

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO
CHANGE ORDER

0001072275

*PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS
AND CONDITIONS.*

Date 07/03/2013	Revision 1 - 07/08/2013	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 759993 HYDER R POONV		Location / Dept 04ASPH38

Vendor: 0000022488
HARLAND TECHNOLOGY SERVICES
DIVISION OF SCANTRON
2020 SOUTH 156TH CIRCLE
OMAHA NE 68130-2501

Phone: (800) 228-3628
Fax: (402) 697-3352

email:

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	MAINTENANCE SERVICES SN# 0522046 07/01/13 - 06/30/14	1.00	EA	1,545.00	1,545.00	07/01/2013

PREPAY FOR CHECK RUN 7/11/13
ENCLOSE SIGNED AGREEMENT # 00172769

Sub Total Amount	1,545.00
Sales Tax Amount	0.00
Total PO Amount	1,545.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VS.ASMT	63200	00000	041A	1,545.00	2014

Verification of this purchase order can be made using the Los Rios Community College District web site listed below.
If you have any questions, please contact the Purchasing Office at (916) 568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

[Handwritten Signature]
07/09/13

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Los Rios Community College District 2013-2014

Page _____ of _____

Requisition FLC BUSINESS SERVICES

Req. No. 759993
P.O. NO. _____

Vendor Code
22488

DATE 5-17-13

2013 MAY 21 P 1:59

Approved _____
Terms _____
F.O.B. _____

VENDOR Harland Technology Services

ADDRESS 2020 S 156th Circle

CITY Omaha STATE NE ZIP 68130

PHONE 800-228-3628 FAX 402-697-3350
x 3281

DELIVERY INSTRUCTIONS

04 ASPH 38
Location Code

FLC Assessment
College/District Location Department

Student Services 7-1-13
Division Date Required

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.				
1	Pre - Paid Maintenance Service	1			1,545.00
2	07/01/13 - 06/30/14				
3	Folsom Lake College				
4	Serial # 0522046				
5					
6	INV # Attached Fwd to AOPS				
7	for payment.				
8					
9					
10					
11	PY BPO B 0001067661				
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects		Sales Tax
This purchase is in compliance with the requirements of _____		
Program Name	For grants/special projects	
Program Director/Coordinator Signature	Project/Grant Number	Total \$1,545.00
Program Goal/Objective Number/Explanation		

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: Renee Hyder TYPED/PRINT DATE 5-17-13

REQUESTED BY: Renee Hyder SIGNATURE DATE 5-17-13

AUTHORIZED: Aiden G... DEAN OR AUTHORIZED SIGNATURE DATE 5/21/13

APPROVED: Michelle K... VICE PRESIDENT, ADMINISTRATION DATE 5/21/13

Bus. Unit	Account*	Fund	Org	
<u>6ENFD/5600/11</u>	<u>FL.VS.ASMT</u>			
Program	Sub-Class	BY	Proj/Gmt	Amount
<u>63200/00000/2014/041A</u>				\$1,545.00
Bus. Unit	Account*	Fund	Org	
Program	Sub-Class	BY	Proj/Gmt	Amount
				\$

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code _____ Dept. _____

Building _____ Room No. _____

Instructions on Reverse

Notice of Renewal - Return With PO#



PAGE: 1

2020 S 156th Circle
Omaha, NE 68130
(F) 402.697.3350
(E) renewals@harlandts.com
Questions: 800.228.3628
Renewals: x3251
Invoice Questions: x3281

Renewal Notice Sent To: 121859 - 320121859
PURCHASING
LOS RIOS COMM COLLEGE DIST
4700 COLLEGE OAK DR
SACRAMENTO, CA 95841-4217

Invoice Sent To: 121859
LOS RIOS COMM COLLEGE DIST
ATTN: ACCOUNTS PAYABLE
4700 COLLEGE OAK DR
SACRAMENTO, CA 95841-4217

Scantron Corporation and Harland Technology Services ("HTS"), a division of Scantron Corporation ("Scantron"), currently provides you maintenance services for the products referenced in the schedule below and located at the address(es) set forth herein. The services keep the products in good operating condition and minimize breakdowns. The services are offered subject to the terms and conditions below, on the back of this form, and within any applicable enclosures (the "Agreement").

Schedule of Service And Products

Scantron and HTS will provide maintenance services at the prices indicated from 07/01/2013 to 06/30/2014. This Agreement will remain in effect after that date unless cancelled or modified by either party in accordance with Agreement terms and conditions.

Agreement Num: 00172769 Onsite Maint
Previous PO#:

Billing Cycle: Annual

Model	Description	Serial Number	Contact	Rate
CUST# 0160422-000: Folsom Lake College, 10 College Pkwy, Folsom, CA 95630-6798 5/252	OP5 MDL25 DUAL RFLT READ HEAD	0522046	Renee Hyder 916-608-6573	1,545.00

TOTAL AMOUNT 1,545.00

This price quote does NOT include any sales or use taxes. Applicable taxes will be applied at the time of invoicing. If payment is made prior to invoicing, please add the appropriate sales or use taxes to your payment.

Nancy Sindelar

HTS Representative Signature

NANCY SINDELAR

5/16/2013

HTS Representative Printed Name

Date



Customer Signature

Title

Date

Purchase Order #

Notice of Renewal
Return With PO#

OPTICAL MARK READER MAINTENANCE SERVICE AGREEMENT TERMS AND CONDITIONS

1. Harland Technology Services ("HTS"), a division of Scantron Corporation, will provide the customer ("Customer") signing this Optical Mark Reader ("OMR") Maintenance Service Agreement (the "Agreement") services to repair or replace parts necessary to keep the equipment listed in the attached schedule (the "Equipment") in proper operating condition and will make necessary adjustments to keep the Equipment in proper operating condition.
2. Customer, by its acceptance signature hereon, agrees to furnish HTS with quantities, model numbers, and when possible, serial numbers for the Equipment to be covered. Customer also agrees to notify HTS of modifications to the Equipment inventory.
3. Preventive maintenance and cleaning inspections will be performed according to HTS' published Preventive Maintenance Schedule.
4. Replacement parts will be provided at no charge except for those parts which by their nature are considered consumable (example: ribbons, paper, print bands, organic photo conductor kits). HTS agrees to maintain at its location the stock of parts it considers adequate to maintain the Equipment.
5. Customer, by its acceptance signature hereon, agrees to notify HTS by telephone or in writing of all service call requests. HTS agrees to respond to those calls in a timely manner.
6. Onsite
Service calls will be made at Customer's premises during regular business hours defined as Monday through Friday between 8 A.M. and 5 P.M. except for HTS' observed holidays. The cost of mileage and labor to affect such service calls will be borne by HTS.
7. Enhanced Depot
Upon equipment failure, Customer shall notify HTS during regular business hours. Upon notification, HTS will ship via next day air a similar/equivalent loaner machine to Customer. Upon receipt, Customer must immediately return failed Equipment via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. HTS will repair the failed Equipment and return to Customer. Upon receipt of the original Equipment, customer will return the loaner machine back to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event Customer fails to return the loaner equipment within ten (10) business days, the customer shall be charged the full retail value of the loaner machine.
8. Central Exchange
In the case of Equipment failure, Customer shall promptly call HTS' Call Center for diagnosis and consultation. Within one (1) working day of the diagnosis, HTS will ship a replacement for the Equipment. Customer shall install the replacement per HTS' specifications. Within five (5) business days of receipt of the replacement, Customer shall return the original, faulty Equipment to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event the customer fails to return the failed Equipment within ten (10) business days, Customer shall be charged the full retail value of the Equipment.
9. Depot
Customer shall ship, at their own expense, failed Equipment to HTS' Depot Service Center. HTS will restore the equipment to good operating condition. HTS will then ship the equipment back to the Customer location. The cost of return shipping shall be paid by HTS.
10. Costs of mileage and labor necessary to make service calls other than during normal business hours will be charged to Customer separately at HTS' then current rates.
11. Maintenance provided under this Agreement shall extend to service, repairs and replacements made necessary by normal wear and usage of the Equipment. Maintenance provided under this Agreement shall not include any service, repairs or replacements required or made necessary as a result of the use of non-Scantron software, hardware or forms, electrical power failure, fire, theft, software virus, water, casualty, employee negligence, abuse, misuse, inadequate or inappropriate environment, room size, inadequate ventilation, or other external forces.
12. HTS warrants that the maintenance services provided under this Agreement will be provided in a professional and workmanlike manner. HTS' responsibility under this Agreement is limited to providing service, replacement or repair, in full satisfaction of all of Customer's claims relating to the maintenance services. HTS DOES NOT WARRANT THAT CUSTOMER'S USE OF THE EQUIPMENT WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR THAT DEFECTS IN THE EQUIPMENT WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 12, ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF HTS. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES WITH RESPECT TO ANY SERVICE, MAINTENANCE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF HTS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. HTS' entire liability, whether in contract, tort (including negligence), product liability, strict liability, or other legal or equitable theory, for any claim arising from or related to this Agreement or any maintenance, services or other items furnished or to be furnished under this Agreement, will in no event exceed the fees paid to HTS by Customer for such services during the three (3) month period immediately preceding the occurrence of the event giving rise to the cause of action. No action related to this Agreement may be brought more than two (2) years after the occurrence of the event giving rise to the cause of action.
IN NO EVENT WILL HTS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY DIRECT, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF HTS' PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY ITEM OF MAINTENANCE OR SERVICES.
14. During the term of the Agreement, and for a period of one (1) year thereafter, neither party shall hire personnel of the other party involved in the efforts performed hereunder, without the express written consent of the other party.
15. Customer further agrees to pay net due invoices rendered by HTS within thirty (30) days of the invoice date in consideration of the above-described service. Interest will be assessed on all outstanding balances at the rate of 1.5% per month, or the maximum rate allowed by law, whichever is less. Customer agrees that HTS shall have the right to offset any amounts owed by HTS to Customer under other contracts, purchase orders, or agreements between the two parties against any non-current, unpaid invoices, claims, or demands for payment owed to HTS by Customer hereunder.
16. Customer shall pay or reimburse HTS for any taxes now or hereafter imposed, levied or based on this Agreement, or on the services rendered or parts supplied pursuant to this Agreement, including the sales and use taxes, personal property taxes and excise taxes based on gross revenue.
17. This Agreement shall become effective upon acceptance by HTS. It shall remain in effect for the period stated and be automatically extended for successive periods of one (1) year unless and until terminated. However, either party may, at any time, terminate this Agreement upon ninety (90) days written notice. If terminated, HTS will in turn prorate on a basis of 1/12 per month, the unused portion of any fee which has been paid.
18. If applicable, software maintenance and support services will be provided in accordance with the enclosed Software Maintenance and Support Services Schedule.

OPTICAL MARK READER MAINTENANCE SERVICE AGREEMENT TERMS AND CONDITIONS

1. Harland Technology Services ("HTS"), a division of Scantron Corporation, will provide the customer ("Customer") signing this Optical Mark Reader ("OMR") Maintenance Service Agreement (the "Agreement") services to repair or replace parts necessary to keep the equipment listed in the attached schedule (the "Equipment") in proper operating condition and will make necessary adjustments to keep the Equipment in proper operating condition.
2. Customer, by its acceptance signature hereon, agrees to furnish HTS with quantities, model numbers, and when possible, serial numbers for the Equipment to be covered. Customer also agrees to notify HTS of modifications to the Equipment inventory.
3. Preventive maintenance and cleaning inspections will be performed according to HTS' published Preventive Maintenance Schedule.
4. Replacement parts will be provided at no charge except for those parts which by their nature are considered consumable (example: ribbons, paper, print bands, organic photo conductor kits). HTS agrees to maintain at its location the stock of parts it considers adequate to maintain the Equipment.
5. Customer, by its acceptance signature hereon, agrees to notify HTS by telephone or in writing of all service call requests. HTS agrees to respond to those calls in a timely manner.
6. Onsite
Service calls will be made at Customer's premises during regular business hours defined as Monday through Friday between 8 A.M. and 5 P.M. except for HTS' observed holidays. The cost of mileage and labor to affect such service calls will be borne by HTS.
7. Enhanced Depot
Upon equipment failure, Customer shall notify HTS during regular business hours. Upon notification, HTS will ship via next day air a similar/equivalent loaner machine to Customer. Upon receipt, Customer must immediately return failed Equipment via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. HTS will repair the failed Equipment and return to Customer. Upon receipt of the original Equipment, customer will return the loaner machine back to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event Customer fails to return the loaner equipment within ten (10) business days, the customer shall be charged the full retail value of the loaner machine.
8. Central Exchange
In the case of Equipment failure, Customer shall promptly call HTS' Call Center for diagnosis and consultation. Within one (1) working day of the diagnosis, HTS will ship a replacement for the Equipment. Customer shall install the replacement per HTS' specifications. Within five (5) business days of receipt of the replacement, Customer shall return the original, faulty Equipment to HTS via the enclosed shipping label to an authorized United Parcel Service drop-off location or driver. In the event the customer fails to return the failed Equipment within ten (10) business days, Customer shall be charged the full retail value of the Equipment.
9. Depot
Customer shall ship, at their own expense, failed Equipment to HTS' Depot Service Center. HTS will restore the equipment to good operating condition. HTS will then ship the equipment back to the Customer location. The cost of return shipping shall be paid by HTS.
10. Costs of mileage and labor necessary to make service calls other than during normal business hours will be charged to Customer separately at HTS' then current rates.
11. Maintenance provided under this Agreement shall extend to service, repairs and replacements made necessary by normal wear and usage of the Equipment. Maintenance provided under this Agreement shall not include any service, repairs or replacements required or made necessary as a result of the use of non-Scantron software, hardware or forms, electrical power failure, fire, theft, software virus, water, casualty, employee negligence, abuse, misuse, inadequate or inappropriate environment, room size, inadequate ventilation, or other external forces.
12. HTS warrants that the maintenance services provided under this Agreement will be provided in a professional and workmanlike manner. HTS' responsibility under this Agreement is limited to providing service, replacement or repair, in full satisfaction of all of Customer's claims relating to the maintenance services. HTS DOES NOT WARRANT THAT CUSTOMER'S USE OF THE EQUIPMENT WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR THAT DEFECTS IN THE EQUIPMENT WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 12, ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF HTS. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES WITH RESPECT TO ANY SERVICE, MAINTENANCE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF HTS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. HTS' entire liability, whether in contract, tort (including negligence), product liability, strict liability, or other legal or equitable theory, for any claim arising from or related to this Agreement or any maintenance, services or other items furnished or to be furnished under this Agreement, will in no event exceed the fees paid to HTS by Customer for such services during the three (3) month period immediately preceding the occurrence of the event giving rise to the cause of action. No action related to this Agreement may be brought more than two (2) years after the occurrence of the event giving rise to the cause of action.
IN NO EVENT WILL HTS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY DIRECT, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF HTS' PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY ITEM OF MAINTENANCE OR SERVICES.
14. During the term of the Agreement, and for a period of one (1) year thereafter, neither party shall hire personnel of the other party involved in the efforts performed hereunder, without the express written consent of the other party.
15. Customer further agrees to pay net due invoices rendered by HTS within thirty (30) days of the invoice date in consideration of the above-described service. Interest will be assessed on all outstanding balances at the rate of 1.5% per month, or the maximum rate allowed by law, whichever is less. Customer agrees that HTS shall have the right to offset any amounts owed by HTS to Customer under other contracts, purchase orders, or agreements between the two parties against any non-current, unpaid invoices, claims, or demands for payment owed to HTS by Customer hereunder.
16. Customer shall pay or reimburse HTS for any taxes now or hereafter imposed, levied or based on this Agreement, or on the services rendered or parts supplied pursuant to this Agreement, including the sales and use taxes, personal property taxes and excise taxes based on gross revenue.
17. This Agreement shall become effective upon acceptance by HTS. It shall remain in effect for the period stated and be automatically extended for successive periods of one (1) year unless and until terminated. However, either party may, at any time, terminate this Agreement upon ninety (90) days written notice. If terminated, HTS will in turn prorate on a basis of 1/12 per month, the unused portion of any fee which has been paid.
18. If applicable, software maintenance and support services will be provided in accordance with the enclosed Software Maintenance and Support Services Schedule.