



Des Moines • Ottumwa MAINTENANCE AGREEMENT - COPIERS/PRINTERS

Infomax Office Systems, Inc. (hereinafter "Infomax") agrees to provide to (Name) Stanley Consultants, Inc.

(Address) 225 Iowa Avenue Muscatine, IA 52761

(Equipment location if different from above) 100 East Michigan Avenue, Suite 220, Jackson, MI 49201

(hereinafter "Customer") maintenance service during the terms of this Agreement, in accordance with the terms and conditions listed below and on the reverse side of this hereof:

- TERM.** This Agreement shall be for an initial term of 60 months commencing on _____ or upon actual installation date of newly placed equipment. Thereafter, this Agreement shall automatically be renewed for successive twelve (12) month terms unless terminated sooner by either party on no less than thirty (30) days' written notice to the other party prior to the end of the initial term or any renewal terms. Pricing may be adjusted by Infomax every 12 months during the Initial term. The prices, terms and conditions for such successive term(s) shall be those Infomax has in effect at the time of renewal.
- EQUIPMENT/ACCESSORIES.** Infomax agrees to maintain the equipment and accessories set forth below (hereinafter collectively referred to as "Equipment").

| MODEL | SERIAL NUMBER | STARTING METER READ |
|----------------------------|---------------|---------------------|
| Canon IR ADVANCE DX C3926i | | |
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- MINIMUM PRINTS.**
 Infomax agrees to provide 500 minimum black prints on a monthly/quarterly/other monthly (circle one) basis (hereinafter "Minimum Prints").
 Infomax agrees to provide 500 minimum color prints on a monthly/quarterly/other monthly (circle one) basis (hereinafter "Minimum Prints").
- CHARGES.** Customer agrees to pay the following maintenance charges for the Equipment listed above. Customer will pay the Charge for each specified period in advance.
 Annual/Quarterly/Monthly/Other Monthly (circle one) charge for Minimum Prints: \$30 (Minimum Charge)
 - Customer agrees to pay \$ 0.008 per black print plus applicable taxes for all the prints produced per Year/Quarter/Month/Other Month (circle one) over and above the Minimum Prints.
 Customer agrees to pay \$ 0.050 per color print plus applicable taxes for all the prints produced per Year/Quarter/Month/Other Month (circle one) over and above the Minimum Prints.
 - Customer further agrees to provide Infomax accurate meter readings at such time and place specified by Infomax. Should there be any discrepancy or disagreement between the parties concerning the meter read, Infomax's reading of the meter controls. Customer understands and agrees that Infomax relies on Customer to provide accurate meter reads upon request and that if Customer provides inaccurate meter reads, such conduct constitutes a breach of this Agreement subject to the remedies set forth in paragraph 16. A print shall be defined as a single sided 8.5" x 11" print produced by the copier or printer listed above. Duplex prints and larger sheet sizes will be counted as multiple prints.
 - In the event that Customer produces less than the Minimum Prints, Customer agrees to pay the Minimum Charge specified in paragraph 4 above. No allowance, modification or adjustment will be made to the meter reads or the Minimum Charge on account of any non-usable prints or Infomax maintenance personal print usage.
 - Customer shall also pay any and all taxes levied or imposed on all amounts payable by Customer hereunder, except that in no event shall Customer be required to pay any tax based on Infomax net income.
 - If Consumable Supplies are included below, Customer shall pay a periodic shipping and handling fee, as well as a fuel surcharge with each payment. The fee and surcharge will be determined by Infomax in its discretion based on Infomax determination of its estimated shipping and handling costs associated with shipping supplies and products and its estimated excess fuel costs associated with providing services, which costs are roughly allocated based on relative equipment usage. If Consumable Supplies are excluded below, only the fuel surcharge will be added.
 - Infomax shall not be obligated to provide services or supplies as called for in this Agreement unless Customer is current with all payments due.
- MAINTENANCE SERVICE.** Infomax agrees to provide maintenance service availability during normal Infomax working hours and to keep the Equipment in good working order while the Equipment is located at the address designated above. Maintenance Service is based on the performance needs of Equipment as determined by Infomax and includes preventative maintenance and on-call remedial assistance. Preventative maintenance will be provided at Infomax' discretion. On-call remedial assistance includes adjustments, lubrications, and replacement of parts as defined and deemed necessary by Infomax. Replacement parts shall meet or exceed manufacturer specifications and may be new, used, or recycled.
- CONSUMABLE SUPPLIES.**
 It is understood and agreed that charges established by this Agreement include X or exclude _____ (check one) supplies being black toner, developer and fuser lubricant (hereinafter "Consumable Supplies").
 It is understood and agreed that charges established by this Agreement include X or exclude _____ (check one) supplies being color toner, developer and fuser lubricant (hereinafter "Consumable Supplies").
 Paper, staples, Consumable Supplies, if excluded, or any other required supplies must be separately purchased by Customer from Infomax or other suppliers at then current pricing. If charges include Consumable Supplies, Customer acknowledges the cost of such supplies is based on manufacturer yields for average paper coverage. If Customer applications require Consumable Supply usage in excess of average paper coverage, Infomax reserves the right to charge a surcharge for additional Consumable Supplies or to adjust Minimum Charge and overage copy charge.
- ENTIRE AGREEMENT MODIFICATION.** This Agreement, including the Additional Terms and Conditions stated on reverse side, contains the entire Agreement of the parties. No change, modification, or revisions to the Terms and Conditions of this Agreement shall be valid and binding unless in writing and signed by an authorized Infomax Officer. The express Terms and Conditions of this Agreement supersede and control the terms of any purchase order issued by Customer and any course of dealing, course of performance or usage of trade.
- ADDITIONAL TERMS AND CONDITIONS.** Additional binding Terms and Conditions of this Agreement are specified on reverse side hereof, which additional Terms and Conditions Customer acknowledges have been read and accepted. Also, any other Terms and Conditions listed below and agreed to by both, parties are hereby made a part of this Agreement.

INFOMAX OFFICE SYSTEMS, INC.

By: _____

Title: _____

Date: _____

CUSTOMER

By (authorized agent): William Harper

Title: VP Director Tax & Treasury

Date: 6/9/2025 | 2:38 PM PDT

DocuSigned by:

William Harper
VP Director Tax & Treasury

9. **INITIAL INSPECTION AND REPAIR.** If the Equipment to be covered by this Agreement is not under Infomax's maintenance responsibility as defined by Infomax immediately prior to the commencement date of this Agreement, it shall be subject to a chargeable inspection by Infomax. Infomax shall take such action as may be necessary in its judgment to place the Equipment in good operating condition, including without limitation, making repairs and adjustments and replacing parts. The Customer shall pay for all labor and materials used in connection therewith at Infomax' then current pricing.
10. **EXCLUSIONS.** The Maintenance Service and Minimum Charge described in paragraphs 4 and 5 do not include:
 - (a) Services required because of Customer's improper use or preservation of the Equipment, including:
 - 1) Services required because of Customer's use of Parts, Consumable Supplies, or any other supply items that do not meet manufacturer and/or Infomax's specifications.
 - 2) Services resulting from (i) accident, transportation, neglect, theft, fire or water damage, misuse or other than ordinary use of the Equipment, (ii) an operating environment which is not within manufacturer and/or Infomax specifications because of electrical power, heating, air conditioning, humidity, or other environmental problems, (iii) alterations to the Equipment which include but are not limited to, any changes in Infomax and or Manufacturer design, installation, or removal of features, or any other modification, whenever any of the foregoing are performed by other than Infomax representatives, (iv) maintenance or repair work performed by someone other than an Infomax representative, or (v) operation of the Equipment which is not in accordance with Infomax or manufacturer published specifications.
 - 3) Services relating to or caused by (i) the connection of Equipment to any computer or computer network, or (ii) software which was not supplied or covered under this Agreement; and
 - 4) Service which is impractical for an Infomax representative to render because of alteration in the Equipment or their connection by mechanical or electrical means to another machine or device.
 - (b) Other miscellaneous services which include:
 - 1) Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Infomax and listed in paragraph 2.
 - 2) Excluded Consumable Supplies and/or other supplies purchased from Infomax; making specification changes or performing services connected with relocation of Equipment, and adding or removing accessories, attachments or other devices.
 - 3) Service to Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by Infomax;
 - 4) Normal operator functions as described in Manufacturer operator's manuals;
 - 5) Overhauling or rebuilding of Equipment; and
 - 6) Any service provided outside Infomax's normal working hours or at a location that is different from the Equipment locations described on the front page of this Agreement.
11. **CUSTOMER RESPONSIBILITY.** Customer agrees:
 - (a) To pay Infomax published rates for any excluded services which are provided and identified in Paragraph 10.
 - (b) That any included Consumable Supplies or replacement parts provided under this Agreement are Infomax property until actually consumed by the Equipment. Any parts or other items removed or exchanged by Infomax while providing Maintenance Service on Equipment shall become Infomax property. Maintenance software, manuals, test Equipment, and similar property used by Infomax at the installation site (even if shipped with the Equipment) shall remain the exclusive property of Infomax and shall be for the sole use of Infomax and under the control of Infomax.
 - (c) To bear all risks of loss or damage to the Equipment not caused by Infomax employees or agents.
 - (d) To conform to Infomax billing procedures, including those set forth in paragraph 4(a) and to allow full and free access to the premises where Equipment is kept so Infomax may service the Equipment and obtain meter readings if applicable.
 - (e) To provide maximum operation of your equipment, Infomax may inventory at your location toner cartridges and supplies for each piece of equipment. Inventory toner cartridges and supplies are the property of Infomax and must be returned at the conclusion of our Agreement. Customer agrees that failure to return any toner cartridge or supply item shall result in a CPC charge in the amount of the full yield of each unreturned toner cartridge or other supply item.
12. **ENGINEERING CHANGES.** Infomax will control and install Engineering changes and modifications that it deems applicable to enhancing performance and extending functionality to Equipment at no charge. The Customer may, by providing notice subject to written confirmation by Infomax, elect to have only those Engineering Changes and modifications that Infomax determines are mandatory installed on Equipment.
13. **INDEMNIFICATION.** Infomax is not responsible for any injuries, damages, claims, penalties or losses, including legal expense, incurred by Customer or any other person caused by the provision of any services, supplies or parts under the Agreement. Customer agrees to reimburse Infomax for any liabilities, costs, or expenses (including Attorney's Fees) incurred by Infomax in connection with the Agreement and to defend Infomax against any claims for such injuries, damages, penalties, claims or losses. This indemnity continues after the Agreement has expired.
14. **WARRANTY. PURSUANT TO PARAGRAPH 5, BUT SUBJECT TO PARAGRAPH 10, INFOMAX WILL KEEP THE EQUIPMENT IN GOOD WORKING ORDER. INFOMAX MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PARTS, CONSUMABLE OR OTHER SUPPLIES PROVIDED BY INFOMAX, INFOMAX HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY. INFOMAX DISCLAIMS ALL WARRANTIES AGAINST INTERFERENCE AND INFRINGEMENT AND GIVES NO WARRANTY THAT ANY PARTS OR SUPPLIES WILL BE FIT FOR A PARTICULAR PURPOSE. INFOMAX SHALL, UNDER NO CIRCUMSTANCES BE LIABLE TO CUSTOMER FOR ANY SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, REGARDLESS OF THE CAUSE. CUSTOMER UNDERSTANDS AND AGREES THAT INFOMAX MAKES NO WARRANTY EXPRESS OR IMPLIED WITH RESPECT TO PRINT QUALITY OR FREQUENCY OF MAINTENANCE REQUIRED.**
15. **ASSIGNMENT.** This Agreement is not assignable by Customer without written permission from Infomax, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void.
16. **TERMINATION OR DEFAULT.** Customer acknowledges and agrees that the term of this Agreement is the basis for its pricing, and that Infomax would suffer loss if Agreement remains in place for less than its full term. Therefore, the parties agree that in the event of early termination or default by Customer in making any payment under this Agreement or upon Customer's default in performing or complying with any other terms or covenant herein required to be performed by Customer, or if any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against Customer or its property, or if Customer makes any assignment for the benefits of its creditors, Infomax may, at its option, suspend its performance or cancel and terminate this Agreement with or without notice to the Customer and without court proceeding, and declare immediately due and payable all existing and future obligations owed by Customer to Infomax under the terms of this Agreement. Future obligations shall be equal to the average billing multiplied by the number of billing periods (monthly, quarterly, or other as identified in paragraph 3) remaining in the Agreement. The average billing shall be calculated by dividing the total charges billed by the number of billing periods incurred up to the date of the calculation. If Customer has prepaid all obligations, so that there are no existing or future obligations under this Agreement, Infomax shall be entitled to retain all prepaid amounts in the event of a Customer's default or early termination. Should Customer fail to pay when due any sums owed to Infomax hereunder, Customer shall pay to Infomax, in addition to the sums otherwise due, the lesser of (a) the highest rate permitted by applicable law, or (b) the greater of (i) interest on the outstanding balance at the rate of one and one-half percent per month, (ii) 10 cents for each dollar overdue, or (iii) twenty-six dollars (\$26.00).
17. **ATTORNEY'S FEES AND COSTS.** The parties agree that in the event of any termination or default by Customer under the terms of this Agreement, or upon the event of any action by Infomax to collect any amounts due under this Agreement, or upon the event of Infomax taking any action to enforce its rights under the Agreement the Customer shall pay the costs of any such action including attorney's fees incurred by Infomax.
18. **GOVERNING LAW AND PLACE OF SUIT.** The parties agree that this Agreement should be construed and governed in all respects according to the laws of the State of Iowa. The parties further agree that any action at law, suit in equity, or other judicial proceeding based on or arising out of this Agreement or relationship shall be instituted in the Iowa District Court in Polk County, Iowa and each party consents to the jurisdiction of said court. The parties hereto each waive the right to a trial by jury.
19. **SURVIVAL OF PROVISIONS.** Provisions concerning the remedies of Infomax upon the event of termination or default shall survive the termination of this Agreement. The parties further agree that the provisions concerning the exclusion of warranties shall survive the termination of this Agreement.
20. **WAIVER.** The failure of Infomax to insist upon strict performances of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.
21. **SEVERABILITY.** It is agreed by the parties that if any part of this Agreement is held, by a Court of proper or controlling jurisdiction to be illegal or in conflict with the laws of the State of Iowa, such part will be treated as severable, leaving valid the remainder of this Agreement.
22. **FACSIMILE.** The parties agree that a facsimile copy of this Agreement bearing authorized signatures may be treated as an original.