

Customer Information

Legal Name	Denton Independent School District							
Billing Address	1307 N. Locust St.							
City	Denton	State TX		Zip	76201	Main Phone (940)	369-0000	
Sales Contact	Sandra Nulty	E-mail	snulty@dentonisd.org		Phone (940)	369-0101	Ext	
A/P Contact	Megan Holzer	E-mail	mholzer@dentonisd.org		Phone (940)	369-0109	Ext	

Equipment Schedule

Please refer to "Pricing and Schedule of Equipment," attached and made part of this Agreement for specific equipment and pricing.

Customer Authorized Signature: <input checked="" type="checkbox"/>	ImageNet Consulting, LLC Authorized Signature: <input checked="" type="checkbox"/>				
Accepted by:	Title:	Date:	Accepted by:	Title:	Date:

Standard Services

- Implementation: ImageNet Consulting, LLC will inspect any existing equipment currently located at Customer's site and is to be covered under this Agreement to determine that it is in good mechanical condition prior to this Agreement's Effective Date. Should the equipment require significant repair or overhaul, such repairs may be charged to the Customer at current ImageNet Consulting, LLC rates. Such repairs will be performed and charged only upon agreement of both parties. Any new equipment to be installed by ImageNet Consulting, LLC as part of this agreement will be covered upon installation and execution of this agreement.
- Quick-Response Technical Service: In accordance with the selected "Service Plan" listed above ImageNet Consulting, LLC will provide service and all maintenance, including unlimited service calls, parts (as classified by the manufacturers) and consumable supplies including: maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner on the equipment listed above or attached schedule (s) for the term of the Agreement with the following stipulations and exceptions.
- Quality Assurance: ImageNet Consulting, LLC will ensure reasonable equipment uptime through ImageNet Consulting, LLC performance management and reporting tools. Performance reviews may be scheduled at Customer's request.
- Web-Based Support Services: ImageNet Consulting, LLC will provide its standard web-based support services including but not limited to: service call dispatch, supply orders, and meter-read input available at www.imagenetconsulting.com.
- Meter Reading: Customer may report meters either by phone, email, facsimile, or ImageNet Consulting, LLC on-line web-reporting tool. ImageNet Consulting, LLC may activate and use monitoring software to provide meter readings as well as report service issues and provide supply levels for networked equipment. A key Customer contact will be responsible for providing access to allow ImageNet Consulting, LLC to collect meters when needed. If no meter is received, ImageNet Consulting, LLC reserves the right to utilize past meters to estimate any required meter in order to process billing. **ImageNet Consulting will provide a stale meter report monthly to Denton ISD Accounts Payable Departments and to the Office of Technology Information Systems**
- Correspondence: All correspondence relating to the notifications within this agreement are to be sent via registered letter to the Contracts Department at 913 N. Broadway, Oklahoma City, OK 73102 attention Contracts.
Key Contact: Customer agrees to make available and designate a key contact for general administration of this Agreement. If the employment status of Customer key contact changes so as to affect the contact's availability to perform this assignment, Customer shall promptly inform ImageNet Consulting, LLC and replace with a new key contact.
Software & Connectivity: ImageNet Consulting, LLC will connect up to four (4) workstations during initial installation; additional workstations will be subject to additional charges. ImageNet Consulting, LLC will provide to customer a Connectivity Information Sheet ("CIS") prior to installation of any equipment that requires software or connectivity. The CIS form will cover the entire scope of work to be performed during the initial set up of the equipment. Issues relating to software and/or connectivity within the installation scope of work after ninety (90) days of the initial set up are independent of this agreement. At the Customer's request ImageNet Consulting, LLC will provide a new scope of work related to any issues that arise after ninety (90) days of the initial install. Any additional charges that may apply will not be performed unless both parties have agreed to and executed a new scope of work.

Standard Terms & Conditions

- General
 - Upon request ImageNet Consulting, LLC will supply the manufacturer's suggested yield and fill rates. If the supply consumption exceeds the manufacturers suggested yield and fill rates by more than twenty percent (20%) ImageNet Consulting, LLC may assess a surcharge equal to the manufacturers suggested retail price (MSRP) of the additional usage.
 - ImageNet Consulting, LLC may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected.
 - ImageNet Consulting, LLC will not be obligated to provide service on Printers or Multi-Function Printers (MFP) where Customer uses (i) supplies; (ii) printer parts; or (iii) paper that does not meet manufacturer's specifications and/or Customer uses supplies or spare parts not obtained through ImageNet Consulting, LLC. ImageNet Consulting, LLC may charge its standard hourly rates to repair Printers or MFPs with service problems as a result of Customer's misuse of these items. The term supplies includes: toner, developer, drums and supply modules.
 - If the Equipment is modified, altered, or serviced by personnel other than ImageNet Consulting, LLC representative, ImageNet Consulting, LLC may charge Customer for any damage resulting from such modification, alteration, or improper service.
 - ImageNet Consulting, LLC will not be responsible for delays, inability to provide service calls due to strikes, accidents, acts of God or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
 - Each impression on ledger (11x17) paper will be counted as two images.
 - In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through ImageNet Consulting, LLC.
 - In the event of rising fuel costs ImageNet Consulting, LLC reserves the right to add a fuel charge to the monthly, quarterly or annual invoice with prior written notification and acceptance by Denton ISD
 - If applicable Customer may exercise the right to reduce the "Base Charge" and "images included" by up to 10%. A reduction of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.
- Coverage Excluded: This Agreement excludes the following unless otherwise specified:
 - ___ Paper and staples;
 - ___ Any and all equipment not listed on Schedule A or on front of this agreement; external cards, hard drives or supplemental hardware; and software;
 - Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at the Customer's request and does not effect this Agreement.
 - ___ Items damaged by Customer, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the Customer at current ImageNet Consulting, LLC rates.
 - ___ It is client's responsibility to insure that any connected device meets with their network security policy, included but not limited to any malware protection.
- Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:
 - Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
 - Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the Scope of Services Agreement, Equipment must be operated on an isolated electrical line.
 - Equipment must be operated within the specified operational (including usage) specifications.
 - Only ImageNet Consulting, LLC furnished supplies and parts may be used on the Equipment.
 - ImageNet Consulting, LLC supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested MSRP.
- Additional Equipment: Customer must immediately notify ImageNet Consulting, LLC upon installation and network connection of any additional equipment at Customer's site capable of using ImageNet Consulting, LLC supplied toner cartridges. Upon installation, such equipment will automatically be included as the Equipment under this Agreement and billed accordingly to Customer.
- Back Orders: Unless otherwise noted within this agreement ImageNet Consulting, LLC may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.
- Term: This Agreement will begin on the Effective Date and continue for a term designated in the Agreement Terms section of this Agreement (the "Initial Term"). This Agreement will be automatically extended for an additional 12 months; unless Customer provides written notice to ImageNet Consulting, LLC of its intent to cancel the Agreement at least thirty (30) days prior to the last day of the then current term. ImageNet Consulting, LLC may cancel this Agreement **at the end of each term with written notice provided to Denton ISD thirty days prior**. ImageNet Consulting, LLC reserves the right to increase contract rates annually, not to exceed 15% of the previous Base Coverage & Excess terms **at the end of each term with written notice provided to Denton ISD thirty days prior**.
- Payment: Payment is due **thirty (30) days** from date of invoice **written in pdf and excel versions**. Delinquent amounts will accrue interest at a rate of 1.5 percent of the past due amount per month (or, if lower, the maximum rate of interest chargeable under applicable law). Customer will pay all federal, state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement.
- Indemnification: **To the extent permitted by Texas law** Each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event will ImageNet Consulting, LLC be liable to Customer for consequential or damages due to ImageNet Consulting, LLC non-performance, any breach of this Agreement, or any act of ImageNet Consulting, LLC or of its employees or agents.
- Assignment: ImageNet Consulting, LLC may sell, assign or transfer this Agreement, **with thirty days prior written notice**. Customer agrees that if ImageNet Consulting, LLC sells, assigns or transfers this Agreement, the new owner will have the same rights and benefits that ImageNet Consulting, LLC now has. Customer agrees that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, ImageNet Consulting, LLC agrees to remain responsible for our obligations hereunder. Customer may not sell, transfer and/or assign this Agreement without the prior written consent of ImageNet Consulting, LLC, such consent not to be unreasonably withheld.
- Miscellaneous: This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.
- Breach or Default: If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) ImageNet Consulting, LLC may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates and Jurisdiction: This Agreement will be governed by and construed according to the laws of the State of Texas applicable to agreements wholly negotiated, executed and performed in Oklahoma. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officers of ImageNet Consulting, LLC and the Customer.
- OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, IMAGENET CONSULTING, LLC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IMAGENET CONSULTING, LLC WILL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THERETO.

13. Availability of Funds. Denton ISD's payment obligations are payable only and solely from funds appropriated and available for the purpose of the purchase. The absence of appropriated or other lawfully available funds shall render the Contract Award null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. Denton ISD shall provide the Contractor written notice of the failure of Denton ISD to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract Award, or the reduction of any appropriation to an amount insufficient to permit Denton ISD to pay its obligations.
14. Texas HB 89. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Pricing and Schedule of Equipment					
Base charge	\$0	Monthly	for	60 months	
Start Date		8/1/2019	End Date		8/1/2024
BW images included		0	overages billed @	\$0.0139	Monthly
CLR images included		0	overages billed @	\$0.068	Monthly
Service Plan	Parts, Labor & Toner		OEM Supplies		Supplies Provided by ImageNet
Refer to Schedule A					

Schedule A

Location	Make	Model	BW Rate	CLR rate
Denton ISD	HP	LaserJet M521DN	\$0.0139	\$0.068
Denton ISD	HP	LaserJet M428FDN	\$0.0139	\$0.068
Denton ISD	HP	Managed LaserJet E60155DN	\$0.0139	\$0.068
Denton ISD	HP	Managed LaserJet E50145DW	\$0.0139	\$0.068
Denton ISD	HP	LaserJet M404DN	\$0.0139	\$0.068
Denton ISD	HP	PageWide E55650DN	\$0.0139	\$0.068
Denton ISD	HP	Color LaserJet M452	\$0.0139	\$0.068
Denton ISD	HP	Color LaserJet M477FDN	\$0.0139	\$0.068
Denton ISD	HP	PageWide E57750DW	\$0.0139	\$0.068

Schedule "A" attached to and made part of the Service Agreement dated ____ day of _____, 2019, Denton ISD and ImageNet Consulting, LLC.

ImageNet Consulting, LLC

Denton ISD

By: _____

By: _____

Title _____

Title _____