Effective December 18, 2025. This Service Attachment for Managed Print Services supersedes and replaces all prior versions.

Service Attachment for Managed Print Services

This Service Attachment is between Provider (sometimes referred to as “we,” “us,” or “our”), and the Client found on the applicable Order (sometimes referred to as “you,” or “your,”) and, together with the Order, Master Services Agreement, Schedule of Services, and other relevant Service Attachments, forms the Agreement between the parties the terms to which the parties agree to be bound.

The parties further agree as follows:

Provider will deliver only the Services itemized in the Services section of the Order. The following is a list of available Managed Services. Additional Services may be added only by entering into a new Order including those Services.

Print Device Assessment: Assessment of the Client's existing print devices, including printers, copiers, scanners, and multifunction devices, to identify areas for optimization and cost reduction.

Print Device Deployment and Optimization: Strategic deployment and optimization of print devices to improve efficiency and reduce operational costs, including device consolidation, location planning, and print workflow optimization.

Print Device Installation and Configuration: Installation and configuration of print devices, ensuring proper network connectivity, software compatibility, and device functionality.

Print Device Maintenance and Repair: Routine maintenance, repair, and support services for print devices to ensure optimal performance, reliability, and longevity.

Consumables Management: Supply and management of consumables, such as ink, toner, and paper, ensuring timely delivery and inventory control.

Print Infrastructure Management: Management and monitoring of the Client's print infrastructure, including servers, network connections, and print management software.

Print Device Monitoring and Reporting: Real-time monitoring and reporting on print device usage, performance, and status, enabling proactive maintenance, consumables replenishment, and optimization of print resources.

Secure Printing Solutions: Implementation and management of secure printing solutions, including user authentication, access control, and print data encryption.

Mobile and Cloud Printing Solutions: Integration and management of mobile and cloud printing solutions, allowing users to print from smartphones, tablets, and cloud services.

Print Workflow Automation: Design and implementation of print workflow automation solutions to streamline document processing and improve productivity.

Print Management Software: Deployment and management of print management software to centralize control of print devices, monitor usage, and enforce print policies.

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Environmental Sustainability: Recommendations and implementation of environmentally sustainable printing practices, such as energy-efficient devices, duplex printing, and recycling programs.

Training and Support: Training and support services to help the Client's staff effectively utilize and operate the managed print environment and devices.

Managed Print Services Consultation: Consulting services to assess the Client's current print environment, identify areas for improvement, and recommend solutions for enhancing print management and cost efficiency.

Remote Coverage

In connection with the Services that are within the scope of this Service Attachment, we will provide to your designated administrator(s), technical contacts or users management of the Services by individuals trained in the Services you have selected.

Onsite Support

In connection with the Services that are within the scope of this Service Attachment, upon request, Provider will deliver support Services onsite at your location, subject to the limitations identified in the Order. Client, as a managed care customer, will receive a special hourly rate for on-site and remote support and services that are not covered under this plan during our normal business hours.

Maintenance Windows

Unless otherwise agreed, daily maintenance windows will be performed outside of Provider's normal business hours. Routine server and application maintenance and upgrades will occur during maintenance windows, and some applications, systems or devices may be unavailable or non-responsive during such times.

PROBLEM MANAGEMENT SERVICES

Provider will undertake problem management as soon as the Provider's monitoring staff becomes aware of an incident. All incidents, with status or resolution, will be documented by posting updates to the Problem (Incident) Ticket Tracking System assigned to Client ("Problem Tickets").

ADDITIONAL CLIENT OBLIGATIONS

Hardware Equipment

Client equipment must be maintained under manufacturer's warranty or maintenance contract or is in working order. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

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Minor On-Site Tasks

Provider may occasionally ask you to perform simple on-site tasks. You agree to cooperate with all reasonable requests.

Project Coordination

Provider will coordinate with the appropriate contractors and Client representative to ensure the below are completed appropriately.

Client-Furnished Equipment

If Client is providing equipment (existing printer) to Provider for installation or management, Client agrees to have equipment delivered to site or other agreed upon location in advance of commencement of work.

Failure to provide equipment in a timely manner may result in delays to the project schedule and completion.

Worksite Responsibilities

- Provide access to the work site during agreed upon times for work to be performed during Provider's normal business hours.
- Ensure that during agreed-upon work times, client shall provide keys, ID badges, security clearance, parking, and access to loading docks as may be required by Provider.
- Clear the schedule in room(s) or office during these times so that Provider is not interrupted and forced to stop work prematurely. This includes Client personnel inquiring about the status or functionality of the project prior to the completion of the installation.
- Client understands that if work is stopped at their request that it may result in changes to project schedule or result in rescheduling of the project.
- Client shall inform Provider of any work areas where it has knowledge or reason to believe that facility may have hazardous materials such as Asbestos, Lead, or PCB's.

Electrical, Data, and Telecom Provisions

- Client acknowledges that Provider is not a certified electrician and will not provide any electrical wiring and/or connections.
- Client accepts responsibility to ensure Provider has sufficient power outlets as required for displays, screens, racks, furniture, lighting, and other equipment provided by contractor.
- Client also agrees to provide necessary data, CATV, CCTV, and/or Telecom connections required.

EXCLUSIONS

Provider is not responsible for failures to provide Services that are caused by the existence of any of the following conditions:

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- Expired Manufacturer Warranty or Support - Parts, equipment or software not covered by a current vendor/manufacturer warranty or support.
- Alterations and Modifications not authorized by Provider - Any repairs made necessary by the alteration or modification of equipment other than that authorized by Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Provider.
- Hardware Malfunction – Anytime where there is a defect or malfunction in any hardware or software not caused by Provider that adversely affects Provider's ability to perform the Services.
- Client Resource Problems – Anytime a problem occurs resulting from a Client resource that are not under Provider's management or control.
- Network Changes - Any changes Client may have made to the networking environment that were not communicated to or approved by Provider.
- Task Reprioritization - Any problems or failures related to a prioritization or reprioritization of tasks by Client.
- Force Majeure - Any problems resulting from a Force Majeure Event as described in the Master Services Agreement.
- Client Actions - Any problem resulting from Client actions or inactions.
- Client Responsibilities - Any problems resulting from your failure to fulfill any responsibilities or obligations under our agreements.
- Internet Connectivity Loss - Any loss of internet connectivity that occurs at Client locations for any reason.
- Software Maintenance - Any maintenance of applications software packages are involved, whether acquired from Provider or any other source.
- Remote Computers - Home or remote printers that are not covered under the Agreement.

We are not responsible for failures to provide Services that occur during any period of time in which any of the following conditions exist:

- Problem Ticket Management - The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time Client reports the desktop malfunction or issue to Provider.
- Power Supply Malfunction – Instances where an uninterruptable power supply (UPS) or power-protective equipment malfunctions and renders Provider unable to connect to the network or troubleshoot the device in question.
- Third-Party Criminal Activity - Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom. You agree to pay ransom or hold provider harmless for any activity effecting network security on your environment related to third-party criminal activity. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.
- Malware - Provider is not responsible for any harm that may be cause by Client's access to third party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, malware, viruses and similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.

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- Hardware Equipment - Client equipment must be maintained under manufacturer's warranty or maintenance contract or is in working order. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All fees, warranties, and liabilities against Provider assumes equipment is under manufactures warranty or maintenance contracts or is in working order.

The following list of items are excluded from the scope of included Services, and may incur additional charges or require a separate billable project:

- Software Maintenance – Unusual work that results from a failed software patch or update that results in an interruption in Client's business, with the exception of Microsoft Windows updates and patches.
- Programming Modifications - Any programming (modification of software code) and program (software) maintenance occurs.
- Training - Any training service of any kind, unless specified in the Order.
- Software and Web Development - Any Services requiring software and web development work.
- Remote Printers-– Unless otherwise outlined in an Order, Home or remote printers that are not covered under the Agreement.
- Replacement Software – Implementation of new or replacement software.
- Relocation / Satellite Office – Office relocation/satellite office setup.
- Equipment Refresh – Any non-workstation equipment refreshes.
- Consumables – printer, ink, paper, etc.

The following list of items are costs that are considered separate from the Service pricing:

- Costs Outside Scope of the Service – The cost of any parts, equipment, or shipping charges of any kind. The cost of any software, licensing, or software renewal or upgrade fees of any kind. The cost of any third-party vendor or manufacturer support or incident fees of any kind. The cost of additional facilities, equipment, replacement parts, software or service contract.

TERM AND TERMINATION

Term

This Service Attachment is effective as of the Effective Date of the Order referencing the Services herein. Unless properly terminated by either party, this Attachment will remain in effect through the end of the term specified on the Order (the "Initial Term"). If the Order specifies no Initial Term with respect to any or all Services the Initial Term shall be one (1) year.

Renewal

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON AN ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE

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THEN-CURRENT RENEWAL TERM. ALL RENEWALS WILL BE SUBJECT TO PROVIDER'S THEN-CURRENT TERMS AND CONDITIONS.

Early Termination by Client With Cause

Client may terminate this Service Attachment for cause following sixty (60) days' advance, written notice delivered to Provider upon the occurrence of any of the following:

- Provider fails to fulfill in any material respect its obligations under the Service Attachment and fails to cure such failure within thirty (30) days following Provider's receipt of Client's written notice.
- Provider terminates or suspends its business operations (unless succeeded by a permitted assignee under the Agreement).

Early Termination by Client Without Cause

If Client has satisfied all of its obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, Client may terminate this Service Attachment without cause during the Initial or a Renewal Term (the "Term") upon sixty (60) days' advance, written notice, provided that Client pays Provider a termination fee equal to all concessions and discounts provided, plus.

fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Term, based on the prices then in effect.

Termination by Provider

Provider may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment immediately for illegal or abusive Client conduct. Provider may suspend the Services upon ten (10) days' notice if Client violates a third-party's end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days' notice if Client's action or inaction hinder Provider from providing the contracted Services.

Effect of Termination

As long as Client is current with payment of: (i) the Fees under this Attachment, (ii) the Fees under any Order for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider at our then-prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consent to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then-prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

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Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.

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