



Managed Print Services Agreement

This Managed Print Service Agreement (this "Agreement") is made on the Effective Date specified below between Atlantic Tomorrow's Office (hereinafter "Atlantic") and Englewood BOE (hereinafter "Customer"). Atlantic and Customer (the "parties") agree as follows:

- A. **SERVICES.** In consideration of Customer entering into and performing its obligations under this Agreement, Atlantic agrees to directly or indirectly provide the following services/deliverables to Customer, in accordance with the terms hereof: inspection, printer adjustments, Consumables (as defined below), toner and labor for parts replacement, as necessary to enable covered devices to function in substantial accordance with applicable manufacturers' specifications ("Services"). Each enrolled device covered under this Agreement (individually and collectively, "Equipment"), its serial number and its applicable service level is set forth on the applicable quotation (the "Quote"), and incorporated herein by reference. Additionally, a list of Equipment and Equipment Location is attached hereto as **Schedule A**. Unless otherwise expressly provided to the contrary, the Quote shall prevail in the event of any conflict between the Quote and the list herein.
- B. **PRICES.** Cost-Per-Page ("CPP") prices are fashioned to reflect the type and quantity of Equipment, respective print volumes, and proposed Services entitlements at the time of quotation (and reflected on the Quote and summarized below). Individual Equipment entitlements may vary based on make and model, depending on reasonable availability of supplies, consumables and parts. CPP prices are exclusive of taxes and fees, unless otherwise stated.

| | | | | | |
|-------------------|-------------------------------|--------------|-------|------------------------------|---------|
| Coverage (CPP) | .0149 | Mono / .0928 | Color | Payment Amount (\$) | |
| Allowance | | | | Billing frequency | Monthly |
| Toner type | CFM | | | Toner usage | 5.0% |
| Service type | Next business day onsite resp | | | Anticipated enrolled devices | |
| Part type | Standard parts | | | Quote number | 1615 |
| Additional notes: | | | | | |

- C. **COVERED DEVICES/EQUIPMENT.** The above CPP pricing and the other terms contained herein are conditioned on: (i) supporting all eligible devices within the Customer's organization; and (ii) keeping the remote monitoring software active, online and connected. All devices of a similar model type or series must be enrolled, unless a specific written exception is authorized. Equipment can only be removed from the program if such Equipment is taken out of service and permanently removed from a supportable location. Additional devices may be added at any time, if Atlantic currently provides support for that model. Devices/Equipment added after Go Live will be included and invoiced at the then-current CPP prices.
- D. **TOOLS.** Delivery of Services requires installation of certain Atlantic proprietary and/or third-party hardware and software programs ("Atlantic Tools") on the Customer's intranet network environment, and/or on computers that operate within Customer's network environment. Atlantic grants Customer a non-exclusive, non-transferrable, limited license to use the Atlantic Tools solely for the purposes of receiving Services during the term of this Agreement. Atlantic Tools are trade secrets, and Customer may not directly or indirectly: (a) distribute, copy, modify, create, disassemble, decompile, reverse engineer the Atlantic Tools (or allow others to do any of the foregoing); nor (b) sell, transfer, assign, pledge or, in any way, encumber or convey, the Atlantic Tools. Title to the Atlantic Tools and all copyrights and other intellectual property rights in the same will at all times reside solely with Atlantic and/or its licensors. Atlantic Tools are operated and used only by Atlantic, and Customer has no right to use, access or operate the Atlantic Tools, except in receipt of the Services. Customer acknowledges and agrees that, upon expiration or earlier termination of this Agreement, Atlantic will remove the Atlantic Tools and/or any other Atlantic-loaned equipment, with which removal Customer will fully cooperate.
- E. **GO LIVE.** "Go Live" is the date on which all applicable pre-conditions and Customer responsibilities have been satisfied and Atlantic has commenced the full scope of Services hereunder.
- F. **ADVANCED INSPECTION.** Atlantic reserves the right to inspect, in person or remotely, all equipment to be covered under this Agreement to determine its condition prior to its enrollment. To be eligible for Services, all devices must be in good working order, with all toner/ink and Consumables reporting levels greater than '15 days-to-empty' or an "OK" condition at the time of Go Live. Devices/Equipment determined to be: (a) below the aforementioned thresholds or (b) requiring onsite service within fifteen (15) days after Go Live, must be remedied at Customer's expense (as an Excluded Services (as hereafter defined)) before such devices will be considered Equipment eligible for Services. For non-networked ("Local") devices/Equipment and/or any devices/Equipment not communicating with Atlantic Tools, any Services or other repairs or maintenance occurring within the first thirty (30) days of enrollment will be deemed pre-existing, chargeable services events (or Excluded Services).
- G. **MAINTENANCE.** During the term of this Agreement, Atlantic agrees to use commercially reasonable efforts to keep Equipment performing in substantial accordance with applicable published specifications based on the Service entitlements listed herein. If Customer notifies Atlantic during the term of this Agreement that Equipment is not functioning in accordance with published specifications, Atlantic will, during established Service Hours, make commercially reasonable efforts, through necessary adjustments and/or repairs, including replacement of parts, if necessary, to resolve the non-conformity.
- H. **SERVICE HOURS.** Atlantic shall provide Services between the hours of 8:30 a.m. to 5:00 p.m. local time (8:00 a.m. to 6:00 p.m. Eastern Standard Time for helpdesk services), Monday through Friday, except those holidays recognized by Atlantic ("Service Hours"). Services at times other than Service Hours may, at Atlantic's discretion, be furnished on an "as available basis" at Atlantic's applicable then-current rates.
- I. **CUSTOMER RESPONSIBILITY.** Customer is responsible for normal daily care and cleaning of Equipment, including, without limitation, dusting Equipment, replenishing toner, clearing jams, and for installing "Customer Replaceable Parts/Units," as designated by the manufacturer, which include, without limitation: drums, transfer belts and waste toner containers. Customer is responsible to keep the remote monitoring software installed and active during the term of this Agreement; failure to do so will impact Atlantic's ability to meet response commitments and deliver services. Customer is also responsible to provide technicians a reasonably suitable space at each office, and/or reasonable access to the Equipment, to perform such repairs.
- J. **REPLACEMENT PARTS.** Replacement parts will be replaced on an exchange basis only, and Atlantic reserves the right to use new or factory reconditioned parts. Parts that have been replaced will remain the property of Atlantic. Additionally, Atlantic may retain used cores from parts and maintenance kits for recycling purposes.
- K. **INVENTORY.** Atlantic may, for Customer's convenience, store spare parts and/or supplies at Customer's office(s), provided that such spare parts and/or supplies shall remain Atlantic's property. Customer agrees to provide a secure location for storage of all spare parts and/or supplies. Customer shall bear responsibility for loss, damage or destruction of any such spare parts, supplies, etc. Upon the expiration or earlier termination of this

CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, LOSS OF GOODWILL, LOSS OF, DAMAGE TO OR CORRUPTION OF, DATA OR OTHER LOSS OF SYSTEM USE, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Instead, Atlantic's total liability hereunder is limited to repair and maintenance of the Equipment. Atlantic will not be held liable to Customer or any other party for any other damages, including, without limitation, personal injury, property damage (including intellectual property), etc.

- T. FORCE MAJEURE. Atlantic will not be liable for any delay or failure to perform its obligations under this Agreement due to any cause, event or occurrence beyond its reasonable control, including without limitation, fire, unavailability of parts/supplies, labor shortages, strikes, riots, power shortages, unsafe Customer office conditions, wars, Acts of God (e.g. tornados, hurricanes, floods, earthquakes).
U. TAXES. Customer shall be responsible for all sales tax, use tax or other taxes and fees charged relative to this Agreement. Customer agrees indemnify and hold harmless Atlantic from and against any amounts paid or payable by Atlantic in discharge of the foregoing tax obligation.
V. NOTICES. Notices required under this Agreement shall be written and sent to Atlantic at 134 West 26th Street, New York, New York 10001, Attention: Bill McLaughlin, Chief Technology Officer; and to Customer at the address listed below. All notices will be effective upon date of receipt.
W. CONFIDENTIALITY CLAUSE. Atlantic recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (collectively, "Customer Information") from improper use or disclosure. Atlantic agrees to use commercially reasonable efforts to maintain the confidentiality of Customer Information. Atlantic agrees not to disclose, without Customer's prior written consent (unless subject to court order, subpoena or otherwise required by law), Customer Information to any person, firm or corporation except to Atlantic employees, subcontractors or agents with a need to know such Customer Information to perform the Services.
X. TERM AND TERMINATION. This Agreement shall commence on the Effective Date, and shall expire at the end of the term noted below (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term," collectively "Renewal Terms"). Either party may terminate this Agreement without cause only at the end of the Initial Term or a Renewal Term, provided that Customer notifies Atlantic in writing of its intent to terminate this Agreement not less than (60) days prior to the expiration of the immediately preceding term. In the event Atlantic materially breaches its obligations under this Agreement, Customer shall provide Atlantic with written notice describing the alleged material breach in reasonable detail and allow Atlantic not less than forty-five (45) days to cure the alleged material breach. If Atlantic fails to contest or substantially cure the material breach during the curative period, provided that Customer is not in breach of its obligations hereunder, Customer may terminate this Agreement upon further written notice. Atlantic may terminate this Agreement at any time with cause upon thirty (30) days prior written notice to Customer. Upon any termination of this Agreement, Customer will pay Atlantic for all Services performed, and all charges and expenses due Atlantic under this Agreement (including those based on the yield of installed toner, ink, Consumables).
Y. ASSIGNMENT. Customer will not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of Atlantic. Any attempted assignment or transfer will be void.
Z. ENTIRE AGREEMENT. This Agreement, including the Quote and any other schedules or exhibits incorporated herein, captures the entire understanding of the parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications and understandings (written or oral). This Agreement shall not be amended or altered except in a duly executed writing. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its rules governing choice of law. Each party agrees that the exclusive venue for all actions hereunder will be federal or state courts of competent jurisdiction located in New York County, New York. Any terms in this Agreement which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled and will apply to both parties' respective successor and permitted assigns.

In Witness Whereof, intending to be legally bound to the terms of this Agreement, authorized representatives of the parties have affixed their respective signatures hereto as of the Effective Date below.

Effective Date: Sept. 16, 2019

Term 36 months

Customer Information

Atlantic Information

Company Name: Englewood BOE
Address: 274 Knickerbocker Road
Address:
City, State Zip: Englewood N.J 07631
Contact Name: Cheryl Balletto
Phone: 201-862-6000
Email: cballetto@epsd.org

Company Name: Atlantic Tomorrow's Office
Address: 134 West 26th Street
Address:
City, State Zip: New York, New York 10001
Contact Name: Bill McLaughlin
Phone: (212) 741-6400
Email: bmclaughin@tomorrowsoffice.com

Accepted By:

Accepted By:

Signature:

Signature:

Printed Name: Cheryl Balletto

Printed Name: Bill McLaughlin

Title Business Administrator

Title Chief Technology Officer

Schedule A

List of Customer Locations

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|--------------------------------------|--|
| Dwight Morrow High School | 274 Knickerbocker Road Englewood, NJ 07631 |
| Academies at Englewood | 74 Knickerbocker Road Englewood, NJ 07631 |
| Janis E. Dismus Middle School | 325 Tryon Avenue Englewood, NJ 07631 |
| McCloud Elementary School | 325 Tenafly Road Englewood, NJ 07631 |
| Dr. John Grieco Elementary School | 50 Durie Avenue Englewood, NJ 07631 |
| D. A. Quarles Early Childhood Center | 186 Davison Place Englewood, NJ 07631 |