

MAINTENANCE AGREEMENT

WHEREAS, the University of Missouri-Columbia ("University") is interested in retaining Indus MIS, Inc. ("Contractor") to maintain certain equipment on the terms and conditions recited herein; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform services pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES.** The Contractor shall perform the maintenance services set forth in Exhibit "A" (the "Services"), on the equipment ("Equipment") listed in Exhibit "A" in compliance with specifications and standards set forth in that Exhibit. The Contractor shall keep the Equipment in good operating condition.
Contractor shall perform scheduled (preventive) maintenance on a schedule that is mutually acceptable to the University and the Contractor. If such a schedule is included in Exhibit "A," such schedule shall initially be applicable and remain in effect until modified upon written notice by the University to the Contractor. Remedial maintenance and repairs shall be commenced promptly after notification that the Equipment is inoperative within the timeframes established in Exhibit A.
2. **SCOPE OF SERVICES.** The Contractor's maintenance obligation applies to all service-related problems incurred through normal use of the Equipment. This agreement includes calls during normal business hours as reasonably requested. All parts, labor and travel necessary to maintain the Equipment in good repair during the period of this agreement are included in the maintenance charges set forth in this agreement. Parts shall be provided on an exchange basis, where possible, and shall be new or guaranteed by the Contractor to perform as new. All supplies required for maintenance of the Equipment shall be charged at the Contractor's standard rates in effect at the time of the Service or at the rate provided to the University, whichever is lower. All Equipment parts shall be replaced without additional charge, except where such damage is caused by fire, lightning, floods, or extraordinary acts of nature. The Contractor shall not be responsible for failure to render the Services due to strikes, floods or causes beyond its control.
3. **EXCLUSIONS.** Damage repairs or replacement caused by customer misuse of equipment or service being performed by anyone not authorized by the Contractor is excluded from coverage under this agreement.
4. **DUTIES OF THE UNIVERSITY.** The University shall provide a suitable environment for the Equipment and shall provide Contractor with access to the Equipment as necessary to permit the Contractor to provide the Services hereunder.
5. **WARRANTIES.** The Contractor warrants that the Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and, in the case of goods, will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship performed by competent, trained professionals and to the extent

not manufactured pursuant to detailed designs furnished by the University, free from defects in design. Contractor warrants that services provided hereunder shall be performed in a professional, workmanlike manner. The University's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the University, its successors, assigns, and users of the Services.

6. **FEES.** The University shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. Payment shall be made by the University's Accounts Payable department upon submittal of invoice(s) approved by the responsible college/department
7. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
8. **TERM OF AGREEMENT.** This agreement shall be for a term of Twelve Months, commencing on October 19 , 2014 and ending October 18th, 2015 unless terminated sooner pursuant to the terms hereof.
9. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the University by providing 30 days' prior written notice to the Contractor, or immediately upon breach of this agreement by the Contractor. In such an event, the University shall have no further liability to Contractor and Contractor shall refund any unused fees previously paid.
10. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.

CONTRACTOR:

UNIVERSITY

Scott Stenslien

Signature

Signature

Account Executive

Title

Title

Octorber 3, 2014

Date

Date

EXHIBIT A

SCHEDULE OF EQUIPMENT AND MAINTENANCE SERVICE

CONTRACTOR'S SERVICES:	<u>Annual Maintenance for Book Scanners</u>
LIST OF EQUIPMENT TO BE SERVICED:	<u>Indus Book Scanner 5005C</u> <u>S# 00199937B972</u>
MAINTENANCE SPECIFICATIONS:	<u>To maintain scanner properly with as little downtime as possible.</u>
MAINTENANCE SCHEDULE:	<u>Telephone support for the BCS-2 software when a trained user calls Indus support at 1-608-786-2640 during normal business hours of 8:30am – 4:40pm CST time excluding holidays. Software updates will be delivered via email, when they are available and when needed. One Preventive maintenance trip on- site per year at Indus convenience and when determined by Indus, to repair a defect that cannot be repaired by telephone or by remote access via the web.</u>

EXHIBIT B

SCHEDULE OF PAYMENT

TOTAL FEE: \$3,995.00

(Broken down as follows):

\$3,995.00 for Indus Book Scanner 5005C Ser#00199937B972

COSTS (IF ANY)

NOT INCLUDED IN FEES:

Glass plate (only if broken or cracked)	\$350.00
LED lamps (rated for many years)	\$760.00

CONTRACTOR:

UNIVERSITY

Scott Stenslien
Signature

Signature

Account Executive
Title

Title

October 3, 2014
Date

Date