



COST PER IMAGE AGREEMENT

AGREEMENT NO.: LS-6541047

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Linn-Mar Community School District FEDERAL TAX ID #:

ADDRESS: 2999 N 10th St Marion, IA 52302

EQUIPMENT AND PAYMENT TERMS

SEE ATTACHED SCHEDULE

Table with columns: TYPE, MAKE, MODEL NUMBER AND SERIAL NUMBER; NOT FINANCED UNDER THIS AGREEMENT; BEGINNING METER READING (B&W, COLOR); MONTHLY IMAGE ALLOWANCE (B&W, COLOR); EXCESS PER IMAGE CHARGE (PLUS TAX) (B&W, COLOR). Includes a row for consolidated totals.

EQUIPMENT LOCATION: As Stated Above METER FREQUENCY: Annually

TERM IN MONTHS: 60 MONTHLY BASE PAYMENT AMOUNT\*: \$11,890.77 (\*PLUS TAX)

SECURITY DEPOSIT:

ADDITIONAL SERVICE OPTIONS

By initialing where indicated below, you elect to include the indicated service option(s) for the additional monthly fee of \$5.00 per device per service option.

Secure Data Protection Customer's Initials to Elect: If you do not initial to elect this service, you acknowledge you assume full responsibility for performing all end of lease device data disposal procedures to remove confidential information. Data disposal procedures may be required for your compliance with applicable industry standards and state and federal laws and regulations.

Connectivity Assurance Customer's Initials to Elect: Includes remote connectivity assistance to allow for networked device functionality. If you do not initial to elect this service, you acknowledge that any connectivity work we provide will be billable at our hourly rate.

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) [Signature] Barry Buchholz, Board President

OWNER ("WE", "US", "OUR")

Access Systems, Inc. 955 SE Olson Dr Waukee, IA 50263-8455

## ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessories incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$99.00. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. The base payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and/or (3) to comply with the tax laws of the state in which the Equipment is located. We generally do not allow you to pay via credit card, however, if we do accept a credit card payment, you agree to pay our then current surcharge. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You agree that if we substitute or replace any item of Equipment due to product availability, repair or maintenance issues, that each such substitute item of equipment shall thereby become subject to this Agreement, and be an item of Equipment hereunder, without the need for the parties to sign an amendment hereto.
- 2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
- 3. IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree, upon commencement of this Agreement, to install our electronic meter collection agent ("MCA") on your network to remotely monitor the status and usage of Equipment to allow us to most cost effectively perform the services under this Agreement. If you don't install and maintain the MCA on your network, we may require you to pay us a fee of up to \$10 per month per imaging device connected to that network. For all non-networked devices (and for networked devices if the MCA is not installed), you agree to provide us with the actual meter readings for the device as and when requested by us. We may estimate the number of images made on a device if such meter readings are not received within five days after our request and we may require you to pay, in addition to the above \$10 fee (if applicable), a usage estimation fee of \$5 per device for each such occurrence. You also agree to make the usage payments called for hereunder based on our image estimate, subject to those amounts being adjusted or credited on the next invoice after we receive an actual meter reading (and subject to the Baseline Usage calculation that follows). You agree that our pricing, as reflected in this Agreement, for the services, supplies and maintenance we provide you, is premised on your continued and relatively consistent use of the Equipment under the terms of this Agreement for the full minimum term of the Agreement. The average actual monthly number of images (black and white and, separately, color) that you make using the Equipment during the first twelve months of the term of this Agreement shall be your "Baseline Usage Levels" hereunder. If the actual images you make using the Equipment in any month following the first twelve months of the term of this Agreement are less than fifty percent (50%) of your applicable Baseline Usage Level(s), then we may charge you for each such month, after the first twelve months of the term of this Agreement, as though your actual image usage levels for each such month was ninety percent (90%) of your Baseline Usage Level(s). You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.
- 4. EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 5. SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. MISC supplies are not included and will be billed separately. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. You may request excess supplies beyond what we determine as necessary under this Agreement and we may provide you such at an additional charge. If your use of supplies exceeds the manufacturer's published yield by more than 10%, we may notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, we may charge you for such excess usage. We may charge you a monthly fee per device not to exceed \$5.00 per device, to cover our costs of standard shipping and handling supplies. Standard shipping typically allows for delivery in no more than three business days. Expedited shipping options are available at an additional cost to you. In addition, if you elect, we may charge you a monthly fee per device ("Connectivity Assurance") for providing remote connectivity troubleshooting throughout the term of the Agreement. The services will be limited to remote technical assistance only and shall not include any related necessary hardware or software costs. If we identify the connectivity problem relates to an IT issue that is outside of our control such as a network setting or IT hardware issue, we will work with your IT department to communicate the necessary information. As an alternative to your IT department, our IT technicians may be able to assist you if provided the necessary access rights but any such work will be billable at our hourly rates. Service calls will be performed during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m. except holidays. A separate written agreement must be executed if you may require service calls outside of normal business hours. In the absence of a written agreement and in the instance we are able to perform service calls outside of normal business hours, you agree to pay additional charges at our overtime rates.
- 6. SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software, license renewal fees, or the obligations of you or the licensor under any license agreement. Any software that is included in the equipment purchased shall be subject to and Customer agrees to abide by the terms of the software license issued in connection with the use of such software. Any annual software license renewals and associated labor for renewals or upgrades or labor for troubleshooting software are not included and will be billed separately unless otherwise stated. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason; provided, however, you may elect to pay a monthly fee per device to have us provide you this service ("Secure Data Protection").
- 7. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 8. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
- 9. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
- 10. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to either (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium and an insurance fee, which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum.
- 11. TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees (including personal property tax) relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. You hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
- 12. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
- 13. DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment and requiring you to immediately stop using any financed software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 14. UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
- 15. MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The parties agree that (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your proper legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if we filled in any blanks above, we did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.



**GROUP BILLING SCHEDULE**

AGREEMENT NO.: **LS-6541047**

This Group Billing Schedule (hereafter "Schedule") is hereby made a part of that certain agreement by and between Linn-Mar Community School District ("Customer") and Access Systems, Inc. ("Lessor"), which Agreement is identified in Lessor's records as the Agreement No. stated above ("Agreement"). The Excess Per Image Charges under the Agreement shall be determined under this Schedule. If there is any provision in this Schedule which conflicts with a provision in the Agreement, the provision in this Schedule shall govern.

**GROUP NAME**

**METER GROUP 1**

TYPE, MAKE, MODEL NUMBER, AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
3 Ricoh Pro 8310S	<input type="checkbox"/>						
PaperCut	<input checked="" type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				1,000,000	N/A	\$0.0024	N/A

EQUIPMENT LOCATION: \_\_\_\_\_ METER FREQUENCY: **Annually**

**GROUP NAME**

**METER GROUP 2**

TYPE, MAKE, MODEL NUMBER, AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
6 Sharp BP-70C31	<input type="checkbox"/>						
12 Sharp BP-70C55	<input type="checkbox"/>						
12 Sharp BP-70M31	<input type="checkbox"/>						
2 Sharp BP-70M55	<input type="checkbox"/>						
6 Sharp MX-C304WH	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				270,500	41,500	\$0.0029	\$0.0300

EQUIPMENT LOCATION: \_\_\_\_\_ METER FREQUENCY: **Annually**

**GROUP NAME**

**METER GROUP 3**

TYPE, MAKE, MODEL NUMBER, AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 HP LaserJet M751n	<input type="checkbox"/>						
30 Lexmark M3350	<input type="checkbox"/>						
25 Lexmark XM3350	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				75,500	8,900	\$0.0079	\$0.0580

EQUIPMENT LOCATION: \_\_\_\_\_ METER FREQUENCY: **Annually**

**VERIFICATION**

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

(As Stated Above) X Barry Buchholz, Board President  
 CUSTOMER SIGNATURE PRINT NAME & TITLE DATE



# Amendment

This Amendment amends that certain agreement by and between Access Systems, Inc. ("Owner") and Linn-Mar Community School District ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. LS-6541047 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The sentence in the section entitled "**IMAGE CHARGES AND OVERAGES**" which reads "After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge," is hereby deleted in its entirety and replaced with the following:

"After the end of the fifth year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10 % of the then existing payment or charge."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

Access Systems, Inc.

Owner

By:

Signature

Print Name & Title

Date Accepted:

Linn-Mar Community School District

Customer

By: **X**

Signature

Barry Buchholz, Board President

Print Name & Title

Date:

# Non-Appropriation Addendum



**Title of lease, rental or other agreement:** LS-6541047 (the "Agreement")

**Lessee/Renter/Customer:** Linn-Mar Community School District ("Customer")

**Lessor/Lender/Owner:** Access Systems, Inc. ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

- 1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- 2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
- 3. INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.
- 4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 5. GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.
- 6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

<b>Customer (identified above):</b> Linn-Mar Community School District	<b>Company: Access Systems, Inc.</b>	
By:	By:	Date: ____ / ____ / ____
Print name: <b>Barry Buchholz</b>	Print name:	Title:
Title: <b>Board President</b>	<b>Agreement Number:</b> LS-6541047	
Date: ____ / ____ / ____	<b>Master Agreement Number (if applicable):</b>	



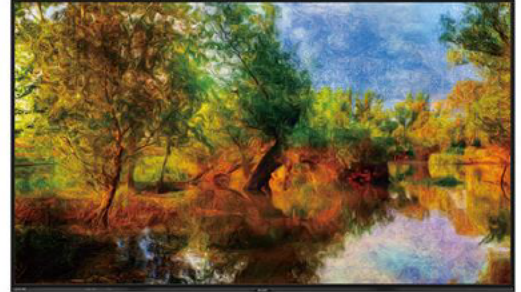
955 SE Olson Drive Waukee, Iowa 50263  
 P:515.987.6227 F:515.987.6228  
[www.AccessSystems.com](http://www.AccessSystems.com)  
 Proposal ID: 78603

## 70" 8K Ultra HD Professional Display Donation

Customer Name: Linn-Mar Community School District

Offer Expiration Date: 04/22/2024

Upon your signature and delivery acceptance of the separate print agreement, Access Systems agrees to provide you with two (2) Sharp 70" 8K Ultra HD Professional Display at no additional cost to you. This offer expires on the date shown above on the Offer Expiration Date.



### Customer agrees to the following:

- Access Systems will deliver to you two (2) Sharp 70" 8K Ultra HD Professional Display in the original box and packaging. It is your sole responsibility to complete the unpacking and installation of this display unit. Access Systems personnel cannot assist you with the unpacking or installation of this display unit. Any stands, brackets, wiring, or cords needed for installation are not provided by Access Systems.
- Access Systems will not offer any warranty or ongoing support for this display unit.
- You agree to accept equipment delivery and installation of the related print agreement's equipment no later than 08/01/2024.

<b>Agreed and Accepted (Customer):</b>	<b>Access Systems:</b>
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By: \_\_\_\_\_

Name: Barry Buchholz

Title: Board President

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Membership Application

## Part I - Account Information *(\*Indicates Required Field)*

\*Facility Name ("Participating Member"): Linn-Mar Community School District

\*Primary Street Address: 2999 N 10th St

\*City: Marion \*St: IA \*Zip: 52302

\*Phone: 319.447.3130 Website: www.linnmar.k12.ia.us

Sponsor Name: Avera PACE SD0001

Direct Parent (parent company, if different from Sponsor): \_\_\_\_\_

Relationship to Direct Parent\*\* (Check one - If No Direct Parent, Indicate Participating Member Relation to Sponsor):

Owned     Leased     Managed     Affiliated (Not Owned, Leased or Managed)

\*\* See Bottom of Page 4 for definitions of the types of relationships.

<b>*Primary Service: (Check one)</b>				
<b>Education</b>	<b>Employee Feeding</b>	<b>Recreation</b>		
<input type="checkbox"/> Colleges & Universities	<input type="checkbox"/> Employee Feeding	<input type="checkbox"/> Auditorium/Museum	<input type="checkbox"/> Golf Course/Country Club	
<input type="checkbox"/> Early Childhood Education	<b>Hospitality</b>	<input type="checkbox"/> Camp	<input type="checkbox"/> Stadium/Arena	
<input type="checkbox"/> K-12 Private School	<input type="checkbox"/> Casino	<input type="checkbox"/> Convention Center	<input type="checkbox"/> Zoo	
<input checked="" type="checkbox"/> K-12 Public School	<input type="checkbox"/> Hotel/Motel	<input type="checkbox"/> Park/Recreation/Fairgrounds		
<b>Other Alternate Markets</b>				
<input type="checkbox"/> Business and Industry	<input type="checkbox"/> Catering	<input type="checkbox"/> Community Agency	<input type="checkbox"/> Restaurant**	<input type="checkbox"/> Religious Institute

\*\* Restaurants must spend at least \$8M annually and be centrally owned/controlled in order to access the Premier Foodservice Program.

## Part II - Contact Information *(\*Indicates Required Field)*

\*First and Last Name: Jeri Ramos

\*Title: Chief Technology Officer \*Email Address: jramos@Linnmar.k12.ia.us

\*Phone: 319-447-3066

## General Terms and Conditions (the "Agreement"):

Participating Member agrees to the following:

- A. Participating Member hereby designates Premier Healthcare Alliance, L.P. ("Premier") to act as Participating Member's group purchasing agent for the products and services (collectively, "Products") purchased by Participating Member through the group purchasing program ("Program"). Participating Member hereby acknowledges and agrees that Premier will act as Participating Member's primary group purchasing organization for the Products it elects to access through the Program. To the extent there is no conflict with Participating Member's existing vendor agreements and for the Products that Participating Member elects to access through the Program, Participating Member will utilize Premier's Program contracts and will look first to the Program for its purchasing needs and give first consideration to Premier's Program contracts. Participation by Participating Member in the Program is expected at the overall portfolio level rather than at the individual contract basis.

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- B. Participating Member is hereby notified that Program vendors (“Vendors”) pay to Premier an administrative fee of three percent (3%) or less of the purchase price of the Products such Vendors provide, which may be apportioned between Premier and its affiliates pursuant to separate agreement. In the event there are any exceptions to the foregoing statement, they will be noted in a report located in Premier’s online member portal. Participating Member represents, warrants and agrees that it is not a healthcare provider of service. In the event Participating Member becomes a healthcare provider of service, then Participating Member agrees to immediately notify Premier and execute the Premier membership application designated for the healthcare class of trade.
- C. Participating Member will list on Schedule 1 attached to this Agreement the facilities that it intends to serve as child sites subject to the terms of this Agreement. Participating Member may update the child site list upon written notice to Premier consistent with the terms of this Agreement. Participating Member represents that it has authority over all purchases, including liability for payment of invoices, for each child site listed and that it has the authority to sign and bind each child site to the terms of this Agreement.
- D. Participating Member represents and warrants that it complies with all applicable federal, state and local laws and regulations and that it has not: (i) been listed by any federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in federal and/or state programs; or (ii) been convicted of any crime relating to any federal and/or state program.
- E. In addition to compliance with the terms and conditions contained in this Agreement, Participating Member shall comply with all Premier policies pertinent to the Program, to the extent applicable to Participating Member, as published from time to time on Premier’s website. Participating Member agrees that in the event of a conflict between any of the terms of this Agreement and any such policy, the terms of this Agreement shall control.
- F. Participating Member will use all Products it purchases through the Program solely for its own operations and will not re-sell any such Products outside of the Participating Member’s business operation as indicated on this Agreement or use any such Products to provide services for a facility that is not listed as a child site on Schedule 1.
- G. This Agreement represents the entire agreement between Premier and Participating Member regarding the Program and supersedes any prior oral or written agreement concerning such subject matter.
- H. Participating Member agrees to protect the confidentiality of the Program’s group contract prices and terms, and in no event to leverage the Program’s prices to obtain a better price. Participating Member (and its agents, employees and representatives) shall keep confidential the proprietary and confidential information of Premier and its affiliates and shall not disclose such information to any third parties other than Participating Member’s employees with a need to know (who have been made aware of this provision by Participating Member and agree in writing to comply with it). Such confidential information includes, without limitation, Premier’s and its affiliate’s plans, reports, proposals, agreements, organizational documents, clinical studies, software, pricing information, contract catalogs (printed and electronic) and contract terms and pricing of participating vendors. Participating Member’s obligation to maintain the confidentiality of such information shall remain in effect continuously throughout the period of its membership in Premier and for a period of five (5) years thereafter.
- I. Subject to the confidentiality provisions contained herein and any third-party confidentiality obligations to which Participating Member is subject, Participating Member agrees to permit reasonable access to all data directly related to the purchasing of Products by Participating Member, where such purchases by Participating Member are made under: (1) Premier contracts; or (2) in Participating Member’s sole discretion, other vendor contracts, to determine whether Premier can provide pricing and Products to Participating Member that are in the Program (subclauses (1) and (2) are collectively “Participating Member Data”). Participating Member grants to Premier and its affiliates a nonexclusive, royalty free, perpetual, irrevocable, worldwide, and sub-licensable right and license to aggregate, compile, decompile, manipulate, reproduce, modify, supplement, adapt, translate, create derivative works from, distribute, publish, disclose and otherwise use Participating Member Data: (i) to provide the Program and other products and services provided, or that may in the future be provided, by Premier or any of its affiliates; (ii) to perform Premier’s obligations or to exercise its rights under this Agreement; (iii) as part of products or services provided by Premier or any of its affiliates for Participating Member, including quality improvement initiatives, supply chain consulting services and data analytic services; and (iv) for any commercial purpose on a blinded and aggregated basis.
- J. Premier shall have the right to assign this Agreement and its rights and obligations hereunder to any of its affiliates.



- K. In the event any Participating Member is operated by a state, federal or municipal agency and therefore subject to applicable open records laws that may require Participating Member to release confidential or proprietary information of Premier and its affiliates, Participating Member shall promptly notify Premier of any request under such laws for the release of such information. Further, Participating Member shall cooperate in good faith with Premier and use its best efforts to assist Premier in preventing the release of such information to the extent consistent with applicable law.
- L. Participating Member represents and warrants that its execution and performance of this Agreement does not conflict with or violate any other agreement or obligation to which Participating Member is subject or by which it is bound.
- M. Participating Member acknowledges and agrees that Premier, its affiliates and their respective directors, officers, employees and agents will not be liable for the acts or omissions of Premier's contracted Vendors, or for any representations or warranties made by such Vendors.
- N. If Participating Member sells products and/or services to other businesses then the following additional terms apply: If at any time Participating Member enters into a group purchasing agreement with Premier or any of its affiliates (collectively "Premier Group") pursuant to which Participating Member agrees to pay any member of the Premier Group an administrative fee in connection with the purchase of Participating Member's products or services by members of a group purchasing organization operated by any member of the Premier Group, then, thirty (30) days after the date of award of such agreement, (i) this Agreement shall automatically terminate; and (ii) Participating Member's membership in the Program shall terminate. Participating Member represents and warrants that Participating Member and its affiliates, and their respective employees, agents and representatives (the "Member Group"), shall not reference Premier or Premier's group purchasing program in any written or verbal communication, including without limitation a reference to the existence of a contractual or other relationship between Participating Member and Premier, without obtaining Premier's prior written consent. In addition, Participating Member acknowledges and agrees that neither Premier nor its partners, including without limitation Participating Member's Sponsor (defined in Section O), will provide the Member Group with access to any Premier tools, including without limitation Supply Chain Advisor and Premier's membership roster. Participating Member further agrees that the Member Group will not use any confidential information of Premier, including any Premier pricing or membership information, for any business purpose of the Member Group, including without limitation, sales targeting. Any Premier confidential information obtained by the Member Group will be used solely to purchase Products under Premier group purchasing agreements.
- O. Participating Member authorizes Premier and the Sponsor named on the first page of this Agreement, if applicable ("Sponsor"), to individually activate group purchasing contracts on its behalf.
- P. Premier shall have the right in its sole and absolute discretion to immediately terminate or deny the membership of Participating Member or any facility or organization: (i) in the event Participating Member or such facility or organization acts in a manner that is inconsistent with the Program's spirit of intent or violates the participation requirements of the Program; or (ii) whose involvement with Premier has the potential to damage the reputation of Premier and/or any of its affiliated companies.
- Q. If Participating Member wishes to participate in the Premier foodservice program, the terms and conditions of Exhibit A shall apply.
- R. Participating Member will not independently solicit quotations from a Premier Vendor for Products covered in the Program without any involvement by Premier. To the extent consistent with the participation expectations of the Program, any locally negotiated arrangements between Participating Member and contracted Vendors in the Program shall be subject to the terms and conditions of the applicable Premier Program contract such that Premier is credited with any sales resulting from such arrangements.

*[SIGNATURES ON FOLLOWING PAGE]*

PROPRIETARY AND CONFIDENTIAL

\_\_\_\_\_  
Signature of Participating Member  
Barry Buchholz  
\_\_\_\_\_  
Printed Name of Participating Member  
Board President  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Sponsor  
Kevin Jordanger  
\_\_\_\_\_  
Printed Name of Sponsor  
Director  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

Email the completed application and exhibits to [kevin.jordanger@avera.org](mailto:kevin.jordanger@avera.org) for sponsor signature.

**COMPLETION OF THIS APPLICATION DOES NOT GUARANTEE ACCEPTANCE BY PREMIER.**

**\*\*Definitions for the types of Direct Parent Relationships (from Page 1):**

**OWNED:** A facility is considered to be owned if the Sponsor or Parent directly or indirectly holds (1) a majority of the equity or corporate Membership interests in the facility or the power to appoint a majority of such facility's governing board or (2) a significant interest (which may be less than a majority of the total equity) sufficient to enable operational control and such facility is willing to designate Premier Healthcare Alliance, L.P. as its primary group purchasing organization.

**LEASED:** A facility is considered to be leased if it is leased and operated by its Sponsor or Parent.

**MANAGED:** A facility is considered to be managed if the Sponsor or Parent manages such facility in whole or in part (including at a minimum, the supplies purchasing function).

**AFFILIATED:** A facility is considered to be affiliated if the Sponsor or Parent formally sponsors the facility for participation in Premier's group purchasing organization, but does not own, lease or manage it.