



Equipment Service and Software Support Schedule No. 40026970

Customer: CITY OF COLUMBUS Start Date of Services: 08/01/2017

Site (Equipment Site Address):

CITY OF COLUMBUS
1111 E BROAD ST
COLUMBUS, OH 43205-1303
USA

End Date of Services: 07/31/2018

Invoice To Address:

CITY OF COLUMBUS
PO Box 2949
COLUMBUS, OH 43216
USA

THIS EQUIPMENT SERVICE AND SOFTWARE SUPPORT SCHEDULE (the "Schedule") by and between Bell and Howell, LLC ("BH") and Customer is entered into pursuant to the terms and conditions of that certain Master Equipment Service and Software Support Agreement by and between BH and Customer dated (the "Agreement"), which is incorporated by reference herein. Unless otherwise defined herein, all defined terms used in this Schedule shall have the same meaning ascribed to them in the Agreement.

- Term.** This Schedule shall be effective upon the Start Date of Services as set forth above and shall continue for a period of one (1) year unless otherwise stated above (the "Term").
- Service Coverage.** See Service Coverage List in section 2.1 (attached). Equipment and Software Services are described in Exhibit 1, attached hereto and by this reference made a part hereof.
- Service Fees.** Customer shall pay to BH a Service Fee of \$29,291.00 as set forth in Section 2.1 (attached). Such Service Fee shall be paid in installments based on the payment option selected. If a payment option is not selected, the selection will default to annual installments. Service Fee is exclusive of applicable taxes, which will be invoiced with Service Fee. Equipment that reaches its 7th and/or 12th year of age from the original manufacture date during the Term hereof is subject to maturity surcharges of five percent (5%) and ten percent (10%) of the applicable annual Service Fees, respectively. Such surcharge(s) shall be reflected in the total Service Fee hereunder. Where permitted by applicable law, payments made by credit card will be subject to an additional two percent (2%) surcharge by BH, the amount of which does not exceed BH's applicable costs for accepting such credit card payments.

Payment Options: (Each installment is due in advance of the period in which the services will be provided)

- Annual Installments = \$29,291.00
- Monthly Installments = \$30,755.52 / \$2,562.96 @ Mo.
- Quarterly Installments = \$30,170.00 / \$7,542.50 @ Qtr.
- Semi-Annual Installments = \$30,170.00 / \$15,085.00 @ Half.

Please check if applicable to Customer with respect to this Schedule:

- Customer requires a Purchase Order be issued before an invoice may be paid. Accordingly, Customer agrees to issue such a Purchase Order upon signing this Schedule and return such Purchase Order with this Schedule to BH.

- Right of First Refusal.** If Customer intends to enter into an agreement with another party to obtain any services the same as or similar to any of the Services, Customer shall provide BH with written notice of the terms of such agreement prior to terminating this Schedule hereunder or the Agreement. If BH agrees to meet the same or similar terms within thirty (30) days following receipt of the written notice thereof, then Customer shall enter into an agreement on such same or similar terms with BH upon expiration of this Schedule or the Agreement, as applicable.
- Nonsolicitation/Hire.** During the Term of the Agreement and this Schedule, and for a period of one year after the latest of termination or expiration of the Agreement and this Schedule, Customer will not directly or indirectly, on behalf of itself, or on behalf of any person, firm, partnership, corporation, association or entity, (i) hire or solicit or induce any employee, consultant or representative of BH, including, without limitation, any Resident Technician or any Priority Resident Technician who is such during the Term of the Agreement or this Schedule (each a "Protected Party") to discontinue its relationship with BH or to establish a relationship with Customer or any other party, or (ii) engage any third party that hires any Protected Party to provide services the same as or similar to the Services. Violation of this provision shall constitute an event of default and BH shall have the right to any or all of the following: (i) equitable relief (including without limitation injunctive relief) without having to prove damages or post a security bond; (ii) terminate this Agreement; and (iii) pursue all other damages and remedies available under applicable law.
- Compliance With Anti-Bribery Provisions.** BH and its subsidiaries are operating in accordance with and have a compliance program in place which reflects a strict no-bribery policy in keeping with the United States Foreign Corrupt Practices Act and other applicable laws, including those of other countries. By signing this Schedule, Customer confirms and certifies that it understands and will follow the requirements of these laws. BH shall have the right to terminate this Schedule immediately if it has reason to believe that there has been an actual or potential violation of any laws related to anti-bribery, and to fully follow all reporting or other guidelines in the law.
- This Schedule may be modified or amended only by a subsequent written instrument mutually agreed to and signed by authorized representatives of the parties hereto expressly superseding the provisions hereof. Any modification or amendment, including, but not limited to, changes to Sections 2, require ninety (90) days prior written notice before such modifications shall become effective and may affect the Service Fees hereunder.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall be deemed for all purposes to constitute one and the same instrument.

IN WITNESS WHEREOF, BH and Customer, each acting under due and proper authority, have executed this Schedule as of the date set forth below.

BELL AND HOWELL, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF COLUMBUS

By: _____

Name: _____

Title: _____

Date: _____

Section 2.1.A - Equipment Maintenance Services Coverage List

EQUIPMENT & MODEL	SERVICE I.D. NO.	SERIAL NO.	SERVICE TYPE	PM INSPS.	RM CALLS	PARTS INCLUDED	AGE	CONTRACTED PERIOD OF MAINTENANCE (CPM)	RESPONSE TIME	TOTAL SERVICE FEE
Enduro w/ *JetVision Platinum Envelope Transport	103167A	581324/01224A	Priority ServicePlus	Bi- Monthly	ALL	YES	9.0	8:30A - 5:00P M - F	4 HOUR	\$27,149.00
TOTAL EQUIPMENT SERVICE FEES										
(Exclusive of Taxes)										\$27,149.00

Section 2.1.B - Software Services Coverage List

SOFTWARE DESCRIPTION	SERVICE I.D. NO.	SERIAL NO.	CONTRACTED PERIOD OF MAINTENANCE (CPM)	SERVICE TYPE	TOTAL SERVICE FEE
*JetVision Platinum Envelope Transport	103167AP	32130	8:30A - 5:00P M - F	Software Maintenance	\$2,142.00
TOTAL SOFTWARE SERVICE FEES					
(Exclusive of Taxes)					\$2,142.00

TOTAL AGREEMENT EQUIPMENT AND SOFTWARE SERVICE FEES: \$29,291.00

*** CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IDENTIFIED ON THIS SCHEDULE IS OBSOLETE.**

THE OBSOLETE NATURE OF SUCH SOFTWARE MAY AFFECT BH'S ABILITY TO RESOLVE AN ISSUE IN A WAY THAT DOES NOT INVOLVE A CHANGE TO THE SOFTWARE. BH SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE A FIX SHOULD SUCH SOFTWARE FAIL, BUT DOES NOT GUARANTEE ITS ABILITY TO DO SO. DOWNTIME SHALL NOT GIVE RISE TO ANY PENALTIES. IF THE PROBLEM CAN ONLY BE RESOLVED THROUGH A CHANGE TO THE SOFTWARE, THE FOLLOWING OPTIONS ARE AVAILABLE TO CUSTOMER:

- (a) CUSTOMER CONSIDERS THE ISSUE AS NON-CRITICAL AND IT REMAINS UNFIXED; OR**
- (b) CUSTOMER REQUESTS THAT BH MAKE A REASONABLE EFFORT TO RESOLVE THE TECHNICAL ISSUE. THESE REQUESTS WILL BE CONSIDERED ON A CASE-BY-CASE AND A FIX MAY OR MAY NOT BE OFFERED. ANY SUCH ATTEMPTED FIXES MAKE NO GUARANTEE ON RESOLUTION TIMES; OR**
- (c) CUSTOMER AGREES TO UPGRADE THE AFFECTED SOFTWARE, AND RELATED HARDWARE NECESSARY FOR THE OPERATION OF SUCH UPGRADED SOFTWARE, AT CUSTOMER'S SOLE AND ADDITIONAL EXPENSE TO A SUPPORTED PRODUCT/VERSION IN WHICH THE ISSUE CAN BE ELIMINATED OR OTHERWISE ADDRESSED. THIS WOULD ALSO REQUIRE UPDATES TO THE APPLICABLE LICENSE AGREEMENT(S) AND WOULD REQUIRE A SCHEDULE TO PERFORM THE UPGRADE AT MUTUALLY AGREEABLE TIMES.**

IF AFTER USING COMMERCIALY REASONABLE EFFORTS TO REMEDY A SERVICE PROBLEM WITH ANY OF SUCH SOFTWARE, BH IS UNABLE TO RESOLVE SUCH PROBLEM, REGARDLESS OF THE REASON, THEN, UPON EITHER BH'S OR CUSTOMER'S WRITTEN NOTICE, BH SHALL IMMEDIATELY CANCEL THE COVERAGE FOR SUCH UNSERVICABLE SOFTWARE UNDER THIS SCHEDULE, AND WILL REFUND TO CUSTOMER ANY UNUSED PORTION OF PRE-PAID FEES APPLICABLE TO SUCH UNSERVICABLE OR SOFTWARE.

BH MAKES NO WARRANTIES, WRITTEN OR ORAL, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SUCH SOFTWARE OR SERVICES PERFORMED THEREON. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE PARTIES AGREE THAT THE PROVISIONS OF THIS SECTION SHALL CONTROL OVER ANY CONFLICTING PROVISIONS IN THE AGREEMENT.



EXHIBIT 1 Customer Services Description of Service Options

The following terms shall have the meaning ascribed to them below:

1. ***“Equipment Services” shall include:***

“Priority ServicePlus” - During the Contracted Period of Maintenance (CPM) excluding holidays, if requested by Customer, BH shall dispatch a technician to perform, pursuant to the Schedule, Preventive Maintenance inspections and Remedial Maintenance calls. During any Remedial Maintenance call or Preventive Maintenance call, the technician shall replace, without additional charge to Customer, as reasonably necessary, Non-Consumable Parts. Operator error, routine set-up, and repeated operator training are not included in the number of inspections or calls listed on the Schedule. BH shall bill Customer, (at BH’s then current rates for labor plus BH’s list price for any Equipment parts) for any Services required as a result of operator error, routine set-up and repeated operator training.

2. *Software Maintenance Services:* The following terms shall have the meaning ascribed to them below:

(2.1.a) “Telephone and E-Mail Assistance”. – BH shall provide Customer with a toll-free telephone number that will enable designated Customer employees to (i) call BH for general assistance, (ii) obtain answers to specific software questions, and (iii) receive aid in diagnosing suspected software problems. BH will respond to requests for assistance made by Customer via telephone or e-mail. Telephone support shall be available between 8:30 a.m. and 5 p.m., Eastern Standard Time, Monday through Friday, excluding BH holidays.

(2.1.b) “Remote Diagnostic Service”. - BH, at its sole discretion, may employ remote telephony techniques in an effort to enhance the diagnostics process. Customer agrees that any remote diagnostic ancillary equipment and/or Software (collectively, the “RD”) and or software furnished by BH shall remain the property of BH. Customer agrees to provide adequate protection for the RD, including, but not limited to protection against theft, physical damage by Customer’s personnel, and reasonable protection against natural elements. Customer further agrees that, upon discontinuance of RD service, BH may remove and / or disable the RD at any time after proper notice of discontinuance to BH. Customer is responsible for any charges for phone line installation or monthly usage.

(2.1.c) “Maintenance Releases”. – BH may periodically prepare and provide to Customer software fixes or patches that are otherwise not separately marketed or priced (the “Maintenance Releases”). Customer will be solely responsible for integrating Maintenance Releases into Customer’s Equipment and Software environment. BH may at its sole discretion charge a fee for Maintenance Releases that provide new functionality.

(2.1.d) “Documentation Configuration Management”. – BH will periodically send to customer the latest revision of the operator’s manual (the “Update”). BH may send the Update by either hard copy or electronic media. Customer is responsible for placing the Update in the correct manual and for properly maintaining said manual.

(2.1.e) “Enhancement Releases”. – BH may periodically prepare and provide to Customer enhancements or additional features that are otherwise not separately marketed or priced (the “Enhancements”). Customer will be solely responsible for integrating Enhancements into Customer’s Equipment and Software environment. BH may at its sole discretion charge a fee for Enhancements that provide new functionality.

“Options” (Separately priced) shall include:

“Expanded Telephone Support Hours”. Telephone and e-mail support as listed in Section 2.1.a above, available on a 7 x 24 basis, excluding BH holidays.