# OSU Contract Summary

<table>
<thead>
<tr>
<th><strong>VENDOR:</strong></th>
<th>The Remi Group, LLC</th>
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<tbody>
<tr>
<td><strong>PRODUCT/SERVICES:</strong></td>
<td>Equipment Maintenance Management Services</td>
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</table>
| **HOW TO USE THIS CONTRACT:** | **Eligible Equipment:**<br>• See the attached Eligible Equipment List.  
**To Obtain a Quote:**<br>• Contact The Remi Group Program Manager (see contact information below).  
**To Add Equipment:**<br>• Obtain a quote from The Remi Group Program Manager.  
• Issue a Banner purchase order for the equipment coverage. Under the Terms and Conditions section mark the blank line and add in “Equipment Maintenance Management Services Contract #WY145629”.  
**Service Call Procedures**<br>• For equipment using The Remi Group’s Dispatch Service, refer to the attached Dispatch Client Reference Guide.  
• For equipment not using The Remi Group’s Dispatch Service, refer to the attached Non-Dispatch Client Reference Guide.  
**Additional Services:**<br>• If the coverage that you select includes additional services such as Preventative Maintenance, Replacement of Covered Property, In-House Repair Reimbursement or Substitute Equipment Rental, please refer to the attached Exhibit A from the final contract and to the Eligible Equipment List for more information on how to access these services. |
| **PRICING:** | • The Remi Group will apply a guaranteed minimum fixed discount of 25% to full service contracts on eligible equipment for all equipment categories. This discount will be reflected on the Agreement Amount on the Schedule of Covered Equipment. |
| **DELIVERY:** | N/A |
| **GENERAL INFORMATION:** | **Contract Number:** WY145629  
**Contract Start Date:** 10/1/12  
**Implementation Date:** 10/1/12  
**Contract End Date:** 9/25/2018  
With the option to renew through 9/30/2026 |
| **ADDITIONAL INFORMATION:** | • **Terms and Conditions:** The contract terms and conditions contain exclusions and limitations of liability that Departments should be aware of when determining if switching a particular maintenance agreement to the service provided by The Remi Group is appropriate. Please refer to attached Exhibit A from the final contract for more information. |
For quotes or questions about coverage and programs, contact The Remi Group:

Kristen Childers
The Remi Group
Direct: 888-451-8916 Option #1
info@theremigroup.com

For OSU contract related questions, contact the OSU Contract Administrator:
Joshua Dodson
1-541-737-3572
Joshua.Dodson@oregonstate.edu
# Typical Equipment Covered

## General Office
- Automated Filing Systems
- Collating Machines
- Dictation Equipment
- Endorsers
- Fax Machines
- Microfiche
- Micrographic Cameras
- Printers
- Shredders
- Time Clocks
- Typewriters
- Word Processing Equipment

## Printing Equipment
- Binding Machines
- Collators
- Color Presses
- Counters
- Electronic Hole Punchers
- Folding Machines
- Image Scanners
- Inserter Systems
- Saddle Stitchers
- Scanning Densitometers
- Scorers
- Shrink Wrap Systems
- Trimmers

## Medical Imaging
- Angiographic Systems
- C-Arms
- Chest Unit
- Cine Film Viewers, Projectors
- Computers
- CT Scanners
- Cytology Units
- Dental Units
- Dose Calibrators
- Film Processors
- Fluoroscopic Rooms
- General Radiographic Rooms
- Laser Imagers
- Mammography Units
- Motorized/Film Viewers
- MRI Scanners
- Nuclear Medicine Cameras
- PACS
- Portable X-Ray Machines
- Radiation Therapy Simulators
- Special Procedure Rooms
- Tomography Rooms
- Treatment Planning Computers
- Ultrasound Units
- Uptake Probes

## Information Technology
- Archiving Appliances
- Laptops
- Network Devices
- Network Storage
- PC’s & Peripherals
- Servers

## Communication
- Audio/Visual Systems
- Intercoms
- Pagers
- Paging Systems
- Radios
- Telephone Switches
- Telephone Systems
- Voice Mail Systems

## POS Equipment
- Barcode Scanners
- Cash Drawers
- Check Readers
- Keyboards
- Monitors
- Printers
- Terminals

## Financial
- After Hour Depository
- Calculators
- Cash Dispenser
- Check Encoders
- Check Imprinters
- Coin Counters/Sorters
- Currency Counters
- Drive Up Systems
- Safe Deposit Boxes

## Mail Room
- Addressing Systems
- Bar-coding Equipment
- Binding Machines
- Bursters/Cutters
- Collators/Decollators
- Conveyers
- Inserter Systems
- Mail Machines
- Mail Peripherals
- Sorters

## Research/Laboratory
- Clinical Analyzers
- Densitometers
- Electron Microscopes
- Gamma Counters
- Lasers
- Optical Microscopes
- Physiological Monitors
- Sleep Labs
- Spectrophotometers

## Law Enforcement
- 911 Systems
- Breathalyzers
- Defibrillators
- Fingerprint Systems
- In-Car Video Systems
- Laptops

## Security
- Alarm Systems
- Card Access Systems
- Vaults & Safes
- Video Surveillance Systems

## Surgery
- Cell Savers
- Cell Washers
- Lasers
- Microscopes
- Phacoemulsifiers
Typical Equipment Covered (Continued)

Functional Labs/
Respiratory Therapy
- Blood Gas Analyzer
- Plethysmographs
- Pulmonary Function Systems
- Sleep Labs

Laboratory
- Blood Gas Unit
- Clinical Analyzers
- Co-Oximeters
- Densitometers
- Electron Microscopes
- Gamma Counters
- Spectrophotometers

Dental Equipment
- Amalgamator
- Anesthesia
- CCTV Camera
- Centrifuge
- Chairs
- Compressors
- Curing Lights
- Dental Washer Disinfectors
- Drying Cabinet
- Endodontic Systems
- Fiber-Optic Digital Imaging
- Light Exam
- Microscopes
- Monitors
- Oral Cameras
- Power Carts
- Root Apex Locators
- Surgical Irrigation Systems
- Vacuum Pumps
- Water Pumps
- X-Ray Machines

Eye Care Equipment
- Analyzers
- Autolensometers
- Autorefractors
- Autotonometers
- Blocker
- Corneal Topographers
- Cryosurgical Unit
- Electronic Scale
- Electronic Thermometer
- Electrosurgical Unit
- Exam Light
- Examination Chair/Table
- Finishing Lab
- Generator
- Groover
- Laboratory Refrigerator
- Laser
- Layout Blocking System
- Monitors
- Patternless Edger
- Phacoemulsifier Aspirator
- Slit Lamp
- Surfacers
- Surface Lab
- Surgical Light
- Ultrasonic Cleaner
- UV Meter

Cardiology/Stress
Test/ICU/CCU/EKG
- Arrhythmia Computers
- Cardiac Cath Systems
- Cardiac Output Computers
- Intra Aortic Balloon Pump
- Patient Data Monitoring
- Stress Test Systems
- Telemetry Systems

Store Equipment
- Bakery Ovens
- Electronic Scale
- Labeler
- Labeler Thermal Indexer
- Meat Saw
- Meat Slicer
- Meat Tenderizer
- Mixer
- Powered Conveyor
- Printer Label Maker
- Printer Thermal
- Proof Boxes
- Refrigeration Systems
- Sealer Food Package
- Warmer Food
- Wrapper Stretch

Scientific Equipment
- Analyzers
- Angiographic Systems
- C-Arms
- Cell Savers
- Cell Washers
- Cine Film Viewers
- Co-Oximeters
- Densitometers
- Cell Washers
- Electron Microscopes
- Film Processors
- Fluorometers
- Fluoroscopic Rooms
- Gamma Counters
- MRI Scanners
- Physiological Monitoring
- Portable X-Ray Machines
- Projectors
- Sequencers
- Special Procedure Rooms
- Spectrophotometers
- Tomographic Rooms

And other equipment that is basically electronic in nature.

Certain models of equipment may not be eligible due to parts & labor exclusivity and/or availability.
List Subject to Change.
Thank you for choosing The Remi Group as your Equipment Maintenance Management Program provider. We are confident that you will be very satisfied with the services we offer.

Enclosed you will find your Client Reference Guide. The information outlined within this guide will help you to make the most of the services that we provide through the program. Please note the “Addition of Equipment/Contract Modifications” and Vendor Payment” contact information is contained in the body of the e-mail when you received this PDF file. If you have any questions please contact the appropriate person and they will be able to assist you.

Again, thank you for choosing The Remi Group!

Sincerely,

Michael J. Van Derveer
Chief Operating Officer
The Remi Group
Addition of Equipment/Contract Modifications

Responsibilities:
- Provide quotation for new items
- Coordinate modifications to the contract
- Answer general program questions

Typical Equipment Covered

General Office
- Automated Filing Systems
- Collating Machines
- Dictation Equipment
- Endorsers
- Fax Machines
- Microfiche
- Micrographic Cameras
- Printers
- Shredders
- Time Clocks
- Typewriters
- Word Processing Equipment

Information Technology
- Archiving Appliances
- Laptops
- Network Devices
- Network Storage
- PC’s & Peripherals
- Servers

Communication
- Audio/Visual Systems
- Intercoms
- Pagers
- Paging Systems
- Radios
- Telephone Switches
- Telephone Systems
- Voice Mail Systems

Point of Sale Equipment
- Barcode Scanners
- Cash Drawers
- Check Readers
- Keyboards
- Monitors
- Printers
- Terminals

Law Enforcement
- 911 Systems
- Breathalyzers
- Defibrillators
- Fingerprint Systems
- In-Car Video Systems
- Laptops

Printing Equipment
- Binding Machines
- Collators
- Counters
- Electronic Hole Punchers
- Folding Machines
- Image Scanners
- Inserter Systems
- Saddle Stitchers
- Scoring
- Shrink Wrap Systems
- Trimmers

Financial
- After Hour Depository
- Calculators
- Cash Dispenser
- Check Encoders
- Check Imprinters
- Coin Counters/Sorters
- Currency Counters
- Safe Deposit Boxes
## Typical Equipment Covered (continued)

### Research/Laboratory
- Analyzers
- Angiographic Systems
- Autosamplers
- Balances
- C-Arms
- Cell Savers
- Cell Washers
- Centrifuges
- Chromatographs
- Cine Film Viewers
- Clinical Analyzers
- Co-Oximeters
- Densitometers
- DNA Extractors
- Electron Microscopes
- Film Processors
- Flow Cytometers
- Fluorometers
- Fluoroscopic Rooms
- Gamma Counters
- Imaging Systems
- Incubators
- Lasers
- Mass Spectrometers
- Microplate readers
- Microscopes
- Monitors
- MRI Scanners
- Optical Microscopes
- Particle Counters
- Physiological Monitoring
- Portable X-Ray Machines
- Projectors
- Refrigerator/Freezers
- Robotic Systems
- Scanners
- Sequencers
- Sleep Labs
- Special Procedure Rooms
- Spectrometers
- Spectrophotometers
- Synthesizers
- Thermocyclers
- Tomographic Rooms

### Medical Imaging
- Angiographic Systems
- C-Arms
- Chest Unit
- Cine Film Viewers, Projectors
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### Surgery
- Cell Savers
- Cell Washers
- Lasers
- Microscopes
- Phacoemulsifiers

And other equipment that is basically electronic in nature.

Certain models of equipment may not be eligible due to parts & labor exclusivity and/or availability. List Subject to Change.
To Place a Service Call:

Call The Remi Group’s Toll Free Service Center at

866.296.4847

1. Provide the following information to the Service Representative:
   - Caller Name
   - Location
   - Phone Number & Email

2. Provide a description of the equipment needing service:
   - Remi Asset Tag Number or Serial Number
   - Brief Description of Reason for Service Call
   - Name & Call Back Number of Responsible End User
After Service Call Has Been Placed

- Remi Dispatch will contact your preferred service vendor
- Provide you with a reference number, and e-mail a partially completed REMI service report to the caller as confirmation of the service request
- Call the Service Center at (866) 296-4847 if technician is late or other issues arise

After Service Has Been Completed

- End user should fax the completed vendor service report to (866) 388-9806 or email to claims@theremigroup.com
- Service vendor will send invoice to The Remi Group for processing
- Please expect an email from Remi to confirm your satisfaction

Auto Attendant/Voice Mail System

In the event that all dispatchers are assisting other customers, or if service is requested after normal business hours (Mon – Fri 7:30am - 8:00pm EST), please leave a voice mail providing the information specified in the “To Place a Service Call” section and your vendor will be notified upon reopening. For emergency services after normal business hours, please press 1 and a service representative will contact you shortly.
Vendor Payment

**Responsibilities:**
- Review and approve vendor invoices for payment
- Answer general vendor invoice questions

**Special Vendor Situations**
In some instances, certain vendors are unable to send invoices and service reports to a third party organization. If documents are sent directly to your facility, please retain a copy of the service report after the completion of a service call and forward the invoice and service report to the below, listed in order of preference:

**E-mail:** claims@theremigroup.com

**Fax:** 866-388-9806

**Mail:** c/o: The Remi Group  
11325 N. Community House Rd.  
Suite 300  
Charlotte NC  28277
Special Service Procedures

Replacement of Equipment
If replacement of an item is needed rather than repair, you must receive prior authorization from The Remi Group by calling (866) 296-4847. If we agree that replacing an item is more cost effective than repair, a replacement can be ordered. You may substitute property of a similar kind, age, model and manufacturer.

The Remi Group is not liable for the cost of any unauthorized property replacement.

Large Loss Notification
If a service event is expected to exceed $7,500, you must receive prior authorization from The Remi Group by calling (866) 296-4847. We will manage the service to ensure service is performed in a cost effective manner. Any alternative solution we propose will use parts and services that comply with the OEM’s specifications.

The Remi Group’s liability is limited to the cost of our proposed solution.

90 Days
In order for The Remi Group to effectively capture all details necessary for the invoice review process, we require you to submit a copy of the service report and invoice within ninety (90) days from the date of service. The service report and invoice should clearly specify the Make, Model and Serial Number of equipment that was serviced, the location of the equipment, details of the service work performed, a list of all parts used, and a breakdown of all charges.

The Remi Group is not liable for any loss, damage or occurrence not reported in compliance with the above paragraph.

Please refer to your Maintenance Service Agreement for a complete listing of terms & conditions.
Thank you for choosing The Remi Group as your Equipment Maintenance Management Program provider. We are confident that you will be very satisfied with the services we offer.

Enclosed you will find your Client Reference Guide. The information outlined within this guide will help you to make the most of the services that we provide through the program. Please note the “Addition of Equipment/Contract Modifications” and Vendor Payment” contact information is contained in the body of the e-mail when you received this PDF file. If you have any questions please contact the appropriate person and they will be able to assist you.

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Sincerely,

Michael J. Van Derveer
Chief Operating Officer
The Remi Group

11325 N. Community House Road, Suite 300, Charlotte, NC  28277
1.888.451.8916
info@theremigroup.com

www.theremigroup.com
Equipment Maintenance Management Program

Client Reference Guide
Addition of Equipment/Contract Modifications

Responsibilities:
- Provide quotation for new items
- Coordinate modifications to the contract
- Answer general program questions

Typical Equipment Covered

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<th>Financial</th>
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- Conveyers
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- Clinical Analyzers
- Co-Oximeters
- Densitometers
- DNA Extractors
- Electron Microscopes
- Film Processors
- Flow Cytometers
- Fluorometers
- Fluoroscopic Rooms
- Gamma Counters
- Imaging Systems
- Incubators
- Lasers
- Mass Spectrometers
- Microplate readers
- Microscopes
- Monitors
- MRI Scanners
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- Microscopes
- Phacoemulsifiers

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*And other equipment that is basically electronic in nature.*

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Certain models of equipment may not be eligible due to parts & labor exclusivity and/or availability. *List Subject to Change.*
To Place a Service Call:

1. Call the service vendor of your choice

2. Provide equipment location, model, serial/ID#

3. Describe malfunction or request PM

4. Provide PO (Purchase Order) # if required

*Paperwork refers to Service Provider Invoice & Field Service Report.*
Once the Service Technician Arrives:

If the service call is expected to exceed $7,500 or if equipment replacement is recommended, call the Remi Engineering Hotline at (877) 275-7364 for assistance in managing the service call prior to service being completed.

When the service call is completed make sure the service technician completes a service report and leaves a copy on site. The service report should include:

- Service Date / Time & Labor Hours
- Equipment model, serial / ID #
- Reported problem
- Repair description
- List of parts used including part # and cost

Please Note: Remi is not financially responsible for equipment replacement or service calls over $7,500 without prior approval from the Remi Engineering Hotline and your receipt of a valid REMI LCR number.

Submit Invoice & Service Report to Remi:

Within 90 days of the service event, email, fax, or mail invoice & service report to the below, listed in order of preference:

E-Mail: claims@theremigroup.com
Fax: (704) 887-2916
Mail: The Remi Group
      Attention: Reimbursement Department
      11325 North Community House Road
      Suite 300
      Charlotte, NC 28277
Vendor Payment

Responsibilities:
- Review and approve vendor invoices for payment
- Answer general vendor invoice questions

Special Vendor Situations
In some instances, certain vendors are unable to send invoices and service reports to a third party organization. If documents are sent directly to your facility, please retain a copy of the service report after the completion of a service call and forward the invoice and service report to the below, listed in order of preference:

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*The Remi Group is not liable for any loss, damage or occurrence not reported in compliance with the above paragraph.*

*Please refer to your Maintenance Service Agreement for a complete listing of terms & conditions.*
EXHIBIT A
EQUIPMENT MAINTENANCE

A. AGREEMENT
In return for OSU’s payment of the Agreement Amount, Contractor will provide the coverage described herein subject to all the terms of this Agreement.

B. COVERAGE PROVIDED
Contractor will indemnify OSU for each Loss that OSU incurs as Corrective Maintenance Charges to return Covered Equipment to Effective Operation due to a Precipitating Condition during the Agreement Period.

C. DEFINITIONS
“Actual Cash Value” means the market value of the Covered Equipment or of similar equipment of equivalent age, kind, and functionality at the time of the Loss.

“Agreement” means this Contract including the Terms and Conditions identified in Exhibit A; Schedule of Covered Equipment; and any amendments to the Contract.

“Agreement Period” means term commencing as the Effective Date and ending on the Expiration Date or earlier termination date, if applicable.

“Agreement Amount” means the amount identified on the “Schedule of Covered Equipment” that OSU Department pays to Contractor for the Services provided under this Agreement.

“Banner Purchase Order” means a purchase order in the form of the sample purchase order provided in Exhibit D.

“Corrective Maintenance Charges” means necessary, standard, and customary charges for Services provided to OSU to restore Covered Equipment to Effective Operation including the cost of parts, Labor, travel, taxes, and shipping charges.

“Covered Equipment” means equipment owned or leased by OSU or equipment in OSU’s care, custody or control, that is identified in the Schedule of Covered Equipment.

“Effective Operation” means the ability of Covered Equipment to render the same or similar service as prior to the development of a Precipitating Condition and operating within Original Equipment Manufacturer’s specifications for the Covered Equipment.

“Labor” is defined as seven (7) days per week, twenty-four (24) hours per day at the vendor’s prevailing labor rates, not including additional expenses associated with overtime, weekend, or holiday repair.

“Loss” means necessary Corrective Maintenance Charges incurred by OSU to restore Covered Equipment to Effective Operation due to a Precipitating Condition. If OSU purchases coverage for Preventative Maintenance Charges, which will be reflected on OSU’s Schedule of Covered Equipment, then covered Preventative Maintenance Charges will be considered a Loss, as well.

“Precipitating Condition” means an impairment of the Effective Operation of Covered Equipment arising from electrical or mechanical failure.

“Preventative Maintenance Charges” means standard and customary charges for preventative maintenance services rendered to OSU upon Covered Equipment including the cost of parts, Labor, travel, and taxes. This
Agreement does not cover Preventative Maintenance Charges unless the coverage has been specifically purchased by OSU, as reflected on OSU’s Schedule of Covered Equipment.

"Prorated Fee" means the Agreement Amount adjusted for the time period the Covered Equipment was covered by this Agreement during the Agreement Period.

"Schedule of Covered Equipment" identifies the Covered Equipment which Contractor will pay for the Loss incurred by OSU during the Agreement Period, if all other conditions of this Agreement are met.

"Service" means administration of equipment maintenance management programs.

D. TERMS AND CONDITIONS

1. Aggregate Agreement Liability

Contractor's Aggregated Agreement Liability is limited to an amount not to exceed two and one half (2.5) times the Prorated Fee.

2. Agreement Period and Territory

This Agreement applies only to Losses that occur:

a. During the Agreement Period;

b. Within the effective coverage period for each piece of Covered Equipment as specified on the Schedule of Covered Equipment; and

c. While the Covered Equipment is physically located within the United States.

3. Reporting Losses for Reimbursement

a. In order to receive reimbursement for Corrective Maintenance Charges or Preventative Maintenance Charges incurred as part of a covered Loss under this Agreement, OSU must report the Loss to Contractor in compliance with all the terms and conditions of this Agreement.

b. OSU must report the Loss to Contractor within ninety (90) days from the date of the Loss the “Loss Notification Period”.

c. OSU must provide satisfactory reporting of Loss to Contractor regarding the Loss to enable Contractor to determine if the Corrective Maintenance Charges or Preventative Maintenance Charges reported are within the scope of coverage defined in this Agreement.

d. Satisfactory reporting of Loss includes, at a minimum, a description of the Covered Equipment involved, a legible copy of the vendor service report, and corresponding vendor invoice.

e. OSU agrees to cooperate and assist in the collection of additional information and documentation necessary to evaluate the facts surrounding any reported Loss.

f. Contractor will not be liable for any Loss in which there is a failure to comply with this paragraph 3.

4. Replacement of Covered Property

a. If it appears to be more cost effective to replace Covered Equipment than repair, OSU must report the Loss to Contractor's Engineering Support Hotline at 877-275-7364 prior to authorizing the replacement of Covered Equipment.

b. If a failed sub-assembly may necessitate the replacement of an entire system component (by way of example and not limitation, a failed circuit card necessitating the replacement of an entire console and monitor), OSU must report the Loss to Contractor's Engineering Support Hotline at 877-275-7364 prior to authorizing the replacement of the entire system component.

c. If Contractor agrees that replacement of Covered Equipment is more cost effective than repair, OSU may substitute equipment of a similar kind, age, model, and manufacturer. Written authorization must be obtained from Contractor prior to the replacement of any Covered Equipment.
d. Contractor will not be liable for any unauthorized replacement of Covered Equipment.

5. Large Loss Notification
a. If Corrective Maintenance Charges or Preventative Maintenance Charges may exceed $7,500 the "Large Loss Notification Limit", OSU must report the Loss to Contractor's Engineering Support Hotline at 877-275-7364 prior to authorizing or commencing any repair service.
b. OSU agrees that Contractor's Engineers and Loss Control Specialists will be allowed to manage the Loss to ensure service is performed in a cost effective manner. Contractor has the right to deploy alternative vendors and source equivalent parts to return the Covered Equipment to Effective Operation. Contractor agrees that any alternative solution Contractor proposes will use parts and services that comply with the Original Equipment Manufacturer's (OEM) specifications for the Covered Equipment.
c. OSU has the option to reject Contractor's proposed alternative solution. However, Contractor's liability to reimburse for OSU's Loss will be limited to the cost of Contractor's proposed solution. Any additional Loss costs in excess of Contractor's proposed solution shall be solely OSU's responsibility.
d. If OSU fails to comply with the terms of this paragraph 6. Contractor reserves the right to limit OSU's reimbursement for Corrective Maintenance Charges or Preventative Maintenance Charges to the amount which Contractor could have sourced on OSU's behalf.

6. In-House Repair Reimbursement
a. Contractor agrees that members of OSU's staff may perform Labor to restore Covered Equipment to Effective Operation following a Loss.
b. OSU agrees that OSU's staff that performs Labor upon Covered Equipment will have the necessary skill, experience, training, and license(s) or manufacturer certification(s) required to perform the Labor.
c. Contractor agrees to reimburse Labor performed by OSU's staff to return Covered Equipment to Effective Operation at the rate of $40.00 per hour the "In-House Repair Labor Reimbursement Rate".
d. OSU agrees to comply with the terms of this Agreement and report any Loss involving In-House Repair Reimbursement in compliance with all the terms and conditions of this Agreement.

7. Rental of Substitute Equipment
Contractor agrees to reimburse OSU for rental or loaner charges for substitute equipment of like kind, necessitated by a Loss, for no more than ten (10) days, but the amount is limited to the Actual Cash Value of the Covered Equipment less the Loss of the "Rental Reimbursement Limit". The total reimbursement for rental or loaner charges plus Corrective Maintenance Charges and Preventative Maintenance Charges shall not exceed the Actual Cash Value of the Covered Equipment at the time of Loss.

8. Preventive Maintenance
If OSU has purchased coverage for Preventative Maintenance Charges, as reflected on OSU's Schedule of Covered Equipment, OSU agrees that preventative maintenance services will be performed in compliance with the Original Equipment Manufacturer's specifications for the Covered Equipment and at the frequency defined on OSU's Schedule of Covered Equipment. Contractor is under no obligation to reimburse for more than the number of preventative maintenance events defined on OSU's Schedule of Covered Equipment. If OSU removes equipment from the Schedule of Covered Equipment or cancels this Agreement, Contractor will only cover Preventative Maintenance Charges prorated over the period of time of the coverage. By way of example, but not limitation, if the Covered Equipment was scheduled to have four (4) preventative maintenance inspections per year and the Covered Equipment is removed from the Agreement after six (6) months, the number of prorated preventative maintenance inspections would be two (2) calculated as [(6/12)x4)]. OSU will be responsible for any charges exceeding the prorated amount.
9. Loss Settlement

Contractor will not reimburse OSU for more than the Actual Cash Value of the Covered Equipment at the time of Loss. The Loss will be ascertained or estimated on the basis of Actual Cash Value of property similar in kind, age, model and manufacturer to the Covered Equipment at the place and time of the Loss.

10. Prior Precipitating Condition

Contractor will not cover any Loss that results from a Precipitating Condition that exists prior to the effective date of coverage for the Covered Equipment under this Agreement.

11. Protective Safeguards and Physical Environment

OSU agrees to maintain throughout the Agreement Period of this Agreement such protective safeguards as were in existence at the time of or installed subsequent to the first Effective Date of this Agreement. Upon discovery of a Precipitating Condition, which may give rise to a claim under this Agreement, OSU must take all reasonable steps within OSU’s power to minimize the extent of Loss. OSU further agrees to take due care to maintain a physical environment (levels of temperature, humidity, dust, etc.) in keeping with the Original Equipment Manufacturer’s recommendations for the Covered Equipment.

12. Alteration of Risk

OSU must provide Contractor notice in writing regarding any material change varying the facts or circumstances surrounding the Covered Equipment, such as the movement of Covered Equipment or nearby construction. Contractor reserves the right to amend this Agreement if there is such alteration of risk. If OSU fails to notify Contractor of alteration of risk, which results in Loss under this Agreement, Contractor reserves the right to deny OSU reimbursement for Corrective Maintenance Charges or Preventative Maintenance Charges.

13. Contractor’s Options

Contractor has the right to any salvage value, exchange credit or replaced hardware as a result of a Loss for which Contractor has made payment.

14. Changes to Schedule of Covered Equipment

During the Agreement Period, OSU must request all changes to the Schedule of Covered Equipment to Contractor in writing. Such request can be made via email or via Remi Online.

a. If the requested change is additive Contractor will provide a quote to OSU for the changes to the Schedule of Covered Equipment. If OSU agrees to addition to the Schedule of Covered Equipment, OSU will authorize the change by issuing a Banner Purchase Order for the additional equipment. OSU agrees to pay any additional Agreement Amount Contractor charges for the changes to the Schedule of Covered Equipment if authorized by a Banner Purchase Order. The effective date for this change will be the date of the Banner Purchase Order. OSU agrees that any equipment OSU requests to be added for coverage will be in good working order with no known Precipitating Condition. Contractor will process the change to the Schedule of Covered Equipment via an endorsement that is required in order to prorate the coverage and fees to allow for accurate invoicing. Contractor can keep these endorsements as internal documents only.

b. If the requested change is deductive the effective date of the change will be either the date OSU notifies Contractor in writing or an agreed future date.

c. Contractor is not liable for any Loss or return of the Agreement Amount associated with unauthorized changes to the Schedule of Covered Equipment not agreed to by Contractor in accordance with this paragraph 14.
15. Concealment or Fraud

At Contractor's discretion, Contractor may cancel or void this Agreement if OSU:

a. Intentionally conceals or misrepresents any material fact or circumstance; or
b. Engages in fraudulent conduct or false swearing relating to this Agreement.

16. Warranties, Maintenance Contracts, Agreements

a. This Agreement shall not apply to any Loss to any Covered Equipment to the extent that such Loss is covered under any other warranty, guarantee, maintenance contract, service contract, insurance contract or any third party agreement.
b. The terms and conditions of any warranty, maintenance contract, service agreement, or any other contract or agreement that OSU enters into with any third party does not bind Contractor regarding any Covered Equipment, unless Contractor consents to the agreement in writing.
c. Contractor makes no warranty with respect to services or parts provided by vendors.

17. Purchase of Goods and Services

Notwithstanding any other provision of this Agreement, Contractor shall purchase, as OSU's agent and not on Contractor's own behalf, all goods and services to be provided by outside vendors under this Agreement as may otherwise be subject to sales or other tax if purchased by Contractor. The title and benefit of all such goods and services shall pass directly from such vendors to OSU.

18. Appraisal

If OSU and Contractor do not agree on the amount of the Loss, the Actual Cash Value of the Covered Equipment or the cost to repair or replace the Covered Equipment either party may demand that these amounts be determined by appraisal.

If either party makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within twenty (20) days after the receipt of the written demand. The two appraisers will select a competent, impartial umpire within fifteen (15) days, if they cannot agree on an umpire, OSU or Contractor may ask a judge of a court in the state where the appraisal is pending to select an umpire.

The appraisers will determine:

a. the amount of the Loss;
b. the Actual Cash Value of the Covered Equipment; and
c. the cost to repair or replace the Covered Equipment.

Each amount will be stated separately.

If the appraisers submit a written report of the appraisal to Contractor, the written appraisal will establish the aforementioned amounts. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. A written appraisal by any two of these three will establish the amounts stated above.

Each appraiser will be paid by the party selecting that appraiser. The compensation of the umpire and any other expenses of the appraisal will be shared equally by OSU and Contractor.

This appraisal process is voluntary and the final determination is non-binding on the parties.

19. Limitation of Liability and Warranties
a. **Liability Limitation** - In no event shall **Contractor** be liable for any incidental, special, statutory, indirect or consequential damages, including, but not limited to, lost profits, revenue, or down time delay, market loss, loss of use or, business interruption. **Contractor**’s liability for any damage arising from a cause of action in contract, tort or otherwise shall be limited to the **Prorated Fee OSU** has paid to **Contractor** during the preceding 12 months.

b. **Warranty** - **Contractor** warrants to OSU that the **Services** provided under this **Agreement** shall be performed in a professional manner by qualified personnel. If the **Services** have not been so performed and **Contractor** receives from OSU within thirty (30) days of the occurrence a written report detailing the basis of the non-conformance and agrees with OSU, **Contractor** shall re-perform those **Services**. This remedy is OSU’s sole and exclusive remedy and is in lieu of any other rights or remedies OSU may have against **Contractor** with respect to non-conformance of the **Services**.

EXCEPT AS PROVIDED IN THIS PARAGRAPH 19, CONTRACTOR MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE SPECIFICALLY DISCLAIMED.

20. **Offset**

**Contractor** may offset any amount owed to **Contractor** against any pending or future Loss reimbursement payments.

21. **Renewals**

**Contractor** reserves the right to change coverage benefits and **Annual Agreement Amount** on the **Schedule of Covered Equipment** upon renewal of the **Covered Equipment**, provided **Contractor** sends written notice to OSU of such changes at least 60 days prior to renewal.

**E. EXCLUDED CAUSES OF LOSS**

**Contractor** will not reimburse OSU for those **Corrective Maintenance Charges** caused directly or indirectly by any of the following regardless of any other cause or event that contributes concurrently or in any sequence to the Loss:

1. Any cause of Loss customarily covered under the following commercial insurance forms: Boiler & Machinery; Automobile; Crime; Electronics Data Processing; Business Interruption or Time Element; Fire & Extended Coverage; or Named Peril, Special or All Risk Property;
2. Flood, sewer or drain back-up or earth movement, including earthquake, landslide, mudflow, and earth sinking, rising or shifting, unusual atmospheric conditions, power surges, power outages or acts of God.
3. Insect or vermin damage;
4. Obsolescence of **Covered Equipment**; including equipment that can no longer be returned to Effective Operation because of technology changes or the unavailability of parts or manufacturers support.
5. War, including undeclared war, civil war, insurrection, rebellion, revolution, terrorism, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear, biological, or chemical weapon(s) will be deemed a warlike act even if accidental.
6. Radioactive Contamination, meaning; Ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
7. Vandalism, defacement, malicious mischief, abuse, misuse, or theft;
8. Willful, fraudulent or dishonest act or omission by OSU;
9. Ordinances, regulations, laws, court actions, or accreditation testing;
10. Software or software virus; or
11. Vendor, Contractor, or in-House Maintenance or Operator error, faulty workmanship, improper installation, improper maintenance, negligence or fraud.

F. EXCLUDED COSTS

Unless the coverages defined below are specifically purchased by OSU, which will be identified on OSU's Schedule of Covered Equipment, Contractor will not pay any cost associated with:

1. Emergency service fees or special service assessments beyond normal labor and travel expenses;
2. Repair or replacement of operating supplies, consumables, disposables, expendables, or accessory items;
3. Expenses incurred when no problem is found with the equipment;
4. Improvements, updates, upgrades, cosmetic restorations, preferential equipment adjustments, retrofits, overhauls, refurbishment, or correcting conditions of obsolescence and all costs of repairing or replacing parts when the discovery of deficiencies occurs as a result or in conjunction with any of these;
5. Expenses incurred for functions and services normally performed by the equipment operator;
6. Expenses or fees associated with the re-stocking of unused parts;
7. Maintaining or repairing Covered Equipment mounting hardware, supports, fixtures, or furniture;
8. Trace gas analysis, safety checks, certifications, or calibrations;
9. Repair or replacement of X-Ray tubes, pick-up (PMT) tubes, image intensifiers, digital detectors, glassware, transducers, probes, MRI magnets, coils, cryogens, crystals, wave guides, shock wave generators, magnetrons, klystrons, thyatrons, fiber optics, laser systems, laser bench, mammo paddles, lights, uninterrupted power supplies (UPS), drums, including copier drums and laser imaging drums, equalization, repair, or replacement of batteries, battery cells or electrodes;
10. Loaner charges or rent for replacement CT's, PET Scanners, MRI's, Nuclear Medicine Labs, Cath Labs, or Oncology Systems;
11. Repairs and expenses associated with de-installation, movement, or installation of Covered Equipment;
12. Contractor will pay only for the cost to repair the impaired sub-assembly if there is a Loss to Covered Equipment that is comprised of many sub-assemblies.