

#### **SUPPLEMENT**

MASTER AGREEMENT NO. APPLICATION NO. CONTRACT/SUPPLEMENT NO. 014-0960013-003 CUSTOMER ("YOU" OR "YOUR") FULL LEGAL NAME: City of Powder Springs 4484 Marietta Street, Powder Springs, GA 30127 ADDRESS: MASTER AGREEMENT REFERS TO THE AGREEMENT BETWEEN CUSTOMER AND OWNER IDENTIFIED IN OWNER'S RECORDS BY THE MASTER AGREEMENT NO. ABOVE DESCRIPTION OF EQUIPMENT TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES ☐ SEE ATTACHED SCHEDULE Toshiba ES 3515AC - copy, print, scan, fax, finisher EQUIPMENT LOCATION: 4181 Atlanta Street, Papa Morris Building, Powder Springs, GA 30127 **DESCRIPTION OF EQUIPMENT REMOVED** PAYMENT (CHECK ONE PAYMENT OPTION) MONTHLY PAYMENT AMOUNT: (PLUS TAX) (INCLUDES AMOUNTS DUE UNDER THIS SUPPLEMENT ONLY) ☑ TOTAL CONSOLIDATED MONTHLY PAYMENT AMOUNT: \$ 1.325.00 (PLUS TAX) (INCLUDES AMOUNTS DUE UNDER THIS SUPPLEMENT, THE MASTER AGREEMENT, AND ANY OTHER APPLICABLE SUPPLEMENT(S) DURING THE TERM THEREOF) TERM (CHECK ONE TERM OPTION) ☐ TERM: THE END OF THE TERM OF THIS SUPPLEMENT IS THE END OF TERM OF THE MASTER AGREEMENT (COTERMINOUS) ▼ TERM IN MONTHS: 48 (APPLIES TO THIS SUPPLEMENT ONLY) **AGREEMENT** If this Supplement relates to Equipment not subject to the Master Agreement (i.e., additional Equipment), this Supplement, together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between Customer and Owner with respect to the Equipment referenced herein, separate and distinct from the Master Agreement. Customer agrees to be bound by the terms of this Supplement, which includes the preprinted terms of the Master Agreement (as amended) and agrees this Supplement shall commence on the date of Owner's acceptance. The original of this Supplement shall be that copy which bears a facsimile or original of Customer's signature and which bears Owner's original signature. If any provision in this Supplement conflicts with a provision in the Master Agreement, the provision in this Supplement shall control. If this Supplement relates to Equipment subject to the Master Agreement (i.e. replaced or removed Equipment and/or payment modifications), the Master Agreement shall be modified or supplemented as set forth above as of the date Owner accepts this Supplement. Except as specifically modified by this Supplement, all other terms and conditions of the Master Agreement (as amended) remain in full force and effect **CUSTOMER'S AUTHORIZED SIGNATURE** ONCE YOU SIGN THIS SUPPLEMENT AND OWNER ACCEPTS IT, THIS SUPPLEMENT WILL BE NON-CANCELABLE FOR THE FULL TERM. (As Stated Above) **PRINT NAME & TITLE** CUSTOMER **SIGNATURE** OWNER ("WE", "US", "OUR") **EDGE Business Systems, LLC** SIGNATURE PRINT NAME & TITLE **UNCONDITIONAL GUARANTY** The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Supplement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Supplement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Master Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Supplement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports. SIGNATURE: X INDIVIDUAL: CERTIFICATE OF DELIVERY AND ACCEPTANCE The Customer hereby certifies that all the equipment referenced herein: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. X NAME & TITLE: SIGNATURE:

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Customer "Ship To" Address		
Company	City of Powder Springs	
Address 1	4181 Atlanta Street, Papa Morris Building	
Address 2		
City / State / Zip	Powder Springs, GA 30127	
Fed Tax ID		
Contact	Pam Conner	
Phone	770-943-1666	
Fax		
Email	pconner@CityOfPowderSprings.org	

Customer "Bill To" Address		
Company	City of Powder Springs	
Address 1	484 Marietta Street	
Address 2		
City / State / Zip	Powder Springs, GA 30127	
AP Contact	Pam Conner	
Phone	770-943-1666	
Fax		
AP Email	pconner@CityOfPowderSprings.org	

In consideration of the mutual agreement and Terms & Conditions set forth herein, the above named customer (hereinafter "Customer") and EDGE Business Systems ("EDGE") agree as follows: EDGE agrees to provide equipment and services as set forth hereinafter and for the hardware and/or software described herein subject to all terms and conditions contained herein and reverse side hereof.

## **Equipment Detail**

Qty	Make / Model / Description	Serial Number	Amount
1	Toshiba ES 3515AC		Included in Lease Agreement
1	RADF		
1	Large Capacity Feeder (2,000-Sheet)		
1	Inner Finisher		
1	Fax Kit		
Details			
Price includes: Del	ivery / Initial Network Set-Up and Training		
Notes		Subtotal	
		Sales Tax	
		Delivery & Installation	
		Total	

By executing this sales agreement, the undersigned acknowledges that they have read and understand the agreement and certifies authorization to execute this agreement on behalf of the customer.

Printed Name	Customer Signature	Title	Date

### **Sales Agreement Terms and Conditions**

- 1. This agreement shall become binding once approved and accepted by EDGE Business Systems, Inc ("Seller") at its home office, and until such time this agreement is merely and offer and not a contract.
- 2. This order may not be canceled or altered after acceptance without Seller's consent.
- 3. Provisions of this contract once accepted by Seller constitute the entire agreement between purchaser and Seller and supersede all other written and oral communications between parties. The Seller is specifically not bound by any oral or written representation made by its employees or sales representatives who do not appear herein in writing.
- 4. Seller, at its option, may terminate this Agreement without prior written notice where invoices are unpaid and overdue or where any of the terms and conditions of this Agreement has been violated by Customer. Customer agrees to pay Seller's costs and expenses of collection including the maximum attorney's fee permitted by law, said fee not to exceed 25% of amounts due hereunder.
- 5. Customer agrees to bear all risk of theft, loss or damage, no matter how occasioned, to all equipment installed hereunder.
- 6. A purchase money security interest is hereby granted to Seller in the property described on the reverse until such time as the account balance is paid in full. In addition title to the equipment remains with Seller until account is paid in full.
- 7. On each installment in default for a period of more than ten days, the Customer will pay a delinquency charge up to 5% of each installment.
- 8. Seller reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Customer of its obligation to accept remaining installments.
- 9. Seller shall not be liable for failure to deliver or delays occasioned by causes beyond Seller's control including without limitation strikes, nondelivery by shippers carriers or others, accidents or government acts.
- 10. Default: In the event the customer shall default on any payments due under this agreement or in the event of any default or breach of the terms and conditions of this agreement, Seller shall have the right to do any one or more of the following: (a) With verbal notice to the customer seller may repossess the equipment wherever found without legal proceedings, and for this purpose Seller or its agents may enter upon any premises under the control or jurisdiction of the Customer or its agents without liability for suit, action or other proceeding by Customer and remove the equipment; (b) Any repossession, resale or release of any equipment by Seller shall not be a bar to the institution of litigation by Seller against the Customer for damages for breach of this agreement.
- 11. All parties agree that in no event shall Seller be liable to customer for incidental damages, including but not limited to inconvenience, loss of time, or legal liability resulting from loss of use of equipment for any period of time for any reason. There are no warranties, other than those contained in this agreement, including the implied warranties of merchantability and fitness for a particular purpose of this agreement. This agreement constitutes the entire agreement between Seller and Customer and no representation or statement not expressed herein shall be binding on the Seller.
- 12. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGEMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.
- 13. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment, unless such losses or injury are caused by us.
- 14. CONSENT TO LAW, JURISDICTION AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Georgia and shall be governed by and construed in accordance with its laws. If the Seller shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocable agrees that any such matter may be adjudged or determined in any court or courts in the state of Georgia. The Customer herby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Seller in relation to such matters. You waive trial by jury in any action between us.

EDGE Signature P	Printed Name	Title	Date



# **Maintenance Agreement**

Customer "Ship To" Addr	ess			Customer "Bill"	To" Addre	SS		
<b>Company</b> City of Pov	wder Spring	gs		Company	City of Powder Springs			
Address 1 4181 Atlar	nta Street, P	a Street, Papa Morris Building		Address 1	484 Marietta Street			
Address 2				Address 2				
City / State / Zip Powder Sp	orings, GA 3	0127		City / State / Zip Powder Springs, GA 30127				
Fed Tax ID								
Contact Pam Conn	er			AP Contact	Pam Conn	er		
<b>Phone</b> 770-943-1	666			Phone	770-943-1	666		
Fax				Fax				
<b>Email</b> pconner@	CityOfPow	derSprings.org		AP Email	pconner@	CityOfPow	derSprings.org	
In consideration of the mutu Business Systems ("EDGE") a and/or software described h	agree as foll nerein subje	ows: EDGE agrect to all terms a	ees to provide servion nd conditions conta	ce, maintenance an ined herein and rev	d supplies a verse side h	as set forth l ereof.	nereinafter and	for the hardware
Mak	e/Model /	Description		Serial N	Number / ID		St	art Meter
See Equipment Schedule for A	Additional Eqi	uipment/Accessori		ana ant Chana				
D. 1. 1				ement Charg	_			
Detail			olume		Total			erage Rate
Black-White Base	-		2,000					\$0.0065 \$0.065
Color Base Wide Format Base	•	•	1,200					<del>\$0.065</del>
Wide Format base	<u> </u>							
Contract Term (Months):			48		Meter Cor	ntact:	Pa	m Conner
Base Billing:		М	lonthly	_	Email:		pconner@City	OfPowderSprings.org
Overage Billing:		M	lonthly	_	Phone:		770	)-943-1666
Supplies Included:			Yes					
Remote Support Initial:		Declin	ed, Billable	-				
(Declined if not initialed)	1		Γ	_	1			
Equipment Pickup	Yes	V	Make ,	/ Model		Descripti	on	Serial Number
de lemane ramala	No							
"Customer" authorizes EDGE								
Business Systems to pick up equipment listed and remove from	Initial:							
site.		d if not initialed)			1			
	<u>I</u>		<u> </u>		1			
Printed Name			Customer Si	gnature			Title	Date

#### **Maintenance Agreement Terms and Conditions**

- 1. Acceptance by Dealer of contract: References made to "Dealer" shall mean EDGE Business Systems, LLC. Machines sold by Dealer are eligible for a service contract immediately. If service contract is requested at any other time, machine must first be inspected by Dealer. Customer shall bear any and all costs necessary to bring machine up to specifications. Machines not sold initially by Dealer which are accepted for a service contract after inspection is not covered for parts the first 45 days. Invoices shall be due and payable by the customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If customer fails to make any payment when due, there will be a service charge of ten percent (10%) of the total amount due or \$50.00, whichever is greater. Customer shall pay a \$20.00 service charge on any and all returned checks. Customer shall pay all collection expenses incurred by Dealer, including but not limited to, court, attorneys and accounting fees, if required.
- 2. Taxes. Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the forgoing taxes. Customer shall not be responsible for taxes based on Dealer's gross or net income.
- 3. Default. If Customer is in default of any term or condition, seller may cancel this agreement in whole or part at any time upon ten (10) day's written notice. If seller cancels the agreement the agreement will be prorated based upon the unused portion of the term of the agreement. Any amount due to seller will be invoiced and is payable upon receipt. Any amounts due to the Customer will be applied to any unpaid invoices prior to refund
- 4. Business Purpose. Customer warrants and represents that the goods will be used for business purposes, and not for personal, family, or household purposes.
- 5. Availability. Customer agrees that the goods are subject to availability and seller reserves the right to substitute models of like specification if practicable. Dealer may cancel any order or any part of an order without cause at any time and without penalty, and seller's sole obligation shall be to return any down payment paid by customer. If parts become unavailable for discontinued equipment, Dealer reserves the right to delete said equipment in accordance with the terms of this agreement.
- 6. Delivery and Installation. Dealer shall use its standard packaging. Dealer shall choose the method of delivery; Dealer reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve Customer of its obligations to accept remaining installments. Equipment shall be installed in accordance with manufacturer's specification. At Customers sole cost and expense, Customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord is not covered by this agreement.
- 7. Title, Identification and risk of loss. The goods shall be identified to the contract, and risk of loss shall pass to Customer when the goods are placed in the hands of the carrier. For goods purchased outright, title will pass to Customer upon payment in full. For goods purchased on an installment payment basis title will pass to Customer on the installation date.
- 8. Security Interest. Dealer expressly reserves a security interest in the goods until payment in full has been collected and Customer agrees to notify seller prior to relocation of any goods for which seller has a security interest. Customer shall execute any other document, including a financing statement or other document similar to the UCC-1, necessary to protect Dealer's security interest in the goods. Customer authorizes Dealer to file at customers expense any financing statement relating to the goods without Customer's signature except where prohibited by law.
- 9. Warranties. Dealer warrants and represents that the goods and services of all new copiers and facsimiles sold by Dealer will conform to the description and specification and be free from defects in material and workmanship for ninety (90) days from the date of this purchase. Within this period Dealer will repair said equipment without charge for parts. This ninety (90) day period will not cover labor and supplies normally covered under the Dealer maintenance agreement unless the contract for the maintenance agreement is signed at the point of sale. A \$125.00 per hour fee will apply to all service calls regardless of service needed outside of the maintenance agreement with an upfront one (1) hour minimum.
- 10. Dealer makes no warranties whatsoever express or implied with regard to the service, the software included with the product or its installation and maintenance, and expressly excludes all implied warranties of merchantability and fitness for a particular purpose.
- 11. Dealer's liability is limited to the cost of purchased products by the Customer from Dealer. Dealer shall not be liable for any special damages, including but not limited to damages due to loss of data or information of any kind, loss of or damage to revenue, profits or goodwill, damages due to interruption of business, damage to Customer's computers or networks, even if the Dealer has been advised of the possibility of such damages.
- 12. Dealer makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes. Dealer shall under no circumstances be liable for any special, exemplary, punitive, incidental or consequential damages regardless of the cause. Dealer shall not be liable for failure due to delays occasioned by causes beyond their control including without limitation, strikes, delays by shippers or common carriers, accidents, government acts, or acts of God.
- 13. Remedy Limitations. The goods shall not be returned to seller for credit without Dealer's written consent. No credit will be given after fourteen (14) days from the date of the invoice. All returns for credit within fourteen (14) days are subject to up to a 20% restocking fee. All costs of return shall be the responsibility of the Customer. Customer's exclusive remedy for breach of warranty shall be replacement or repair of the item or non-conforming parts at the option of Dealer. Customer expressly waives its rights to special, consequential, exemplary, and incidental or punitive damages.
- 14. Renewal/Termination. This is an annual contract that will automatically renew yearly after the initial period unless cancelled by Customer by certified mail sixty (60) days prior to anniversary date. Said automatic renewal is to provide uninterrupted coverage to Customer. This contract will increase in cost annually by no more than 10% to adjust with equipment age. This agreement is subject to acceptance by Dealer and will remain in force until cancelled as stated above. Dealer reserves the right to cancel this contract as its discretion upon ten (10) day's written notice. If Customer elects to terminate this agreement prior to expiration of the initial term without cause or in the event Dealer terminates this agreement prior to the end of the initial term due to Customer's material breach, Dealer will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. These damages will be calculated as the average of the three (3) most recent billing periods multiplied by the total remaining billing periods, divided by two.
- 15. Remedial Maintenance. During the term of this agreement Dealer agrees to perform the maintenance and repair that will keep the equipment in good working order and condition, normal wear and tear included. If Dealer is notified by a Customer during the term of the agreement that the equipment is not in good working condition, Dealer will, during Dealer's established service hours make necessary adjustments and repairs including replacement of parts, or replace the equipment versus repair at Dealer's service hours are 8:00am to 5:00pm Monday thru Friday Eastern Standard Time, excluding holidays. Dealer may from time to time adjust these hours as may be required in the course of business. Service at times other than Dealer established hours may be furnished on "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of Dealer.
- 16. Dealer will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments, including consumables such as OEM and/or recycled toner, developer, drums and fuser rollers within the limits of their suggested yield. (Paper and Staples are excluded). Additional toner requested beyond 125% of manufacturer's specifications is subject to additional charges.
- 17. Customer Responsibility. Customer will be responsible for the daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, reporting meter reads, etc, (where applicable). It is the Customer's responsibility to provide a key operator who shall be responsible for normal operator functions listed above. In addition, it is the Customer's responsibility to provide Dealer with meter readings as needed. If current meter reading is NOT submitted to Dealer, Dealer will use an estimated meter reading based on service history for billing period. An image is defined as a standard 8 ½ x 11 single sided print.
- 18. Customer agrees that Dealer will not be held accountable to make adjustments, repairs or replacements if Dealer is not provided reasonable access to the equipment.

enforceability of the remaining provisions of this agreement.

- 19. Assignment. This agreement shall not be assigned by Customer without Dealer's express written consent. In the event that Dealer assigns any of its obligations under this agreement, Dealer shall remain primarily responsible to perform those obligations. Any claim or defense customer may have relating to those obligations must be asserted on or against seller and not its assignee.
- 20. Notices. All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
- 21. Indemnification. Customer shall bear all risk of theft, loss or damage not caused by seller's employees or agents, to all goods installed under this agreement. Customer agrees to indemnify, defend and hold harmless seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising or Customers use of the goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of a negligent or intentional act or omission by Dealer.
- 22. Dealer shall indemnify Customer against any costs, losses, damages or liability incurred by customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by Customer. Customer shall immediately notify seller in writing of such claim or demand. Dealer shall have the sole right to control, and defense, thereof, and Customer agrees that it will not settle any such claim against itself without the prior written consent of Dealer. Provided however, that Dealer shall not indemnify Customer with respect to any claim relating to product(s) which is/are manufactured according to Customers instructions, or modified by Customer or combined with other non-dealer products, equipment, systems and/or processes, Failure of Customer to provide timely notification of claim to Dealer shall relieve
- 23. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, abuse, misuse, excess of voltage or power surges, repairs other than those provided by Dealer authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

  24. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and
- 25. Applicable Law. This agreement shall be governed by the laws of the State of Georgia and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by seller to enforce or defend any term or provision of this agreement customer agrees to pay all costs and expenses sustained by seller, including but not limited to, reasonable attorney's fees.

  26. Dealer's Agents. Customer acknowledges that it has been advised that no agent, employee, or representative of seller has any authority to bind Dealer to any affirmation promise, representation, or warranty concerning any goods and services, and unless such affirmation, promise, representation, or warranty is specifically set forth in this agreement it does not form a basis of this bargain and shall not be enforceable against
- 27. Customer Documentation. Customer agrees that any purchase order or other documentation issued to Dealer covering the goods or services is issued for purposes authorization and Customer's internal use only, and any conditions contained therein shall not modify or add to the terms and conditions of this agreement.
- 28. Acceptance. This agreement and its terms and conditions shall not take effect until accepted and executed by an authorized Dealer Representative at sellers offices in the State of Georgia.
- 29. Entire Agreement. This instrument, and any attachments hereto, is the entire agreement between Customer and Dealer and supersedes any proposal or prior agreement, oral written, and any other communications relating to the subject matter of this agreement. The terms and conditions of this agreement shall supersede any terms and conditions which may be contained on any purchase order or other document which may be

EDGE Signature	Printed Name	Title	Date



# **EDGE Remote Support Contract**

**Network Connectivity Support Option** 

# **Scope of Standard Installation**

#### **EDGE Business Systems Responsibilities**

- 1. Confirmation of needed system configurations
- 2. Delivery and Installation of all hardware/software components
- 3. Assembly and testing of acquired hardware/software components
- 4. Configure system for specific network architecture
- 5. Connection of system to an active network port
- 6. Generation of server and up to 5 workstation printer test pages
- 7. Setup of user / accounting authentication requirements
- 8. Training of Client IT support on print driver setup

#### **Client Responsibilities**

- 1. Provide complete and accurate network survey
- 2. Must have IT representative available during install
- 3. Ensure compatible and updated OS on all workstations / servers
- 4. All servers / storage fully backed up prior to install procedures
- 5. Create all print queues as applicable
- 6. Network drops available at location of each system
- 7. Static IP Address to be provided as required
- 8. Network Cables to be provided as required

#### **Included Services During Installation**

All aforementioned items under heading of EDGE Business Systems Responsibilities
Complete coverage of Print Controller and Network Card including firmware updates
Server / PC driver installation, reinstallation and updates
Adding users to fax and scan modules

Vendor specific software, monitoring utilities, installation, reinstallation and updates

Level I support & diagnostics to be performed by EDGE Help Desk. The Help Desk will determine if on-site support is required and/or within scope of this agreement

### **EDGE MONTHLY CONTRACT PRICE**

\*Covers all assets that are labeled with an EDGE ID #

No charge for first sixty (60) days

\$4.00	per month / desktop
\$8.00	per month / MFP
\$48.00	Total per Month
Monthly	Bill Frequency

### ☐ ACCEPT the EDGE Remote Support Optional Coverage

I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified herein.

EDGE Connect Contract is billed congruently with the terms and conditions of the EDGE Maintenance Agreement either as a separate invoice, separate line item or added to the agreement's base charges.

### ☑ DECLINE the EDGE Remote Support Optional Coverage

Customer has declined the EDGE Connect Contract at this time and understands that additional charges to the aforementioned items of scope will be incurred at time and material billing rates (\$150 per call onsite, \$65 remote)

City of Powder Springs	
Business Name	
Customer Name	EDGE Contact
Customer Signature	EDGE Signature
Date	Date

# **EDGE REMOTE SUPPORT CONTRACT**

#### **OPTIONAL SUPPORT TERMS AND CONDITIONS**

- 1. Customer must contact EDGE prior to upgrading or changing any applications, software or operating systems.
- 2. Any software that interferes with drivers or other applications on EDGE connected devices will not be covered in the contract.
- 3. Proprietary application software support will be provided in a best effort basis with the ability to contact such software vendor(s).
- 4. It is the responsibility of the client to perform backups on the PC or network prior to any installation or update. EDGE bares no responsibility for any damage or data loss from said PC or network devices.
- 5. Upon expiration of the initial 12 month term of this agreement, agreement will automatically renew for another 12 month term unless the client provides written notice of non renewal. Upon renewal, the base monthly rate may be increased without notice. This agreement may be canceled within in 60 days by either party.
- 6. LIMITATIONS OF LIABILITY: EDGE Business Systems assumes no liability as an insurer and shall not be held accountable to client for failure to perform its obligations due to circumstances beyond the control of EDGE. Such circumstances shall include, but not limited to, any acts or omissions of any government or government authority, natural disasters, act of public enemy, act of terrorism, riot, sabotage, power failure, or delays in transportation or deliveries of supplies and materials, acts of God or any events beyond the control of EDGE Business Systems LLC.
- 7. EDGE Business Systems LLC, will bill for ongoing connected support. Services will cover only devices listed on this agreement and must be listed by model and serial number.
- 8. EDGE Business Systems LLC. And Client shall each maintain all necessary insurance.
- 9. Confidentiality, all information obtained by EDGE Business Systems LLC. will be held in strict confidence by EDGE.