

EXHIBIT A

ADDENDUM TO PHOTOCOPIER AGREEMENTS

("Addendum")

Notwithstanding anything to the contrary contained in any of the Agreements between _____ ("Company") and _____ ("Customer"), (hereinafter "the Agreements"), the parties agree to supplement and revise the Agreements as follows (the supplemented and revised agreements hereinafter are collectively called the "Agreement"):

1. Company agrees that any nonpublic technical, business and personal information of Customer, including employee, clergy and student conversations overheard, internal memoranda, personal and business letters, student records and reports, and personnel records as well as any documents marked in a manner to indicate that it is proprietary or confidential, shall be kept in confidence by Company. Customer's confidential information shall not include information which at the time of disclosure is in the public domain.
2. In the event of a dispute concerning any term of the Agreement, the dispute shall be governed by the laws of the State of California and jurisdiction of any such dispute shall be in the state court of California, in the county in which Customer is located. The prevailing party in any dispute shall be entitled to recover reasonable attorney's fees and costs.
3. If any provision of this Agreement is determined to be illegal, invalid or unenforceable under present or future law, such provision shall be fully severable and the remaining portions of this Agreement shall remain in full force and effect.
4. Company shall comply with all applicable laws, regulations, judicial or administrative orders and ordinances governing its conduct and the conduct of its technicians, agents, drivers, employees, subcontractors and representatives working on Customer site, including but not limited to laws governing Company with respect to contact with minors, background checks, fingerprinting, licensing and permitting or otherwise allowing any conduct or activity on the premises of Customer or in the presence of minors.
5. Company, at its sole cost and expense, shall obtain and keep in force policies of general liability and property damage insurance with a carrier admitted in the State of California, insuring Company against any liability arising out of any act, omission, or alleged act or omission of Company and any of its officers, directors, licensees, employees, agents, independent contractors, guests, vendors



and invitees, including but not limited to property damage, including loss of use, personal or bodily injury. The amount of such insurance shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence. Company shall also obtain and keep in force during the entire term of this Agreement a policy of workers' compensation insurance and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. Customer shall be named additional insured under the general liability policy described above, which shall be so specifically endorsed. All insurance required to be obtained by Company pursuant to this Agreement shall be primary to any other insurance available to Customer, and any insurance available to the Customer shall be excess and noncontributing with respect to insurance required to be obtained by Company. Certificates of Insurance and Additional Insured Endorsements are to be filed with Customer prior to commencement of any services pursuant to this Agreement.

6. Customer and Company acknowledge that the hard drive on any equipment may retain images, content, or other data during normal operation of the equipment ("Data"). If Company has agreed to remove pre-existing equipment from Customer's premises, Company shall, at no additional cost to Customer: (i) if the Customer owns the equipment, remove and return the hard drive to Customer, or (ii) if the pre-existing equipment is leased by Customer from a lessor affiliated or in privity with Company, sanitize in accordance with NIST 800-88 media sanitization specification (or its successor), to the extent not already sanitized, all Data from the hard drive if the equipment is to be returned to the lessor, or (iii) if the pre-existing equipment is leased by Customer from any other lessor, cooperate with Customer as commercially reasonable to assist Customer's Data security efforts with and by the existing equipment supplier and/or lessor. For the avoidance of all doubt, such assistance shall not require Company to perform services upon any brand or line of equipment not customarily serviced by Company.

7. Company will and does indemnify, defend and hold harmless Customer, its agents, clergy and employees ("Indemnitees"), from and against all third party liabilities, costs, claims, damages, losses and expenses, including but not limited to reasonable attorneys fees, and other costs and expenses incurred as an incident thereto (collectively, "Claims"), arising out of the performance of this Agreement, or any material breach of any of the terms contained herein (including Section 4 of this Addendum), including any such claims, damages, loss or expense attributable to personal injury, including death, to any person or injury to or destruction of real property, to the extent caused in whole or in part by any negligent or intentional acts or omissions of Company, its agents, subcontractors, employees or invitees, and anyone for whose acts Company may be liable, provided that Company shall not be required to indemnify Customer for the sole negligence or willful misconduct of Customer.

8. The Agreements may be renewed by the parties at the end of the term by signing a new maintenance or lease agreement. If the parties do not sign new agreements, and do not provide written notice of termination, this Agreement shall continue in effect upon the same terms and conditions on a month to month term until either party provides thirty days written notice of termination.

9. In the event Company has agreed to buy out Customer's pre-existing lease of equipment, ("Pre-Existing Lease"), the following provisions shall apply:



a. Customer shall request of the lessor under the Pre-Existing Lease all buyout (“Buyout”) and return instructions and documentation, and shall provide such instructions and documentation to Company. Company will not remove any pre-existing equipment from Customer’s premises unless Company seeks and the existing lessor grants Company authorization to move and/or return the equipment.

b. As to any Buyout of equipment lease(s), Company shall provide payment therefor either (i) to the pre-existing lessor or (ii) to the order of the “Roman Catholic Archdiocese of Los Angeles”, with such payment to be sent to Attn: Director of Applied Technology, 3434 Wilshire Blvd., Los Angeles, CA 90010 (the “Archdiocese”). Under no circumstances shall Company provide Customer with any such Buyout funds, except upon the express written consent of the Archdiocese’s authorized designee at his/her sole discretion.

c. Company agrees that Customer is not responsible for payment of any further monthly lease payments under the Pre-Existing Lease as of the date of the buyout or the date the equipment is removed from Customer's premises, whichever is earlier, except that Customer remains responsible for any outstanding overdue payments, late fees, costs, overage/click charges and damage to the equipment incurred prior to the removal of the equipment. Company shall indemnify Customer and shall hold Customer harmless from any and all claims that may be brought by the pre-existing Lessor or its assignee under the Pre-Existing Lease arising out of Company’s breach of this obligation, including payment of reasonable attorneys' fees or costs that Customer may incur.

10. In the event of any conflict or inconsistency between the provisions of this Addendum and of any other Agreement between Company and Customer concerning this Equipment, this Addendum shall govern and control.

DATED: _____

Company: _____
By: _____
Name: _____
Title: _____

Customer: _____
By: _____
Name: _____
Title: _____

