TERMS & CONDITIONS FOR ITG COPIER SERVICE PROGRAM

I. ORDERS AND SERVICE

All order requests for copier equipment, equipment moves, supplies and/or service must be submitted directly to ITG. Departments can contact ITG with requests via the Copier Service Program website (copier.gatech.edu), email (support@itg.gatech.edu) or by contacting the ITG Help Desk at (404) 385-5555. Machine ID #, location information and Department name must be included with the request. All equipment move requests must be received two (2) weeks prior to move date in order to accommodate scheduling. It is the responsibility of the Department to fill paper trays, and if capable, clear jams and change toner.

<u>NOTE</u>: All equipment orders must be signed by an authorized individual that can be confirmed by ITG using the Institutions' Authorized Signature List.

II. LEASE AGREEMENT

A. Lease Term

Lease agreement will be for forty-eight (48) months and will begin on the date of installation. Leased equipment will be removed from the Department's location within ten (10) business days of expiration by ITG. Prior to lease expiration, Departments will be contacted with current program offerings and offered the opportunity to sign a new lease.

B. Early Termination

In the event that a Department is unable to fulfill the executed lease agreement, the contracts between the State of Georgia and Xerox Corporation (currently SWC90819-05 and 99999-001-SPD0000042-0004) will be the governing authority. ITG will coordinate with Georgia Tech Business Services on all early termination notifications received from participating Departments.

III. MAINTENANCE & SUPPLIES

ITG or its authorized partner is responsible for installation, maintenance, repair, and relocation of all Copier Service Program equipment. Maintenance plans include preventative maintenance, repair services, parts, labor and all consumables (excluding paper and staples) at no additional cost to the Department. Damage to the equipment due to unauthorized moves or repairs are subject to the appropriate fees, which will be charged to the Department.

IV. SCANNING

5,000 scans are included each month in the copier lease rate at no charge to the Department. Scan readings will be taken electronically along with machine meter readings. ITG reserves the right to charge a rate equal to that of the B&W copy rate per click for scans exceeding the 5,000 monthly scan quota.

V. COPIER MANAGEMENT

In order for ITG's Multi-Function Device (MFD) to deliver advanced features, a network connection is necessary. ITG will leverage this connection to remotely gather meter readings, proactively schedule service and dispatch supplies. It is the responsibility of the Department to provide a network connection which will be placed on an ITG VLAN at no cost, in order for ITG to manage its MFDs. The Department will also be required to provide a dedicated 20amp electrical outlet and analog phone line as needed for faxing. ITG will provide the Department exact network configurations and requirements prior to installation. ITG reserves the right to monitor all Departmental print devices for optimization of network resources, cost reduction studies, and energy savings.

VI. SATISFACTION GUARANTEE

If at any time equipment is unusable due to equipment failure for a period of more than eight (8) business hours, a unit of comparable capabilities can be provided within twelve (12) business hours, at no cost to the Department. If a unit has three (3) or more failures within a calendar month, the unit will be replaced with a fully functional replacement unit of equal or greater capabilities, at no cost to the Department. A failure shall be defined as any unit malfunction that prevents it from producing printed output, including poor copy quality. Any costs associated with installation due to equipment failure will be the sole responsibility of ITG's authorized partner.

<u>NOTE</u>: Equipment failure excludes but is not limited to, normal wear and tear, incidents of equipment abuse or neglect, incidents as the result of failure to maintain the manufacturer recommended environmental and electrical condition, incidents as the result of unit relocation by someone other than ITG or its authorized partner, incidents as the result of equipment in excess of its useful life or reconditioning requirements.

VII. BILLING

A. Annual Lease Billing

Lease billing will be assessed on an annual basis. Machines placed mid-year will be pro-rated through June of each year and billed the month following installation. A partial month billing will be based on a thirty (30) day month and will be billed pro rata beginning from the day of installation to the end of the partial month. All annual lease invoices for Departments will automatically be deducted from the Department's indicated PeopleSoft account as noted on the signed Order Form.

The invoices will be located in People Soft, attached to the journal number which the funds have been deducted. Any customer that does not have a People Soft Department ID will be manually billed and the terms will be net 30.

<u>NOTE</u>: A Department may be billed for any modifications required to accommodate the installation of the equipment such as network drop, lighting, electrical work, etc. It is the responsibility of the Department to provide a suitable location for equipment to avoid charges.

B. Monthly CPC Billing

All cost per copy (CPC) billing will be on a monthly basis in arrears. Meter readings will be taken electronically and posted to People Soft. CPC charges will be posted by the seventh day of the next month following the last day of the billing month. All monthly cost per copy invoices for Departments will automatically be deducted from the Department's indicated PeopleSoft account as noted on the signed Order Form.

The monthly invoices will be located in People Soft, attached to the journal number which the funds have been deducted. Any customer that does not have a People Soft Department ID will be manually billed and the terms will be net 30.

C. Responsibility for Other Expenses Relating to Equipment Installations, Moves and Changes

It is the responsibility of each individual Department to pay all expenses as indicated in the signed ITG Copier Service Program User Agreement, as well as any non-recurring charges for services rendered as requested by Department.

D. Review and Adjustments

It is the responsibility of each Department to review their invoice(s) within thirty (30) days of receipt. Questions or irregularities should be addressed to support@itg.gatech.edu, Attention: Copier Services Program and include ITG Machine ID #, location information and Department. ITG will research and respond to all questions presented within thirty (30) days of the written request. If adjustments need to be made to a Department's account, ITG will make these adjustments during the next available billing cycle subsequent to the conclusion of the research. Adjustments will only be made based on properly submitted and authorized orders. Adjustments will not be made for prior fiscal year errors. Please review your statements promptly.

<u>NOTE</u>: ITG is the billing agent for all charges to the Department and Vendor. If a Department receives an invoice directly from the Vendor, the Department must promptly forward the unpaid bill to support@itg.gatech.edu, Attention: Copier Services Program and include ITG Machine ID #, location information and Department. All charges will be billed as per the terms above.