



MANAGED PRINT SERVICES AGREEMENT

TERMS AND CONDITIONS

1. In consideration of the performance and observance by the Company of the terms and conditions hereof, the company agrees, subject to the terms and conditions hereof, to perform preventive maintenance of lubrication, ordinary and necessary adjustments on the described equipment according to factory recommendation. This agreement does include all mechanical and electrical parts at no charge unless the machine malfunction is caused by fire, act of God, vandalism or Customer misuse or neglect. Customer agrees to exert reasonable care in the operation of the equipment. In addition, the Customer is responsible for implementing appropriate safeguards to preserve equipment in storage.
2. TWELVE-MONTH EXTENDED CARE INCLUSIVE COVERAGE: The company will provide all parts, drums, preventive maintenance and emergency service on the equipment listed on the signed order. Contract is also to include toner, but no other consumables (such as staples and paper). All network support and maintenance on any computers will be charged at the hourly labor rate.
3. Should the Customer decide to move the equipment, the Customer will be responsible for all costs incurred.
4. All scheduled calls and intervening calls will be performed during the Company's normal working hours. Emergency calls Requested for those hours other than the Company's normal working hours will be charged to the Customer at the Company's then current rate for after hours-emergency service. The rate shown on the signed order is for performing maintenance only at the location listed. Should the Customer relocate the equipment into a different zone, the rate would be increased for the balance of the term.
5. Major disassembly, overhauling or rebuilding is not provided under the terms of this agreement. No such work will be performed until a written estimate of charges, including parts, transportation, and labor has been submitted and approved in writing by the Customer.
6. Customer agrees to appoint a key operator, to exert reasonable care in the operation of the equipment and to provide all consumable supply items as frequently as needed for maximum performance.
7. Service Fee Rate Increases. At any time after the parties sign an Order, Provider may elect to raise the fees that it charges under that Order. If the increase is greater than 10% annually, Provider shall give Client no less than thirty (30) days' notice of any such increase in fees to be charged. Following Client's receipt of such notice, Client may terminate the Order without incurring any additional charges or penalties, if any, that Client ordinarily would incur for such termination. At the end of the term of this Agreement (or any renewal term), this Agreement will renew for successive like periods upon invoicing by the company at the rate in effect at the time of the renewal unless customer or Preferred Office Technologies provide written notice, at least 30 days prior to the end date of intent of termination of contract. Cancellation of contract before Agreement end date will result in an early termination fee equal to 5% of remaining balance plus any remaining balance owed per Agreement.
8. Customer agrees to allow remote meter reading collection through a Data Collection Agent provided by the Company. Information on this application can be provided to Customer by request. Meter reading collection is required for billing purposes on contracts based on usage of device. The Data Collection Agent will also proactively notify the Company if additional toner is required to operate the device. The Company shall not be obligated to provide services as called for in this agreement unless the Customer maintains a consistent connection between the Data Collection Agent and the Company and is current with all payments due the Company under the terms of this agreement or any agreement relating to the acquisition of the specified equipment.
9. This agreement is subject to the approval of the Preferred Office Technologies.
10. Any taxes due or imposed by a taxing jurisdiction, now or hereafter shall be the responsibility of the Customer