



ReviveR™ View Service Agreement

Company Name ("Customer"): The Diocese of San Jose Date: 9/25/2017

Service Agreement Start Date: October 1, 2017 E-Mail: iabell@dsj.org

Billing Address: 1150 N 1st Street City: San Jose

State: CA Zip: 95112 Phone: 408-983-0223 Fax: _____

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas"), will provide the Customer with the following Automatic External Defibrillator units ("Units") at the prices and conditions described in this Agreement.

Description	# of Units		Payment/Unit		Total Payment
ReviveR™ View AED	<u>EACH</u>	X	<u>\$89.00</u> /month	=	\$ _____ /month
AHA HEARTSAVER™ FA/CPR/AED	<u>EACH</u>	X	<u>\$95.00</u> /person	=	\$ _____

Service Agreement Term: Service Agreement is Thirty Six (36) months from the AED(s) delivery date as stated on the first invoice (the "Initial Term"). Agreement will automatically renew after the Initial Term for (12) months (each a "Renewal Term") at the current monthly rate per AED. This auto renewal will continue every (12) months until customer provides Cintas with a (30) day advance written notification of cancellation of AED Service Agreement. The renewal provides all the benefits outlined in the initial term of the agreement. Fee includes Medical Direction, Pads/Battery Replacement as needed, software updates, (1) AED Wall Cabinet or Grab & Run Bag per device upon installation, on-site AED training with purchase of FA/CPR class, Future Model Upgrade Options, routine on-site service checks, Cintas support after use and the services listed in the Scope of Work (Exhibit A). Notwithstanding anything to the contrary contained herein there will be a minimum term of thirty-six (36) months ("Minimum Term") for any individual Customer location or additional units added during the Initial Term or Renewal Term.

Service Guarantee: Company Guarantees to deliver quality AED Service Agreement program at all times. Any complaints about the quality of the service should be directed in writing to the General Manager. If complaints remain unresolved after a reasonable period of time, customer may terminate this agreement provided AED(s) are returned in good working order, or purchased at replacement cost.

Cancellation:

During Initial Term - Customer can cancel anytime with a (30) day advance written notification. Customer then owes all remaining Service Agreement payments to current agreement term end date. All AED(s) currently under agreement would then be returned to Cintas. For any AED(s) added during the Initial Term or any Renewal Term, Customer will owe all remaining Service Agreement payments for the number of months remaining in the unexpired Minimum Term.

Anytime During Renewal Term - Customer can cancel anytime with a (30) day advance written notification. Customer will owe a cancellation fee of \$150 dollars per AED under Service Agreement. AED(s) will be returned to Cintas.

New AED Model Upgrades:

If Cintas adds a new AED model to the product line, customer can upgrade to new unit anytime after the first (36) months of their current agreement with no penalty or cancellation charges. Customer can choose to purchase the new unit at current price, or sign a new service agreement for the new device. All AED(s) under agreement would have to be returned to Cintas.

I have read and agree to the terms and conditions in this Agreement, including those printed on the back of this page.

Customer Representative's Signature: _____ Date: _____

Customer Representative's Name: _____ Title: _____

Accepted by Name: _____ Signature: _____

Approved by Name: _____ Signature: _____ Location #: _____

Terms

Reviewed 9/1/2017

- A. With the exception of non-transferable components such as replacement pads and batteries, which are the property of the Customer, Units remain the property of Cintas. The AED Unit description is further defined as the AED, one (1) standard battery, one (1) standard pad set, one (1) quick use card and user manual. Additional batteries and pads, data recording card, carrying case, and other accessories are not included and may be purchased separately. Customer agrees that the service on the Units shall be done exclusively by Cintas, unless Cintas agrees in writing to an alternate source to perform these services.
- B. Customer agrees to protect Units from abuse and to return the Units to Cintas in good working and physical condition, reasonable wear and tear accepted, within five business days of the termination of this Agreement. In the event a Unit is lost, stolen, or damaged beyond repair, Cintas will provide a replacement unit. Customer agrees to pay replacement cost of (\$1995) upon receipt of invoice. This payment will not release Service Customer of its obligations under the terms and conditions of this Agreement. This Agreement is non-cancelable except as provided herein.
- C. The Units, replacement pads and batteries are susceptible to damage caused by extreme temperatures, impacts, and other factors, and it is up to the Customer to periodically check the Units for functionality. Additional and replacement components are available from Cintas at then-current list prices.
- D. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY TRAINING SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE TRAINING SERVICES OR THE INFORMATION PROVIDED IN CONNECTION WITH THE TRAINING SERVICES. CINTAS WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY CINTAS OF ITS TRAINING SERVICES HEREUNDER OR IN CONNECTION WITH ANY OF THE SERVICES OFFERED.
- E. Customer is responsible for choosing the type and placement of the AEDs. This Agreement, and any attached exhibits, schedules or other documents, contain the entire agreement between Cintas and the Customer and may not be changed, modified, terminated or discharged except in a written agreement executed by both parties. In the event of any inconsistency between the terms and conditions contained herein and the terms and conditions contained in any document attached hereto, the terms and conditions contained herein shall govern and control.
- F. Customer is aware that any use of Units which is inconsistent with manufacturer's recommendations or FDA regulations could pose a threat to the well-being of its employees and others who might use the Units or have the Units used on them.
- G. Customer will make Cintas aware of any faults, alarms, or indications that the AED is not functioning properly.
- H. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CINTAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN,
- I. INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS IN CONNECTION WITH THE USE OF THE UNITS AND TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CINTAS, ITS SUBSIDIARIES AND AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "CINTAS PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES), LOSSES, DAMAGES, DEMANDS, FINES AND CAUSES OF ACTION CAUSED BY, ARISING OUT OF OR RELATED TO THE USE OF THE UNITS, THE FAILURE OF THE UNITS TO FUNCTION PROPERLY, THE FAILURE OF ANY PERSON TO PROPERLY USE ANY UNIT, THE LOCATION OF ANY UNIT, ANY ALLEGATION THAT THE NUMBER OF UNITS ORDERED HEREUNDER IS INSUFFICIENT, OR THE ACTUAL OR ALLEGED ACTS OR OMISSIONS OF CINTAS, WHETHER OR NOT THOSE ACTS OR OMISSIONS ARE JOINT OR CONCURRENT WITH ANY OTHER PARTY; PROVIDED, HOWEVER, THAT CUSTOMER'S OBLIGATIONS HEREUNDER SHALL NOT APPLY TO ANY CLAIM, LIABILITY, EXPENSE, LOSS, DAMAGE, DEMAND, FINE OR CAUSE OF ACTION ESTABLISHED TO BE THE RESULT OF THE SOLE NEGLIGENCE OF CINTAS. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.
- J. This Agreement shall be governed by the laws of the state of Ohio and is binding upon Cintas and Customer, their respective legal representatives, successors and permitted assigns. Cintas may assign this Agreement to any subsidiary of Cintas Corporation without Customer's consent. Any assignment by Customer shall require Cintas' written consent.
- K. If any provision of this Agreement is determined to be void, illegal or unenforceable for any reason, the unenforceable provision shall be deemed to be rewritten to the extent it would be enforceable consistent with the parties' intent, if possible, and all other provisions, covenants, exhibits and schedules of the Agreement shall remain in full force and effect.
- L. FDA regulations require the tracking of the physical location of Units. Customer agrees to promptly notify Cintas of the new locations if and when Units are moved.
- M. Cintas will provide service and maintenance for the Units. This includes regular service checks. Customer is required to schedule service visits by Cintas at six (6) month intervals to verify working order, mechanical fitness, and compliance with governmental regulations. Should Units require any repairs or maintenance not as a result of mishap or misuse by Customer, Cintas, at its sole discretion, shall either provide Customer with a replacement Unit or perform the appropriate maintenance at no charge to the Customer. If Cintas, at its sole discretion, determines that the necessary repairs were not caused by normal wear and tear, Customer may be charged for the time, materials, and shipping involved in the repair of said Units. Replacement pads and other non-transferable components are excluded from this repair and maintenance policy.
- N. If Customer's Unit is located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to send Customer written reminders to perform their own inspections on the Units. Customer acknowledges this process and accepts all responsibility for performing the inspections themselves. If Customer detects a problem or has a concern about their Unit they should contact Cintas during normal business hours. Cintas will respond to Customer by the first business day following notice of the problem or concern.
- O. If the Units in need of repair are located further than fifty (50) miles from the nearest Cintas FAS service office, Cintas, at its sole discretion, may elect to ship replacement Units to the Customer on an even exchange basis, in lieu of on-site pick-up for service. In this situation and upon receipt of the replacement Units, Customer will return to Cintas the old Units, prepaid and with reasonable care taken to protect Units during transit.
- P. Replacement pads, Medical Direction, 1 free wall cabinet or grab and run bag, software updates, and AED Batteries are covered at no cost thru the Service Agreement payments. AED Training will also be provided for free when FA/CPR class is purchased from Cintas.
- Q. Other non-transferable components are available for purchase from Cintas at then-current prices.
- R. Should Units require repairs as a result of accident, negligence, fire, flood, Customer's misuse, Act of God, or cause other than normal wear and tear, Cintas will arrange for the damaged Unit to be repaired by the equipment manufacturer. Customer agrees to pay for time, material and shipping charges, not to exceed the then-current total replacement cost of a Unit. While the Unit is being repaired, Cintas will provide Customer with a replacement Unit at no charge.
- S. Cintas has the right to recover the units if terms of this agreement are breached or monthly payment becomes substantially past due. Customer will then owe all remaining Service payments to Service end date per the cancellation terms.