This addendum between the District and the Vendor amends the service and supplies agreement between the two parties dated _______.

Purpose
The purpose of this addendum is to define service levels; penalties and awards for the performance of the service levels; as well as provide the District with a defined replacement process for equipment performing below expectations.

Definitions
1. **Service Call** – An on-site technician visit due to machine error requiring the on-site services of a technician in order to remedy the error.

2. **Service Response Time** – The time required to solve a service call beginning from the moment the call is logged with the vendor until either, a copier technician arrives on site or the issue is solved through the vendor’s phone support. Calls discovered or made while already on premises do not count positively towards service response time. 

3. **Equipment Downtime** – The period of time a piece of equipment is waiting for service to be completed when the equipment can’t make prints or copies for any reason that is the responsibility of the vendor to correct with the equipment, related software or the absence of necessary supplies. This time starts from the time of the original service call into the service provider and ends once all repairs, part installations, equipment modifications and equipment configuration changes have been completed as this relates to the original service call.

4. **Quarterly Equipment Uptime** – the calculation of one minus the monthly downtime on any unit divided by the average number of work hours within a quarter (519.99).

5. **First Time Fix** – The measurement of a successful service and technical support calls to remedy the underlying issue on the first service call. This measurement shall be that no other service calls are placed for the same issue within a 90 day period of time.

6. **Parts Availability** – the calculation of total number of calls when the required parts are available to resolve the repair within the original service call or same business day service call was placed divided by the total number of calls.

7. **Customer Satisfaction Survey** – District will administrate a customer satisfaction survey where a score of 4 is the highest score and a score of 0 is the lowest. The survey could include the averaging of any responses from the following sub-groups in a given quarter to determine this score: All Employees, Random Sample of Employees, Key Operators, District Administrators and/or Key Copier Stakeholders. Additionally, District will survey those individuals that have recently completed training within 90 days of the completion of the initial training and include these figures into the overall Customer Satisfaction survey results. Maintainance of security standards or updated software solutions will be evaluated by the support team and merged with customer satisfaction survey data.

8. **Reporting** – Vendor shall provide the District on a quarterly basis the following reporting:
• Equipment ID#, Serial Number, Make, Model B&W / Color, paper sizes meter reading/impressions, prints, copies and finishing statistics by machine and fleet.
• Call log information both technical/service by machine and aggregate numbers for the fleet and non-technical.
• Date and time of issue resolution.
• End-User Error reported.
• Services performed and significant parts used.
• Regular Preventative Maintenance services performed.
• Copies between calls on all equipment.
• Average Service Response time.
• Historical volume data.
• Analysis of customer survey responses and action plan.
• Customer care visit logs.
• SLA Scorecard.
• SLA Dashboard by Machine to graphically represent historical performance of key indicators.
• Uptime by fleet and unit
• Acceptable Customized Invoice with Correct Billing Descriptions, Units, Subtotals and Totals.
• Audits of equipment showing key security item updates and software versions in relation to manufacturer support for OS environment.

**Service Level Agreement**
Vendor agrees to maintain the following service levels defined below as targets:

<table>
<thead>
<tr>
<th>Performance Criteria</th>
<th>Target Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Fleet Uptime</td>
<td>98% or Better</td>
</tr>
<tr>
<td>Average On-Site Response Time</td>
<td>2 Hours or Less</td>
</tr>
<tr>
<td>First Time Fix</td>
<td>80% of all service calls or better</td>
</tr>
<tr>
<td>Parts Availability</td>
<td>90% of all service calls or better</td>
</tr>
<tr>
<td>Timely Reporting</td>
<td>20 days after the close of the reporting period or less</td>
</tr>
<tr>
<td>Accurate Reporting</td>
<td>No errors</td>
</tr>
<tr>
<td>Hosted Solutions Uptime</td>
<td>99.9% or Better</td>
</tr>
<tr>
<td>Mobile Printing Solution Uptime</td>
<td>99.9% or Better</td>
</tr>
<tr>
<td>Customer Satisfaction</td>
<td>Average score of 4.0 or better</td>
</tr>
</tbody>
</table>

These service levels will be measured on a quarterly basis between Vendor and the District.

**Calculation of Service Level Points**
Once per quarter, Vendor will be measured against the Service Level Agreement and points will be assigned according to the following chart (rounded down to nearest tenth of a point):

<table>
<thead>
<tr>
<th>Service Performance Categories and Performance Levels</th>
<th>Target Level = 4 Points</th>
<th>Below Target 1 = 3 points</th>
<th>Below Target 2 = 2 points</th>
<th>Below Target 3 = 1 point</th>
<th>Below Target 4 = 0 points</th>
</tr>
</thead>
</table>


<table>
<thead>
<tr>
<th>Service</th>
<th>Possible Points</th>
<th>Textual Description</th>
</tr>
</thead>
</table>
| **Average Fleet Uptime**      |                 | **Possible Points** (4, 3, 2, 1, 0)  
  - **98% or higher**        | 4 |  
  - **97.9% - 96%**          | 3 |  
  - **95.9% - 94%**          | 2 |  
  - **93.9% - 93%**          | 1 |  
  - **93% or Lower**         | 0 |  
| **Average Fleet On-Site Response Time (hours)** |                 | **Possible Points** (4, 3, 2, 1, 0)  
  - **2 hours or less**      | 4 |  
  - **2.1 - 3 hours**        | 3 |  
  - **3.1 - 4 hours**        | 2 |  
  - **4.1 - 5 hours**        | 1 |  
  - **5.1+ hours**           | 0 |  
| **First Time Fix**            |                 | **Possible Points** (4, 3, 2, 1, 0)  
  - **80% or higher**        | 4 |  
  - **79.9% - 70%**          | 3 |  
  - **69.9% - 60%**          | 2 |  
  - **59.9% - 50%**          | 1 |  
  - **49.9% or lower**       | 0 |  
| **Parts Availability**        |                 | **Possible Points** (4, 3, 2, 1, 0)  
  - **90% or higher**        | 4 |  
  - **89.9% - 80%**          | 3 |  
  - **79.9% - 70%**          | 2 |  
  - **69.9% - 60%**          | 1 |  
  - **59.9% or lower**       | 0 |  
| **Timely Reporting (days)**   |                 | **Possible Points** (4, 3, 2, 1, 0)  
  - **20 days**              | 4 |  
  - **21 - 30 days**         | 3 |  
  - **31 - 40 days**         | 2 |  
  - **41 - 50 days**         | 1 |  
  - **51+ days**             | 0 |  
| **Accurate Reporting**        |                 | **Possible Points** (4, 3, 2, 1, 0)  
  - **0 - 5 errors**         | 4 |  
  - **6 - 15 errors**        | 3 |  
  - **16 - 25 errors**       | 2 |  
  - **26 - 35 errors**       | 1 |  
  - **36+ errors**           | 0 |  
| **Hosted Solutions Uptime**   |                 | **Possible Points** (4, 3, 2, 1, 0)  
  - **99.9% or higher**      | 4 |  
  - **99.89% - 97.9%**       | 3 |  
  - **97.89% - 95.9%**       | 2 |  
  - **95.89% - 93.9%**       | 1 |  
  - **93.89% or lower**      | 0 |  
| **Mobile Printing Solutions Uptime** |               | **Possible Points** (4, 3, 2, 1, 0)  
  - **99.9% or higher**      | 4 |  
  - **99.89% - 97.9%**       | 3 |  
  - **97.89% - 95.9%**       | 2 |  
  - **95.89% - 93.9%**       | 1 |  
  - **93.89% or lower**      | 0 |  
| **Customer Satisfaction Survey** |              | **Possible Points** (4, 3, 2, 1, 0)  
  - **5.0 - 4.0**            | 4 |  
  - **3.9 - 3.5**            | 3 |  
  - **3.5 - 3.0**            | 2 |  
  - **2.9 - 2.5**            | 1 |  
  - **2.5 or lower**         | 0 |  

These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 10% of the previous quarter’s billing (expressed as a negative %).

**Additional Service Level Score Factors:**

**Accounting Software Availability of Reports** – The timely availability of the reports generated by the “Accounting Software” is an important aspect of the Copier and Smart Laser Printer Service Solution. If the system is not ready to generate reports for any reason within 10 days of the mutually agreed to monthly billing window without advanced approval by the District will result in a one point reduction in the SLA final score for that given service quarter per incident.

**Customer Care Visits** – Vendor shall complete customer care visits to every installation location within a two week rotation and complete a checklist of activities mutually agreed upon with the District throughout the life of the contract. Such visits shall be tracked on reported on as to when
they occurred and at least one point of contact that was interacted with at each visit. Failure to complete all visits in any quarter without advanced approval by the District will result in a one point reduction in the SLA final score for that given service quarter per incident.

**Penalty Level**

<table>
<thead>
<tr>
<th>Service Performance Categories and Performance Levels</th>
<th>Target Level = 4 Points</th>
<th>Below Target 1 = 3 points</th>
<th>Below Target 2 = 2 points</th>
<th>Below Target 3 = 1 point</th>
<th>Below Target 4 = 0 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Score:</td>
<td>36-34 Points</td>
<td>33-30 points</td>
<td>29-25 points</td>
<td>24-18 points</td>
<td>17 or less points</td>
</tr>
<tr>
<td>Liquidated Damages / Penalty / Award as a percentage of quarterly service and supplies billings</td>
<td>0%</td>
<td>2.50%</td>
<td>5%</td>
<td>7.50%</td>
<td>10%</td>
</tr>
</tbody>
</table>

The penalty shall be awarded to the District in the form of a Liquidated Damage as a credit on the following quarter’s service and supplies invoice. The award shall be billed as a line item on the following month’s service and supplies invoice calculated as B/W overage rate times the number of copies included in the contract base for a quarter times the target penalty percentage equals liquidated damages credit amount (penalty).

**Equipment Performance**

Supplier guarantees each machine specified within the maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by segment listed below and / or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

<table>
<thead>
<tr>
<th>Device Types</th>
<th>Monthly Uptime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production Fleet</td>
<td>98%</td>
</tr>
<tr>
<td>Copier Fleet</td>
<td>98%</td>
</tr>
<tr>
<td>Smart Laser Printer Fleet</td>
<td>98%</td>
</tr>
</tbody>
</table>

Should any unit fail to maintain these copies between calls and or the monthly uptime, excluding service calls caused by operator error, that system will be subject to replacement at the customer’s discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit’s ability to produce acceptable impressions with acceptable impressions between calls. The guarantee will remain in effect for the term of the contract or up to six (6) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Lease Agreement or Maintenance Contract. This replacement policy will remain in effect for the term of the contract.

**Additional Vendor Guarantees**

**Training** – On-going training as requested by the District to be performed within 2 weeks of requested date for on-site training and 2 hours for phone / technical support. A penalty of $50 per
incident that does not meet the turn around time specified above to be credited on the next service bill.

**Loaner device / Backup Production** – If any unit is in operable for a period in excess of 72 hours, Vendor shall provide the District with either:

i) A loaner device of similar speed and capabilities until such time as the device(s) covered by this agreement are operable, or

ii) Provide the District Print Center with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities. Paper will be provided by the District.

**Technical Support** – Vendor shall maintain a one hour phone and one work day on-site response time for technical support on all Print Driver, Vendor Partner and Production Management Software. Vendor shall additionally, guarantee the installation of all software upgrades, updates, patches, fixes, versions, etc. within 30 days from the release of the upgrade from the manufacturer as part of the maintenance of this contract and the upkeep of any required license strings to operate provided software or equipment. Failure on the vendor’s part to maintain these levels as defined shall result in a $250.00 per instance credit on the following invoice.

**Invoicing** – Vendor shall maintain timely, accurate invoicing less service run impressions as defined below. Failure on the vendor’s part to maintain these levels as defined shall result in a $250.00 per instance credit on the following invoice.

<table>
<thead>
<tr>
<th>Measurable</th>
<th>Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timely Invoicing</td>
<td>Invoices will be submitted no later than the 15th of the month immediately following the close of a billing quarter.</td>
</tr>
<tr>
<td>Accurate Invoicing</td>
<td>Invoices do not require any corrections for mis-billing. Invoices will contain one-line item for base monthly cost. Only labor and annual overages to be broken out on additional lines.</td>
</tr>
<tr>
<td>Service Clicks</td>
<td>Vendor will credit all service run impressions and paper costs (as defined and agreed to by both parties) within the same billing cycle.</td>
</tr>
</tbody>
</table>

**Accounting Software Collection and Vendor Invoicing Balance** – Vendor is responsible for insuring that the “Accounting Software” is communicating with all equipment on a monthly basis and no data is being lost or malfunctions are occurring. The District will not be held liable for any overages to B/W clicks/impressions or any color volume in excess of what the “Accounting Software” collects.