# ATTACHMENT 3, CANON SAMPLE MPS AGREEMENT TERMS AND CONDITIONS

1. **TERM**. The Managed Print Services (“MPS”) shall begin on the Start Date and continue for the initial term specified above.
2. **CHARGES.** Authorized Dealer agrees that pricing shall remain firm for the initial terms of the Maintenance Agreement. Upon expiration of the initial contract term, or during any renewal period, Dealer reserves the right to increase the pricing upon thirty (30) days prior written notice, based on any changes to the fleet, or services being delivered, provided these changes are outside the scope of the original statement of work, and provided the pricing does not exceed the NASPO ValuePoint Master Agreement (“Master Agreement”) pricing. If you have selected the Fleet Coverage Plan, the Base Charge, Covered Images and Per Image Charges noted above shall apply to all of the Equipment on the Schedule. If you have selected the Per Unit Coverage Plan, the Base Charge, Covered Images and the Per Image Charges for each unit shall be reflected on the Schedule.
3. **PRIOR ASSESSMENT.** As part of an initial assessment, Authorized Dealer has performed a network and system discovery analysis of your IT environment in which services are to be rendered under this Agreement. Additionally, as part of the initial assessment, Authorized Dealer has used certain discovery tools to identify the components and conditions of your IT environment.
4. **COVERED PRINTERS.** This agreement is intended to provide services for your entire fleet of printers; however, certain models of printers may not be eligible for services under this contract due to age, geographic location or other reasons determined by Authorized Dealer. At Authorized Dealer’s discretion, the ineligible printers may be placed under a “Standard Plan” and identified on the associated schedule (“Schedule B”) and shall only receive toner cartridges and monitoring services. The “Premier” scope of services as defined in Paragraph 7 covers only the printers identified on the associated schedule (“Schedule A” or “Schedule A-MICR”). The parties may agree to add or remove printers from time to time during the Term by mutual execution of an Authorized Dealer MPS Change Order. Customer shall provide Authorized Dealer a standard device configuration sheet showing the start meter reading of the added printer(s) as of the start date of this contract. Otherwise, Authorized Dealer may compute a start reading for the printer(s) utilizing the current meter reading and subtracting an estimated monthly volume per printer, as determined by Authorized Dealer. In the event Customer acquires additional devices subsequent to the start date of this Agreement, the start meter shall be zero. If the quantity of printers changes during the Term from the original quantity listed on Schedule A, Schedule A-MICR or Schedule B, Authorized Dealer reserves the right to adjust the pricing accordingly.
5. **YOUR RESPONSIBILITIES. As a condition precedent to Authorized Dealer’s duties:**
6. The Printers shall meet the “Fit for Service” requirements outlined in the MPS Customer Expectation Document (CED) and shall be in good working condition on the Start Date (as determined solely by AuthorizedDealer in its reasonable discretion.)
7. You shall provide Authorized Dealer with an accurate location and printed configuration page for each printer placed under this Agreement. You shall notify AuthorizedDealer if you relocate any printers from the address indicated on Schedule A, A-MICR, B or any related Change Order.
8. You shall use only AuthorizedDealer-approved parts and supplies for the Printers.
9. You shall have proper electrical and network connections, install, and use Authorized Dealer approved surge protector where appropriate.
10. You shall provide a Key Operator responsible for designated duties in the operator’s manual and insure that the proper supplies are being installed and/or used correctly with the printers.
11. You are solely responsible for security of your electronic and other data.
12. You must install and keep the Data Collection Agent (“DCA”) installed on your network for networked devices and locally for non-networked devices throughout the Term of this Agreement. If the DCA does not communicate with AuthorizedDealer, you agree to provide manual meter readings upon request.
13. You agree that AuthorizedDealer may use estimated meter readings if it does not receive timely meter reading on any Printers covered by this Agreement.
14. You shall utilize the AuthorizedDealer ordering procedures for adding or deleting printers and ordering Toner Cartridges. You acknowledge that AuthorizedDealer will not deliver services or toner for printers not listed on Schedule A, Schedule A-MICR, Schedule B or any related Change Order until you complete the proper ordering procedure to add the printer to the Agreement.
15. You shall provide timely meter readings for any printer not connected to the DCA for any reason.

**ADDITIONAL TERMS AND CONDITIONS**

1. **AUTHORIZED DEALER RESPONSIBLITIES**
2. Authorized Dealer may tag each Printer initially listed on Schedule A, Schedule A-MICR or Schedule B with an Authorized Dealer Service tag indicating serial # and Authorized Dealer contact information.
3. Printers listed on Schedule A, A-MICR and B are provided replenishment of Original Equipment Manufacturer (“OEM”) or 3rd Party manufactured toner cartridges, as indicated on Page 1, for exclusive use with the Printers specified on Schedule A, A-MICR and B. The pricing in this agreement is based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that Authorized Dealer may invoice you for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the expected print volume (“EPV”) minus the actual print volume reported. The EPV = actual number of cartridges shipped x the toner yield per cartridge x 90%. You shall bear all risk of loss, theft or damage to unused toner cartridges provided to you under this Agreement, which shall remain Authorized Dealer’s property and shall be returned promptly upon termination of this Agreement.
4. Authorized Dealer may perform an initial walkthrough of Customer locations covered under this Agreement. Customer shall identify each networked and non-networked device to be covered under this agreement. Authorized Dealer will deliver, install, configure and test its network Data Collection Agent (“DCA”) with your IT staff assistance. Authorized Dealer will provide all technical support, updates and maintenance for the DCA.
5. You acknowledge that Authorized Dealer’s ability to deliver the services is dependent upon your full and timely cooperation with Authorized Dealer, as well as the accuracy and completeness of the information provided by you to Authorized Dealer. If, during the initial three (3) months of the Term, the assumptions used to develop the pricing and any related Statement of Work is found to be incorrect or misstated, the parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges. You agree to follow the detailed operational procedures and program guidelines, which are explained in the MPS Customer Expectation Document, which you hereby acknowledge, receipt of at the time of executing this agreement.
6. **SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 7 ONLY FOR THE EQUIPMENT LISTED ON A SCHEDULE A, SCHEDULE A-MICR, CHANGE ORDER FORM A, OR CHANGE ORDER FORM A-MICR . SUCH SERVICES ARE SUBJECT TO THE EXCLUSIONS HERINAFTER DESCRIBED.**
7. **COVERED SERVICES**
8. Authorized Dealer shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Printers in good working order in accordance with this Agreement and Authorized Dealer’s normal practice. Such service shall be performed during Authorized Dealer’s local regular business hours (8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays).
9. You shall afford AuthorizedDealer full, free and safe access to the Printers to perform on-site service. AuthorizedDealer may terminate its maintenance obligations as to any Printers if you relocate it to a site outside AuthorizedDealer’s authorized service territory.If, in AuthorizedDealer’s opinion, any Printers cannot be maintained in good working order through AuthorizedDealer’s routine maintenance services, AuthorizedDealer shall, at its option, either (i) substitute comparable Printers or (ii) cancel the balance of any remaining term of this Agreement as to such Printers and refund the unearned portion of any prepaid charges hereunder. Parts replaced or removed by AuthorizedDealer in connection with maintenance services hereunder shall become the property of AuthorizedDealer and you disclaim any interest therein.
10. **NON-COVERED SERVICE.** You acknowledge that Authorized Dealer shall not have obligations related to i) overhauls and/or reconditioning of printers; ii) printer user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Printers; (v) hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than toner cartridges as defined in section 3 ) used or consumed in the normal operations of the Printers (“Excluded Items”). The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with Canon’s then current contract pricing:
11. replacement of any consumable supply item other than toner;
12. repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Printers; the use of parts, supplies or software which are not supplied by Authorized Dealer and which cause abnormally frequent service calls or service problems; service performed by personnel other than Authorized Dealer personnel; transportation of the Printers; accident; use of the Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;
13. re-installation or relocation of Printers;
14. repairs to or realignment of Printers, and related training, necessitated by changes you made to your system configuration or network environment;
15. repairs or service required because of inadequate operation of the Printers (e.g., Authorized Dealer technician is dispatched to rectify a problem described in the operator manual); and
16. work that you request to be performed outside of Authorized Dealer’s regular business hours.
17. **DATA.** You acknowledge that the hard drive(s) on the Equipment may retain images, content or other data that you may store for purposes of normal operation of the Equipment (“Data”). You acknowledge that Authorized Dealer is not storing Data on your behalf and that exposure or access to the Data by Authorized Dealer, if any, is purely incidental to the services performed by Authorized Dealer. You are solely responsible for the Data. The Canon branded Equipment contains various security features that you can utilize. Upon your request, Authorized Dealer will work with you to provide information regarding your options and offer services to assist you. Please note that Canon offers basic data security options free of charge; however, other optional services may have an additional cost associated. The terms of this Section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and Authorized Dealer could be construed to apply to Data.
18. **TERMINATION.** Either party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.