amended or altered except in writing signed by the authorized representatives of the parties.



MAINTENANCE AGREEMENT

147 Delta Drive
 Pittsburgh, PA 15238
 PHONE: 412-586-7191 FAX: 412-918-1957

SHIP TO:	<u>ADAM BARBEE</u>	BILL TO:	<u>SAME</u>
Customer Name:	<u>WESTINGHOUSE ARTS ACADEMY CH</u>	Customer Name	_____
Address	<u>320 MARGURITE AVE</u>	Address	_____
City, State Zip	<u>WILMERDING, PA 15148</u>	City, State, Zip	_____
Phone	<u>412-646-1718</u>	Phone	_____

Model#	Serial Number	Price	Prints Allowed	PER	Overages Billed @
(3)MX-3071			25,000 B/W	MONTH	\$0.007
(2)MX-4071			5,000 COLOR	MONTH	\$0.07

Term of Agreement: 60 Months

Toner xxxx Drums xxx Developer xxx Maintenance Kits xxx

Other (please specify) _____

Note: If supplies are included the consumption shall be based off the manufacturer's suggested yields and fill rate. A charge for consumption of supplies exceeding the manufacturer's suggested yield and/or fill rage will be customer's responsibility. If parts are included they will be unlimited. Any items damaged by customer, such as, but not limited to, doors, receiving trays, covers will be charged to customer. Unless stated otherwise all base charges will be billed monthly with any overages calculated quarterly.

Items Excluded and Special Terms

This agreement shall be renewed automatically upon approval by The Wilson Group and the attainment of the maximum number of prints unless Customer notifies The Wilson Group in writing at least 180 days prior to the termination of the agreement.

THE ADDITIONAL TERMS AND CONDITIONS OF THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED IN WRITING BY BOTH PARTIES. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE RECEIPT OF PAGE TWO AND AGREE TO THE TERMS OF BOTH PAGES 1 AND 2 OF THE AGREEMENT.

Customer Authorized Signature

The Wilson Group's Sales Representative

Print Name

Gerald R. Johnson
 Print Name

Signature

Signature

Date

- 1) All agreements include the following: Unlimited service calls and parts (parts as classified by the manufacturer).
- 2) All agreements exclude the following unless specified on the front of this contract:
 - Printers: Thermal heads on Zebra printers and MICR toners.
 - Connected Equipment: Connected equipment will be covered up to the computer/network connection of the printer. Service calls caused by computer/network will be charged at the current published hourly labor rate. Digital connected equipment must be accompanied by a "Scope of Work" Agreement. All network, computer, hardware and software are covered by our "Connected Service Agreement" only.
- 3) The Wilson Group agrees to provide emergency service and all maintenance on the equipment listed on the front of this agreement for a period of one year or the allotted print allowance, whichever comes first, except as follows:
 - Repairs resulting from causes other than the normal use, abuse or misuse by the operator, operator-inflicted damage to printer, drums, use or supplies, spare parts, or paper that do not meet manufacturer's specifications and cause abnormal service problems.
 - Fire, accident, theft or damage to the machine due to repairs/movement by someone other than an authorized dealer representative.
 - Changes of toner, paper, or installation of accessories and process units.
 - Assembly, disassembly or moving equipment.
- 4) If replacement of consumable items recommended by The Wilson Group service representative is not complied with and results in additional service calls, the customer will be charged at our normal hourly rates. These consumable items are to include, but not limited to developer, heater rollers, blades, process kits, supply modules, and drums.
- 5) Shipping for contracts that include supplies will be via UPS Ground. All shipping methods such as UPS Ground, UPS Next Day, messenger service and etcetera will be billed to the customer and may include any special processing charges.
- 6) The Wilson Group shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from The Wilson Group. The quality of such parts and supplies varies widely and cannot be warranted by The Wilson Group. Therefore, use of supplies not purchased through The Wilson Group will void your contract.
- 7) The Wilson Group shall not be responsible for delays, inability to provide service calls due to strikes, accidents, embargoes, act of God or any other event beyond its control. All Service under the Agreement shall be rendered during normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Services performed on Saturday will be one and one-half times the hourly rate and twice the hourly rate on Sundays and Holidays.
- 8) BREACH OR DEFAULT

If the customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: (1) the Wilson Group may (a) refuse to service the equipment or; (b) furnish service on a C.O.D. "Per Call" basis at published labor rates and (2) the customer agrees to pay The Wilson Group costs and expenses of collection including the reasonable attorney's fees permitted by law in addition to all other rights and remedies available to The Wilson Group. All equipment sold by The Wilson Group is designed to give excellent performance when operated within the following guidelines:

 1. Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes.
 2. Equipment must be operated on an isolated electrical line, if so noted on the reverse side of this agreement. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlet, as specified by the original manufacturer.
 3. Equipment should be operated within the specified operational (including usage) specifications.
 4. Only supplies with manufacturer required specifications may be used.
- 9) Base Service Agreement, Overages and Cost Adjustments. At the end of the first 12 months after commencement of this Agreement, and once each successive 12 month period thereafter, we may increase the Base Service Payment and the "cost per page" charge that exceeds the number of pages originally designated in this Agreement ("Overages") by a maximum 15% of the existing "cost per page" change.
- 10) When in its sole discretion, The Wilson Group determines a ship recondition is necessary to keep the equipment in working condition, The Wilson Group will submit to customer an estimate of needed repairs and the cost, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, The Wilson Group may discontinue service of the agreement, or refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "per call basis" at published rates.
- 11) This agreement is not refundable or transferable to a third party, if the equipment is traded in on new Wilson Group equipment any unused portion of the yearly contract shall be prorated and applied toward the maintenance of the new equipment. This is determined by time or usage; whichever comes first.
- 12) No credit will be applied toward unused print allowance. Unused prints are lost.
- 13) In the event a manufacturer discontinues parts or supplies for your machine this agreement will be terminated and the unused portion can be transferred to a new machine purchased through The Wilson Group.
- 14) Other than the obligations set forth herein, THE WILSON GROUP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. THE WILSON GROUP SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE PERFORMANCE OF THE EQUIPMENT OF THE LOSS OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THEREBY.
- 15) Miscellaneous
 - a) this agreement shall be governed by and construed according to the laws of the State of Pennsylvania applicable to agreements wholly negotiated, executed and performed in Pennsylvania. This agreement constitutes the entire agreement of the parties with respect to the goods and Services to be provided hereunder and supersedes any and all prior agreements or understandings, proposals, or advertisements, writing, representations, or oral or written statements or communications with respect to their subject matter. Buyer agrees that any oral statements by The Wilson Group representatives or writings not signed by an authorized officer of The Wilson Group are not warranties and are not part of this agreement. The Wilson Group reserves the right to cancel this agreement for any reason based on a 30 day written notice.
 - b) Full Service Maintenance is only available for equipment having a valid manufacturer serial number and UL certification.
 - c) A key operator shall be responsible for providing The Wilson Group meters when needed. If no meter is received The Wilson Group reserves the right to utilize past meters to estimate any required meter in order to process service coverage billing.
 - d) Customer shall pay all federal, state and local sales, use property, excise and other taxes imposed on or with respect to the purchase price listed on the reverse side of this agreement.
 - e) The Wilson Group is hereby authorized to offset any past balance against amounts due customer at termination. Customer agrees that, should they have any past due balances with The Wilson Group for any reason, service under this agreement will be suspended until such past due balances have been satisfied.
 - f) In the event the FlexPrint agreement is cancelled without 180 days written notice The Wilson Group reserves the right to invoice the account a cancellation charge. This charge will amount to 180 days of the monthly or quarterly base rate. If the agreement is billing per print the charge will be based on 180 days of prior average unit use.
- 16) Addition of Equipment - In the instances where a printer is being added to a current FlexPrint contract the printer model number, serial number and current print counts needs to be supplied to The Wilson Group prior to any unit being added to existing coverage. Based on this information The Wilson Group will determine if this unit can be added to the current service agreement.
 - a) Customer is required to immediately notify The Wilson Group of any additional equipment at Customer's site capable of using The Wilson Group supplied toner cartridges. This will include any new equipment added or existing equipment not included in original contract due to errors or omissions. Such equipment shall automatically be covered by this Agreement and shall be considered the "Equipment" for all purposes under this agreement.



TWG INSTALLATION SERVICE

Company:	Westinghouse Arts Academy Charter School
Product(s) to be installed (note model(s) or attach list):	MX-4071(2)
	MX-3071(3)

Installation Requirements

- *TWG Installation Service is provided only when this document is completed and signed.
- *The customer will provide a power outlet that meets manufacturer specifications.
- *The customer will provide all cabling (drops, patch cables, USB cables).
- *The customer will provide all wireless network settings if applicable.
- *The customer will provide all TCP/IP addresses and other configuration information as required.
- *The customer will provide access to IT Personnel at time of installation if needed.
- *The customer is responsible for configuration of environments not outlined in this document.
- *TWG onsite support will assist with printer driver software installation on up to ten (10) PCs.
- *TWG onsite support will assist with up to ten (10) address book/user code entries.
- *TWG is not responsible for any loss of data or downtime related to any TWG provided support, service or device.

Wilson Wired Agreement

- *TWG provides the following support on a time and material basis:
 - *Installation of printer driver software on additional PCs.
 - *Installation in environments not outlined in this document.
 - *Reconfiguration/reinstallation of any networked multi-function product in the event of customer network/PC changes or upgrades.
 - *Support for network or application issues.

- *TWG provides ongoing remote support with a Wilson Wired Agreement.
- *TWG provides discounted onsite support with a Wilson Wired Agreement
 - *Installation of printer driver software on additional or new PC's
 - *Setup of print/scan for new employees/new office
 - *Reconfiguration /reinstalment of any new networked multi-function product in the event of customer network/PC/server changes or upgrades.
 - *Support for network or applications issues that prevent printing/scanning

*Wilson Wired Rates: @ \$15 per MFP per month =

*Hourly remote & onsite rate without Wilson Wired Agreement = \$150
 *Hourly onsite rate with Wilson Wired Agreement = \$75

Customer Accept

Customer Decline



IT NETWORK SITE SURVEY

Customer Name: WESTINGHOUSE ARTS ACADEMY CHARTER SCHOOL
Customer Address: 320 MARGURITE AVE.
City/State/Zip: WILMERDING PA, 15148

Customer Contact: ADAM BARBEE

Customer Phone #
Main 412-646-1718 Cell _____

Customer Email Address: abarbee@westinghousearts.com

Customer IT Contact (if applicable): _____
Customer IT Phone #: (if applicable): _____
Customer IT Email Address (if applicable): _____

3rd Party IT Company (If applicable): _____
3rd Party Company Contact (if applicable): _____
3rd Party IT Company Phone # (if applicab): _____

Network Information

TCP/IP Address: _____
Subnet: _____
Gateway: _____
DNS Primary/Secondary Address: _____
SMTP Settings (Email): _____
i.e. 365, Google, etc.: _____
Need account with credentials to authenticate _____

LDAP Info (If applicable): _____

Computer OS: _____
MAC: _____
WINDOWS _____
OTHER _____

Sales Rep Signature: *Gerald R. Johnson*