

These Imaging Maintenance Terms and Conditions (“IMTC”) between Client (“Client”) and E. O. Johnson Company, Inc. (“Service Provider”) (each, a “Party” and collectively, the “Parties”) apply to the provision of imaging services by Service Provider to the Client via one or more applicable underlying agreements (each, an Imaging Maintenance Agreement (“IMA”) or quote). This IMTC shall continue until no IMA between the Parties remains in effect. This IMTC supersedes and replaces all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this IMTC.

1. **SERVICES.** Service Provider agrees to (a) provide parts, labor, and service, (b) perform maintenance and inspections of equipment at intervals consistent with industry practice, (c) clean, adjust, repair, and replace parts for all equipment, as needed for optimal performance, and (d) install, configure, and maintain a cloud-hosted data collection agent remotely to generate reporting on the Client’s equipment, collect meter data, provide supply alerts, and support other print management activities (collectively, the “Services”). Service Provider’s ability to support equipment is contingent upon, and may be limited by, the continued availability of parts and supplies from the manufacturer.

2. **SUPPLIES.** Many items are considered supplies; however, only supplies identified within the quote or IMA are included. If Client uses non-manufacturer-approved supplies and such use results in damage, Client will pay Service Provider’s then-current rates for replacement parts and labor to repair the damage. Service Provider reserves the right to charge for excessive toner consumed based on the manufacturer yield expectations using the industry standard average of 6% coverage for black and up to 20% coverage for color. Client agrees that toner remains the property of Service Provider until fully consumed.

3. **CLIENT RESPONSIBILITIES.** Client agrees to inform Service Provider before any equipment related to this IMTC is installed or moved. Client agrees equipment will be located in areas suitable for Service Provider to perform the Services. Client agrees to proactive services to support increased uptime and service response efficacy and effectiveness—technical white papers are available upon request.

4. **AFTER HOURS SERVICE.** Service Provider will use commercially reasonable efforts to provide service response between the hours of 8:00 am – 5:00 pm CST, Monday through Friday, excluding Service Provider holidays (“Service Provider’s Normal Business Hours”). Services will be provided remotely or at the Client’s location, depending on the nature of the issue and at Service Provider’s sole discretion. If the Client requests service to be performed outside of Service Provider’s Normal Business Hours, and the Service Provider agrees to perform the requested service, the Client will pay for the service, including travel time and expenses, at Service Provider’s then-current service rate.

5. **EXCLUSIONS.** This IMTC does not include (a) support when equipment is operated outside of manufacturer-recommended specifications, (b) service calls related to: updating print drivers, loading additional drivers on new or upgraded computers, or troubleshooting print and scan-related problems, (c) network hardware, computers, switches, operating systems, third-party software programming or additional training after initial installation, (d) any costs associated with network jacks and fax lines being moved, (e) shipping costs associated with ship back of equipment upon termination of the Services, as applicable, (f) installing new equipment or relocating existing equipment to a new address after installation is complete, (g) support for equipment, hardware, or software not installed by Service Provider, (h) firmware update services not otherwise included, and (i) any supplies not specifically included, such as Magnetic Ink Character Recognition (MICR) toner, staples, ink and print heads. Unless otherwise agreed upon by the Parties, support for these items and services will be billed to the Client at Service Provider’s then-current rates.

6. **FEES.** Invoices are net 10. Finance charges shall apply on any past-due amount at the rate that is the lesser of (a) 8% annual percentage rate, or (b) the highest rate permissible under applicable law. Upon each annual anniversary of the Commencement Date (as defined in the applicable IMA), an increase of the ongoing service fees is usual and customary. For click-only contracts, a minimum quarterly charge applies at

Service Provider's then-current rate. A shipping fee may apply at Service Provider's discretion. Client shall be responsible for fees arising from returned checks or ACH returns due to (i) insufficient funds in Client's account, (ii) the closure, change or inaccessibility of Client's account, or (iii) for any other reason. Client acknowledges and agrees that the Service Provider shall not be expected or required to continue providing the Services in a manner that results in a financial loss for Service Provider. If continued performance under the current base rate would reasonably lead to such a loss, the Parties agree to negotiate in good faith to adjust the fee accordingly.

7. **TAXES.** It is understood that any applicable Federal, State, or Local taxes shall be added to each invoice for services or materials rendered to the Client by Service Provider. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

8. **LIABILITY.** Client assumes and bears the risk of loss or damage to the equipment, including but not limited to damages incurred from moving the equipment. Service Provider is not liable for transportation damages or loss of equipment in the event Client moves the equipment or contracts with a third party to do so. If the equipment is lost or damaged while in Client's custody, Client agrees to replace the equipment or pay for repairs. Client is responsible for the cost of any equipment damage due to natural perils (i.e., lightning strikes, tornadoes, floods, etc.), fire, unintentional disruptions (i.e., electrical surges, burst or leaking water pipes, etc.), misuse or negligence by Client, vandalism at Client site, accidents to or caused by the equipment, and service, parts, and any resulting damage when anyone other than Service Provider has worked on the equipment. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT FOR THE PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE, SPECIAL, ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE ARISING OUT OF OR RELATING TO ANY BREACH OF THIS IMTC OR THE SERVICES, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (iv) NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE MAXIMUM AGGREGATE AMOUNT SERVICE PROVIDER MAY BE HELD LIABLE TO CLIENT FOR ANY CLAIMS ARISING FROM SERVICES TO BE PROVIDED PURSUANT TO THIS IMTC OR ANY WRITTEN AGREEMENT IS THE TOTAL AMOUNT PAID BY CLIENT TO SERVICE PROVIDER FOR SERVICES FOR THE THREE (3) MONTH PERIOD PRIOR TO THE CLAIM BEING MADE, PRORATED AS NECESSARY FOR ANY PREPAID FEES.

9. **INDEMNITY.** Client shall indemnify, defend, and hold harmless Service Provider and its officers, directors, employees, and agents (collectively, the "Indemnified Party") against any and all losses, damages, liabilities, claims, actions, costs (including attorneys' fees), expenses, judgments, settlements, penalties, or demands whatsoever (collectively, "Losses"), in law or in equity, relating to any claim of a third party or Client arising out of or in connection with (a) Service Provider's provision of the Services or Service Provider's duties or obligations arising under this IMTC, (b) any negligent or more culpable act or omission of Client, (c) Client's breach of this IMTC, or (d) Client's failure to comply with applicable laws. Notwithstanding the foregoing, Client shall not be obligated to indemnify, defend, and hold harmless the Indemnified Parties to the extent any Losses are caused by the negligent or more culpable act or omission of Service Provider.

10. **FORCE MAJEURE.** Except as otherwise set forth herein, neither Party shall be liable if its performance hereunder becomes impossible or commercially impracticable due to any contingency beyond its reasonable control, including, but not limited to: acts of God; acts of governmental authority; laws, rules, or regulations of any government, whether valid or invalid; natural disasters (e.g., fires, floods, tornadoes, etc.); epidemics or pandemics; labor disputes (e.g., strikes, work slowdowns, or work stoppages); supply chain disruptions (e.g., inability to obtain materials, hardware, or third-party transportation for goods); wars, riots, sabotage,

terrorism, civil unrest, accidents; or incorrect, delayed, or incomplete specifications, drawings, or data supplied by the other Party or by third parties (collectively, "Force Majeure"). No Force Majeure event shall require the Service Provider to purchase goods from third parties in order to perform its obligations herein.

11. **INSURANCE.** Each Party agrees to maintain, at its own expense, insurance coverage of types and in amounts that are commercially reasonable for the nature of its business and the activities contemplated under this IMTC and any applicable IMA or quote. Upon request, either Party shall provide the other with evidence of such coverage.

12. **APPLICABILITY AND ORDER OF PRECEDENCE.** This IMTC applies to all Services and equipment covered under any IMA or quote into which these terms are incorporated. In the event of a conflict between this IMTC and any IMA or quote, the terms of this IMTC shall control unless the applicable IMA or quote expressly states that it supersedes a specific provision of this IMTC.

13. **ASSIGNMENT.** Neither Party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign its rights or delegate its obligations, without such consent and upon ten (10) days prior written notice to the other Party, to (a) one or more of its wholly owned subsidiaries or affiliates, or (b) an entity that acquires all or substantially all of the business or assets of such Party to which this IMTC pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

14. **CONFIDENTIALITY.** "Confidential Information" means all information, in any form, relating to a Party (each, a "Disclosing Party") and furnished to or obtained by the other Party (each, the "Receiving Party") during the term of this IMTC, including, without limitation, all non-public information, intellectual property rights, trade secrets, budget and other financial data, program plans and strategies, client data, technical data and research, business affairs, finances, products, or services, and know-how. Confidential Information includes information disclosed both before and after the date the Parties enter into an underlying IMA, and whether or not prepared by Disclosing Party or by a third-party. Confidential Information shall not include information that: (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (b) was known by the Receiving Party prior to its being furnished by the Disclosing Party; (c) is lawfully received from third parties without confidentiality obligations to the Disclosing Party; or (d) is developed by Receiving Party independently and without reliance on the Disclosing Party's Confidential Information. All Confidential Information furnished under this IMTC is and will remain the property of the Disclosing Party. Except as required by law, each Party will use the other Party's Confidential Information only for purposes related to this IMTC and will keep it confidential using at least the same degree of care used to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Each Party shall, as soon as reasonably practicable, notify the other upon discovery of any loss or unauthorized disclosure of the other Party's Confidential Information. The Receiving Party will disclose the Disclosing Party's Confidential Information only to its officers, directors, employees, agents, consultants, and affiliates ("Representatives"), if any, who need know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this IMTC. The Receiving Party shall be responsible for any breach of this Section caused by any of its Representatives. In addition to all other remedies available at law, the Disclosing Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Section. Upon the termination of the IMTC, Receiving Party shall discontinue using Disclosing Party's Confidential Information, and, within thirty (30) days of receiving a request, shall destroy or return to the Disclosing Party, at Disclosing Party's direction, all Confidential Information and copies of Confidential Information that are identified in such request; provided, however, that each Party may retain a copy(ies) of the Disclosing Party's Confidential Information that is (i) maintained as archive copies on such Party's

disaster recovery and/or information technology backup systems or (ii) as required to comply with any applicable law until such time as such Confidential Information is destroyed in the ordinary course. The Receiving Party shall continue to be bound by the terms and conditions of this IMTC with respect to such retained Confidential Information.

15. **MISCELLANEOUS.** Client acknowledges and agrees that Service Provider may hire third-party contractors from time to time to provide routine service and maintenance to Client. Service Provider shall not be held liable by Client for any acts of such third-party contractor unless the act at issue was undertaken at the specific request of Service Provider. Client acknowledges that Service Provider makes no warranties of any kind, expressed or implied, of its own regarding the functionality of the hardware, software, or third-party service(s), but instead relies on the warranties provided by the manufacturer or service provider of each such product or service. No waiver of any breach of any of the provisions of this IMTC by either Party shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing. Service Provider may amend this IMTC upon notice to Client. Client's (a) failure to object to an amendment within thirty (30) days of such notice, or (b) Client's continued use of the Services after such notice shall be deemed Client's acceptance of such modification. If any term or provision of this IMTC is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this IMTC or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this IMTC so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This IMTC shall be governed by and construed in accordance with the internal laws of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this IMTC or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States located in Wisconsin or the state courts of Wisconsin, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

16. **TERMINATION.** The Client or Service Provider has the right to terminate any underlying IMA at any time for any reason effective upon thirty (30) days' written notice to the other Party. In the event the Client terminates any underlying IMA, the unused portion of the IMA will be prorated. The credit will be available for Client use for up to one (1) year and may be applied, upon Client request, toward the purchase of hardware or services only. Unused toner in a toner inclusive IMA must be returned to Service Provider or Client agrees to pay for the toner at normal retail prices. Any equipment lease or equipment rental agreement in connection with equipment provided by Service Provider is a separate, independent agreement and shall terminate in accordance with its own terms and will not be subject to termination under the terms of this IMTC. The IMTC shall automatically terminate upon the expiration or termination of the last IMA in effect between the Parties.

17. **SURVIVAL.** The rights and obligations of the Parties which, by their nature, should survive the termination or expiration of this IMTC shall survive any such termination or expiration.