

Inter-Territorial Agreement

Selling Dealer:	Applied Innovation	Servicing Dealer:	
Address:	5555 Glenwood Hills Pkwy SE, Grand Rapids, MI 49512	Contact:	
Phone:	800-521-0983	Warehouse Address:	
ITT Contact:	ITTGroup@appliedinnovation.com	Service Email:	
Meter Collected by:	Applied Innovation	Phone:	
Meter Contact:	itt.meters@appliedinnovation.com	E-Mail:	
Customer Information		Canon Dealer Code:	

Account Name:	
Network Contact:	
Delivery Contact:	
Delivery Address:	
Phone:	
E-Mail:	

Invoice Remittance Information****All invoices go to Applied Innovation******Please send all invoices to:**
accountspay@appliedinnovation.com

PO Number:

Equipment Information

		Compensation Paid By:			
Item #	Description	QTY	Install Comp	Total	Login Information
Miscellaneous Charges:					
Total Compensation Due:					

Service Contract Information

<p>Service contract will begin upon installation and be billed quarterly on the last 20th of the quarter.</p> <p>Service Plan</p> <p>ID Tags supplied by Applied Innovation</p> <p>Rates will increase by 5% annually.</p>	Base Payment & Overage Terms					
	Mono Pages Included	Color Pages Included	Base Charges	Mono Overage CCP	Color Overage CCP	Make/Model

Equipment for Pick-Up

Equip ID	Description	Serial Number	End Meter
		Disposal	Lease Return

Notes:

Terms & Conditions

These terms and conditions apply to the Agreement by and between Servicing Dealer and Applied Innovation (Applied) dated _____.

1. **REBATES.** All dealer rebates belong to Applied.

2. **COMPENSATION.** Compensation includes set-up, delivery, installation/networking and end user training at customers site.

3. **SERVICES.** Servicing Dealer shall provide: i) inventory management, including all toner cartridges and consumables for device as needed based on usage and on the Service Plan;

ii) repair/replace all parts and perform all labor required to maintain the covered devices in good working condition; iii) Response times will be within four (4) hours of when the service request is received. If the service request is received after 1pm, and Servicing Dealer cannot arrive before close of business, Servicing Dealer will arrive before 9am the following business day; iv) normal business hours are between 8am and 5pm, Monday through Friday excluding holidays;

v) servicing Dealer will use commercially reasonable efforts, but no less than good and workmanlike conduct, to provide Customer with a 95% service level uptime average calculated on an annual basis; and vi) Servicing Dealer agrees to accept service requests via e-mail; vii) **for time and material agreements, Servicing Dealer agrees to accept Applied Innovation cost plus 20% as compensation for parts and \$195.00 per hour for labor charges.**

4. **DEVICE USAGE.** In determining the device usage (pages printed):

i) For devices that do not have the capability of storing page counts Applied shall pay the standard usage for the term of the Agreement;

ii) Each 8.5" X 11" or 8.5" X 14" page shall be charged at one (1) page and each 11" X 17" or larger page at two (2) pages.

5. **INSURANCE.** Servicing Dealer will obtain and maintain the following insurance coverage during the entire term of this Agreement:

i) Worker's Compensation Insurance in accordance with the applicable laws of the states where Servicing Dealer performs services; ii) Employer's Liability Insurance in the amount no less than \$1,000,00 per occurrence;

ii) Commercial General Liability Insurance coverage bodily injury and property damage liability insurance with a limit of no less than \$1,000,000 each occurrence; and

iii) Comprehensive Automobile Liability Insurance with a combined bodily injury and property damage single limit of \$1,000,000 per occurrence.

6. **SOLICITATION OF CUSTOMERS PROHIBITED.** During the term of this Agreement and for six (6) months after its termination, Servicing Dealer shall not solicit nor attempt to solicit, either directly or indirectly, business or patronage from any person or entity to whom Servicing Dealer has rendered Services or placed Equipment for and on behalf of Applied as of the date of this Agreement.

7.**CONFIDENTIAL INFORMATION.** Servicing Dealer understands and agrees that Servicing Dealer's provision of the Service creates a relationship of confidence and trust between Servicing Dealer and Applied, that the nature of Servicing Dealer's and Applied's relationship with Applied's customers is of a confidential nature, and that in connection with the provision of the Service, Servicing Dealer may learn or be provided with information concerning Applied or its customers, the disclosure of which would cause irreparable harm.

Accordingly, Servicing Dealer agrees that Servicing Dealer will not, during or at any time after termination of this Agreement, without written authorization of Applied, disclose to, or make use of, for Servicing Dealer or for any other person, corporation, or entity, any information obtained by Servicing Dealer with respect to any customer of Applied, or any information concerning Applied's business, including, but not limited to, the nature of the Service provided by Servicing Dealer, the terms of this Agreement, customer lists, files and identities, processes, plans, relationships, data, know how, trade secrets or other confidential information concerning the business, customers, methods, operations, financing or Service done on behalf of Applied ("Proprietary Information"). Servicing Dealer hereby acknowledges that all Proprietary Information furnished to Servicing Dealer by Applied or provided, created or generated by Servicing Dealer or others in connection with the provision of the Service shall at all times be and remain the property of Applied and that upon termination of this Agreement, irrespective of the time, manner or cause of said termination, or as otherwise requested by Applied from time to time, Servicing Dealer will surrender to Applied all such lists, books, records, reports, literature, products and other materials and all copies thereof.

Signature:

8. **INDEMNIFICATION.** Servicing Dealer hereby agrees to indemnify, defend and hold Applied harmless from and against losses, damages, costs and expenses that Applied may hereafter incur or suffer arising out of or in connection with any action, claim or proceeding arising out of or in connection with the Servicing Dealer 's activities and provision of the Services hereunder including, but not limited to (a) the falsity of any representation made by Servicing Dealer in rendering the Servicing Dealer's Service; (b) any action or omission that would constitute negligence, gross negligence, willful or fraudulent misconduct, (c) the use of force by Servicing Dealer, (d) any injury or damages sustained or caused by Servicing Dealer in the performance of the Service, or (e) breach by Servicing Dealer of any of Servicing Dealer's obligations hereunder.

9. **EXCLUSIONS FROM SERVICE.** Service under this Agreement does not include the following (Additional charges may apply and shall be individually billed as delivered to Customer):

i) Repairs to correct damage that existed prior to the commencement date of this Agreement.

ii) Repairs required as a result of malfeasance, intentional misconduct and/or gross negligence by Customer.

iii) Repairs to, or caused by, components added to a covered device after commencement of this Agreement, not by Servicing Dealer.

iv) Network connectivity issues and/or repairs that are network and/or end user induced.

v) Repairs resulting from usage of labels, transparencies or media that is outside manufacturer's specifications.

vi) Additional memory, additional device accessories and replacement parts that are no longer available from the manufacturer.

vii) Repairs to correct damage due to poor environmental conditions.

viii) Repairs conducted after hours. To be performed as agreed upon rate posted on page 1.

10. **GENERAL TERMS.** This Agreement is subject to the following provisions

i) This Agreement can be cancelled at any time by Applied, with 30 days prior written notice. Unless otherwise stated, this Agreement will automatically renew for 12 month periods, at the current pricing; ii) sales, use and other applicable taxes have not been included in the pricing set forth on the cover sheet, and will be added if necessary; iii) this Agreement sets forth all of the agreements and understandings between the parties relating to the matters contained herein; iv) no modification, addition or waiver of any of the terms and conditions herein shall be effective unless in writing and signed by the party against whom enforcement is sought; and v) this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan without regard to Michigan's choice of law rules.

Notes:

Name:

Date: