



KONICA MINOLTA

MASTER AGREEMENT

This Master Agreement (“Agreement”) is made and entered as of _____ (“Agreement Effective Date”) by and between **KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**, a New York corporation, with its principal place of business located at 100 Williams Drive, Ramsey, New Jersey 07446 (hereinafter referred to as “KMBS”) and _____, a _____, with its principal place of business located at _____, (hereinafter referred to as “Customer”).

WHEREAS, Customer maintains operations in various locations throughout the United States and wishes to purchase Products and related Services from KMBS for use in Customer’s facilities; and,

WHEREAS, KMBS wishes to sell such Products and related Services to Customer; and,

WHEREAS, the parties deem by means of this Agreement to establish general terms and conditions, which will govern the purchase of such Products and related Services by Customer,

NOW THEREFORE, in consideration of the promises and undertakings hereinafter set forth, the parties hereby agree as follows:

1.0 DEFINITIONS

“**Products**” is defined as Hardware and Software made available to Customer under this Agreement.

“**Hardware**” is defined as multifunctional devices, printers and other hardware, peripherals, accessories and options supplied by KMBS.

“**Services**” is defined as Hardware, Professional Services and Maintenance Services provided by KMBS.

“**Software**” is defined as KMBS Software programs, procedures, and related documentation associated with a computer system

“**End User License Agreement**” also known as *EULA*, is defined as each software license Agreement under which Customer has been granted the right by the applicable Software development company or other licensor to use the Software

2.0 SCOPE

This Agreement will apply to Products and related Services to be provided in the United States only. Should Customer wish to purchase Products and related Services outside of the United States, the respective Konica Minolta, Inc. entity or distributor in that respective country may offer Individual Contracts for acquisition of such Products and related Services (“Individual Contract(s)”). Each Individual Contract will be interpreted as a single agreement, independent of other Individual Contracts and this Agreement and will include local Products, pricing, terms and conditions.

3.0 TERM

The term of this Agreement shall be for a (xx) month period from , 20 through , 20 ("Initial Term"). Any extension of the Initial Term of this Agreement must be mutually agreed upon by both parties in an amendment.

4.0 PRODUCT AND SERVICE AVAILABILITY

Standard Services under this Agreement is provided during KMBS's normal business hours 8:00am-5:00pm Monday through Friday exclusive of core national holidays observed by KMBS. Extended coverage Services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

4.1 The Products under this Agreement are subject to availability. If KMBS is unable to fulfill a Customer order in accordance with the terms of this Agreement KMBS may substitute an equal or better model at a mutually agreed upon price. As KMBS introduces new Products these Products may be added to this Agreement, at a mutually agreed upon price.

5.0 PRICING

Pricing, Products and Services shall be provided in Schedule A.

5.1 Product pricing shall be fixed for a twelve (12) month ordering period from the commencement of this Agreement at the purchase prices listed on Schedule A, thereafter pricing will be increased annually by an amount not to exceed five percent (5%) over the previous year pricing. In the event KMBS needs to revise, modify or change Schedule A, KMBS may provide such revisions, modifications or changes to Customer in the form of an email. Customer's affirmative response to such email shall constitute acceptance of the attached pricing and shall be binding on both parties.

5.2 Maintenance Service pricing shall be fixed for an ordering period of twelve (12) months from the commencement of this Agreement at the prices listed on Schedule A. After the initial ordering period, Service pricing will be renewed for subsequent twelve (12) month ordering periods at an increase not to exceed ten percent (10%) per year. Once Hardware is installed Service pricing shall be fixed for a period of twelve (12) months (defined as the "Initial Install Term") and at the prices specified on the Schedule A in effect at the time of installation. Thereafter, coverage for individual units will automatically renew for successive one (1) year terms at an annual rate not to exceed ten percent (10%).

6.0 PAYMENT TERMS

Payment is due within thirty (30) days from the date of the invoice. Customer shall be responsible for paying all applicable sales, use, personal property or other taxes when due. The use of an eProcurement solution, credit card, procurement card or similar payment device may incur additional fees.

6.1 For an outright Hardware purchase, risk of loss shall transfer upon delivery of the Hardware to Customer's designated location(s) and title shall transfer upon payment in full for such Hardware. Customer agrees to the filing of any liens and/or UCC security agreements (including UCC-1.)

6.2 Cyclical invoices shall be prepared in a format mutually agreed upon during implementation, fully described in Schedule C. KMBS and Customer shall use Schedule C to

determine invoicing details prior to implementation. Unless Customer provides KMBS with a sales tax exemption certificate or direct payment permit, sales tax shall be identified on the total taxable invoiced amount.

- 6.3 Any of the following shall constitute an event of default under this Agreement:
- a. Any breach or failure of Customer to make any payment required hereunder or under any Schedule when due, or the failure of Customer to otherwise observe or perform any of its obligations, covenants or undertakings under this Agreement or any Schedule;
 - b. Any misrepresentation or breach of warranty or covenant by Customer;
 - c. If Customer, or any guarantor of Customer's obligations hereunder or under any Schedule, becomes insolvent or makes an assignment for the benefit of creditors or a receiver, conservator or liquidator of Customer, or all or a substantial part of its assets is appointed or a petition is filed by or against Customer under the Bankruptcy Codes or under any other insolvency law;
 - d. No express or implied waiver by KMBS of any event of default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent event of default. The failure or delay or waiver of any such right in the future and any single or partial exercise of any particular right by KMBS shall not exhaust such rights or constitute a waiver of any other right provided herein.
- 6.4 In the event of default by Customer, KMBS may, in its sole and absolute discretion:
- a. Declare the entire balance of the unpaid payments for the full term immediately due and payable, sue for and receive all payments and any other payments then accrued or accelerated under this Agreement or any other Agreement, plus the estimated fair market value of the Hardware at the end of the originally scheduled term;
 - b. Charge Customer interest on all payments due at the rate of up to eighteen percent(18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law;
 - c. Refuse to continue to Service Hardware and require the Customer to return the Hardware to a location specified by KMBS and, in the event Customer shall fail to return the Hardware, enter upon the premises peaceably with or without legal process where the Hardware is located and repossess the Hardware, or furnish Services on a time and materials basis, without prejudice to any other remedies that KMBS may have. Such return or repossession of the Hardware shall not constitute a termination of this Agreement unless KMBS expressly notifies Customer in writing. In the event the Hardware is returned or repossessed and unless KMBS has terminated this Agreement, KMBS will attempt to sell or re-rent the Hardware to such persons and upon such terms as KMBS may determine, at one or more public or private sale, with or without notice to Customer, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent to Customer obligations with Customer remaining liable for any deficiency and with any excess being retained by Customer.

7.0 TERMINATION

KMBS allows Customer the right to terminate this Agreement for convenience with sixty (60) days prior written notice as of the effective date thereof and paying a lump sum termination fee equal to three (3) months of Service fees based on actual twelve (12) month billing. Termination for convenience will apply to pending or open orders that have yet to be shipped to Customer locations.

7.1 If either Party breaches any of its obligations under this Agreement by an act of commission or omission, the non-breaching party hereto may notify the breaching party of the specific breach and demand that the breach be cured. That notice shall also specify with particularity any and all reasonable actions that must be taken by the breaching party to cure the breach. Unless the breaching party then cures the breach (i.e., by taking at least those reasonable actions specified in the notice) and notifies the non-breaching party of the cure within thirty (30) business days from receipt of the non-breaching party's notice, the non-breaching party shall then have the right to terminate this Agreement at any time after the thirty calendar day period by giving notice of termination to the breaching party. The termination shall be effective upon receipt of the termination notice by the breaching party, but the termination shall not operate to extinguish or prejudice the other rights and remedies of the non-breaching party with respect to the breach. However, if the breaching party has cured the breach and given notice of the cure to the non-breaching party before it receives the termination notice, the termination notice shall have no effect, and this Agreement shall remain in effect unless and until it is otherwise terminated. Termination of this Agreement due to an uncured breach by a party hereto shall cause all Schedule's under this Agreement to likewise terminate as of the termination date.

8.0 LICENSE GRANT

Subject to the terms of any license agreement provided to Customer in conjunction with the Product, KMBS hereby grants to Customer a non-exclusive, nontransferable, limited license to use the Product for its day-to-day operations at Customer's designated location(s). Neither Customer or anyone under Customer's control shall make or be permitted to make copies of or reproduce any Software provided by KMBS.

9.0 BUSINESS PURPOSE

Customer warrants and represents that the Products purchased under this Agreement will be used for business purposes only. Customer also warrants that Products will be used directly by the Customer and will not be made available for resale without the express written consent of KMBS.

10.0 SELLER'S AGENTS

Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the Products therefore, unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement, it does not form a basis of this bargain and shall not be enforceable against KMBS.

11.0 ASSIGNMENT

Customer may not assign this Agreement, without KMBS express written consent. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

12.0 NOTICE

All notices required to have been given under this Agreement shall be in writing sent by United States first-class mail or other reliable mail courier to the parties as follows:

If to Customer:

Name:
Address:
City, State:
Attn:
Tele:
eMail:
Fax:

If to Konica Minolta:

Konica Minolta Business Solutions U.S.A., Inc.
500 Day Hill Road
Windsor, CT 06095
Attn: Contract Administration
Tele: (860) 902-2222
eMail: MasterAgreements@kmbs.konicamonolta.us

13.0 RISK OF LOSS; INSURANCE

Upon delivery to Customer's designated location, Customer shall bear all risk of theft, loss or damage not caused by KMBS to all Products. Customer shall maintain in full force throughout the term of this Agreement such policies of insurance in order to satisfy Customer's obligations hereunder. Such policies shall also include KMBS as an additional insured and have an AM Best rating of at least A- VIII.

14.0 INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising out of Customer's use of the Hardware, including but not limited to liabilities arising from illegal use of KMBS Products as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

15.0 WARRANTIES

A. HARDWARE WARRANTY

KMBS WARRANTS THAT HARDWARE MANUFACTURED BY KONICA MINOLTA, INC. OR ONE OF ITS AFFILIATES SHALL PERFORM IN ACCORDANCE WITH THE PERFORMANCE SPECIFICATIONS.

B. SERVICE WARRANTY

KMBS WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY APPLICABLE INDUSTRY STANDARDS.

C. DISCLAIMER OF WARRANTY

KMBS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE PRODUCTS, SERVICE, SOFTWARE OR ITS INSTALLATION, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

16.0 REMEDY LIMITATIONS

KMBS'S SOLE LIABILITY (AND CUSTOMER'S EXCLUSIVE REMEDY) FOR ANY BREACH OF THE PRODUCT WARRANTY SHALL BE REPAIR OF THE HARDWARE OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. KMBS'S SOLE LIABILITY (AND CUSTOMER'S EXCLUSIVE REMEDY) FOR ANY BREACH OF THE SERVICE WARRANTY SHALL BE FOR KMBS TO RE-PERFORM ANY DEFICIENT SERVICES, OR, IF KMBS IS UNABLE TO REMEDY SUCH DEFICIENCY WITHIN 30 DAYS, TO VOID THE INVOICE FOR THE DEFICIENT SERVICES. KMBS SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (I) IF NOTIFIED OF SUCH CLAIM MORE THAN 30 DAYS AFTER DELIVERY OF THE HARDWARE OR SERVICES OR (II) IF THE CLAIM IS THE RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE, OR THE ACTIONS OF CUSTOMER OR A THIRD PARTY. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES, FOR ANY PROVEN BREACH OF THIS AGREEMENT. THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. THE AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT OR ANY SCHEDULE SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CUSTOMER TO KMBS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

17.0 COVENANT NOT TO HIRE OTHER PARTY'S PERSONNEL

Customer and KMBS covenant and agree that during the term of this Agreement, and for twelve (12) months thereafter, neither party shall retain the Services (whether as an employee, independent contractor or otherwise) of an employee of the other party (or ex-employee within six (6) months of such employee's termination of employment). If either party elects to retain the Services of an employee of the other party, it agrees to pay the other party a reasonable compensation of fifty thousand dollars (\$50,000); provided the employee was directly involved with the provision of the Services described in this Agreement. This Section shall not apply to individuals responding to a general advertisement of employment.

18.0 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Jersey without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney’s fees. Customer consents to jurisdiction in and agrees to litigate any dispute arising under this Agreement in the State or Federal courts in the State of New Jersey, County of Bergen, and waives the right to jury trial.

19.0 FORCE MAJEURE

Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, labor dispute, or any other occurrence beyond its reasonable control.

20.0 WAIVER AND SEVERABILITY

Failure by KMBS to enforce any provision of this Agreement or failure to exercise those rights or elections provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way impact KMBS’s right to later enforce or exercise the same or other provisions, rights or elections, it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not impact the validity and enforceability of the remaining provisions of this Agreement.

21.0 USE OF PURCHASE ORDERS

Customer agrees that any purchase order or other Customer documentation issued to KMBS covering the Products shall be issued for purpose of authorization and Customer’s internal use only. Any terms and conditions contained in any such Customer documentation shall not modify or add to the terms and conditions of this Agreement.

22.0 ORIGINAL DOCUMENT

Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this Agreement nor any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

23.0 AFFILIATES and SUBSIDIARIES

KMBS may, in its sole and absolute discretion, extend the terms of this Agreement to any or all of Customer’s affiliates and subsidiaries, subject to prior approval.

Customer is required to submit to KMBS the identity of all eligible affiliates and subsidiaries permitted to use this Agreement, as referenced in Schedule D (Affiliates and Subsidiaries). Any additions

and / or deletions must be submitted in writing to KMBS. Eligible entities are required to reference this Master Agreement on all order documents.

24. CONFIDENTIALITY

“Confidential Information” means any information provided by the disclosing party (the “Disclosing Party”) to the receiving party (“Receiving Party”) in tangible or intangible form; provided, that such information is conspicuously marked “Confidential”.

The Receiving Party may use or disclose the Disclosing Party’s Confidential Information only where such use or disclosure is necessary to perform its obligations under this Agreement. KMBS and Customer agree to use reasonable care (the same being not less than that employed to protect its own proprietary information of like importance which it does not desire to have published or disseminated) to safeguard Confidential Information and shall not at any time, or in any manner, either directly or indirectly, divulge, disclose or communicate Confidential Information to any third party.

Confidential Information shall not include any information, however designated, that: (a) is or becomes known publicly through no fault of the Receiving Party; (b) is learned by the Receiving Party from a third party whom the Receiving Party believes in good faith is entitled to disclose it; (c) is already known to the Receiving Party before receipt from the Disclosing Party as shown by the Receiving Party’s written records; or (d) is independently developed by the Receiving Party as shown by the Receiving Party’s written records.

Where the Receiving Party is required to disclose Confidential Information pursuant to a lawful order of a court of competent jurisdiction, administrative agency or other governmental authority, the Receiving Party shall promptly notify the Disclosing Party of the proceeding to allow the Disclosing Party an opportunity to obtain a protective order or equivalent.

All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party’s disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving Party of any license or other rights to or under the Disclosing Party’s patents, copyrights, trade secrets, trademarks, or other intellectual property rights.

25.0 PUBLICITY

KMBS shall make any press release or other announcement with respect to Customer name, trademarks, service marks, logos, or quotes (“Marketing Material”). KMBS shall consult with Customer before issuing any Marketing Material with respect to this Agreement. Customer shall provide KMBS with written consent, within five (5) days for the approval of any Marketing Material. If KMBS has not received the written consent within the five (5) days, the Marketing Material shall be deemed accepted by the Customer as submitted.

26.0 ENTIRE AGREEMENT

This is the entire Agreement between Customer and KMBS. This Agreement supersedes any proposal or prior agreement, oral or written, or any other communications relating to Products purchased under this Agreement. Should it be determined that a pre-existing agreement was entered into between KMBS and Customer and any affiliates or subsidiaries, then the terms of any orders placed under said agreement shall not be affected by this Agreement.

Customer may elect to lease Hardware and enter into a separate standalone Lease Agreement.

This Agreement may not be modified, discharged or released except by an instrument in writing signed by a duly authorized representative of each party. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

The Schedule(s) listed below are incorporated herein by this reference:

- Schedule A: Pricing Products and Services
- Schedule B: Standard Maintenance Schedule
- Schedule C: Cyclical Invoice Requirements
- Schedule D: Affiliates and Subsidiaries
- Schedule E: All Covered Care

In the event of any conflict between the terms of this Agreement and the attached Schedule(s), the terms of the Schedule(s) shall control. In the event of a conflict between the terms of this Agreement and any End User License Agreement with a party other than KMBS the terms of that End User License Agreement shall control but only with regard to that third party.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates set forth below.

<p>Konica Minolta Business Solutions U.S.A., Inc. (Home office acceptance)</p> <hr/> <p>Signature: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Agreement # (KMBS use only)</p>	<p>Customer Name</p> <hr/> <p>Signature: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Customer Address: Street _____ City / State _____ Zip Code _____ Phone number: _____ eMail address: _____</p>
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Schedule B: Standard Maintenance Schedule

Hardware Services

1. **Hardware Services:** Provided under this agreement include labor and parts required to maintain covered Hardware in a normal operating condition as set forth in the Hardware Product specifications detailed on kmbs.konicaminolta.us.
2. **Hardware Exchange:** Will be used for Products where on-site support is not available. KMBS will employ a 'hot swap' process and will provide packaging for return of the original unit. Customer is responsible to facilitate the reconnection and return process.
3. **Auto Add of Hardware:** Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to it will be used to detect new devices and may add such devices to this agreement at pre-established price levels. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.
4. **User Training:** KMBS trains Customer to operate all Products. Training consists of an overview of Hardware and Software. KMBS provides on-going training throughout the Agreement, at no additional charge. Production print Hardware, have advanced user functions that may require advance training. Advanced training on Production Print Product will be at an additional charge.
5. **Preventative Maintenance:** Shall be performed as needed to ensure optimal operation of Hardware. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the Hardware user guide is not covered. Repairs and/or Services that fall outside the scope of this agreement may be billed at prevailing hourly rates with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non-standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or Services may result in suspension or termination of this agreement.
6. **Site Environment:** Customer shall be responsible to insure that Hardware and Software are placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform Services when required.
7. **Prerequisite to Service:** For Hardware not previously under a continuous maintenance agreement, Hardware must be in good working condition before the start of this agreement. Remedial Service may be required to bring the Hardware to proper operating standards and the labor and parts associated will be billed at prevailing rates. A quote will be provided for customer approval before work begins.
8. **Initial Installation:** Physical installation, removal of packing material and initial setup of Hardware will be performed by KMBS using default configuration settings at the location specified by customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to charge additional fees for custom settings.
9. **Relocation and Move Preparation:** When requested, relocation Services will be performed and billed at prevailing rates. Coverage at the new location is subject to Service availability and acceptance by KMBS.
10. **Service Replacement:** KMBS may replace Hardware, at no additional cost to customer, with a comparable unit when repair of the original Hardware is not practical or economically feasible.

11. **Color Calibration and Management:** Routine and periodic color calibration and management of color print profiles is not covered by this agreement.
12. **Additional Customer Requested Services:** Customer may request additional Services be performed such Services will be quoted and performed at mutually agreed upon rates.

Supplies and Consumables

13. **Consumable Supplies:** KMBS will provide toner and staples for covered Hardware on an as needed basis. Wide format Hardware may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Hardware. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.
14. **Supply Source:** KMBS supplies will be used under this agreement for KMBS Hardware. For non-KMBS Products KMBS will provide fully compatible toner and print cartridges for use in covered Hardware.
15. **Supply shipping and handling:** KMBS may charge a supply shipping and handling fee on each periodic invoice regardless of whether supplies are shipped in any particular period. The current calculations for such fees can be found at <http://kmb.konicaminolta.us/faqs>. KMBS reserves the right to charge for expedited supply orders (i.e. overnight delivery) where requested by customer.
16. **Auto Supply Delivery:** If part of a managed Services Agreement, requires a designated customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed upon methodology.
17. **Expected Yield:** Pricing under this agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Hardware usage data to determine consumption levels. In the event the actual consumption levels materially exceed (20%) of the levels used to determine contract pricing, KMBS shall have the right to invoice for the excess consumption.

Software and Solutions

18. **Licenses:** KMBS hereby grants the customer the non-exclusive, non-transferable right to install, and use the Software, updates, upgrades and patches provided this Agreement is effective.
19. **License Reactivation:** Customer is responsible to safeguard Software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.
20. **Data Backups and restoration:** Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the customer is expected to restore the environment and data to prior state.
21. **Access:** Customer shall provide KMBS personnel with access to the servers and/or Hardware where the Software is installed. Customer shall arrange and insure that one of its employee's or designated agents is present at all times when KMBS is performing maintenance and support Services.
22. **Solutions warranty:** Any Software sold as part of this Agreement is sold "as is" and without any warranties as to performance or merchantability or any other warranties whether express or implied. To the extent permitted by law, KMBS disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Software and the accompanying written materials. In no event shall KMBS be liable for any damages whatsoever (including but not limited to damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss)

which results from an inability to use this Software, even if KMBS has been advised of the possibility of such damages.

23. **Solution Integration:** With print output devices covered under this or other agreement may be affected by existing customer Software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

Software Maintenance (Level 0) and Helpdesk (Level 1)

24. **Maintenance Support levels:** Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of Software at customers location. Level 1 support is only available when level 0 support is in effect.
25. **Start of Software Service:** Rules may vary by OEM, Software activation is expected within 30 days of purchase or install whichever comes first.
26. **Current version:** Customer is required to keep Software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of Services under this agreement
27. **Software Maintenance Level 0:** customer support offered if chosen;
 - a. **Patches and Updates:** Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed Software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation Services required to install patches, hot-fixes and updates.
 - b. **Access to patches and updates:** Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.
28. **Solutions Helpdesk Support Level 1:** KMBS's expert helpdesk support is available to the Customer to assist with covered Software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select third (3rd) party solutions. Included are helpdesk Services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the Software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

29. **Initial Assessment:** Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted Services.
30. **Basic Network Services (BNS):** Where offered, covers common network integration with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.
31. **Basic Production Services (BPS):** Complex Products are offered with comprehensive end-user training (BPS). The training is crucial to proper Hardware operation and to ensure the customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at prevailing rates. Additional end user training when requested can be provided and will be billed at prevailing rates.
32. **Technical Pilot:** When required Customer agrees to participate in a technical pilot where Software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).
33. **Solution Baseline:** is defined as the operating level and configurations agreed to by customer and KMBS upon completion of the technical pilot and testing.

34. **Enhancements:** For professional Services beyond the baseline capabilities of the solution are available at an additional charge.
35. **Digital Connected Support:** KMBS's expert helpdesk support is available at a fee to the Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the customer network environment are not included.
36. **Customer Data:** KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its employees, end-user errors or release of administrator password.
37. **Hard Drive Security:** If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security Services at a fee. These Services include real-time hard-drive encryption (level 2 encryption – equivalent to current Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to customer policy). At the Customers request, for an additional fee KMBS shall return the hard drive to the Customer for disposal. A replacement hard drive will be installed and re-initialized with the generic device control programs. Additional Services are subject to hourly fees plus the cost to replace the Hard Drive (availability of options depends on model and configuration).
38. **Professional Services Projects:** When requested by the Customer, KMBS can provide professional Services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at prevailing hourly or per-instance rates.

METER AND RELATED

39. **Meter Readings:** Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings. Repetitive failure for customer to provide timely and accurate meter readings may result in the conversion of associated Hardware to flat monthly fee billing.
40. **Aggregated Meter Billing:** Contracts escalation will occur at the annual anniversary of the initial establishment of the usage pool.
41. **Electronic Meter Collection:** KMBS offers vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance Service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable Hardware.
42. **Fleet Device Monitoring:** Shall the Customer agree, KMBS will install and maintain server based Software to monitor the printing devices on the Customer's network for an additional fee. If the monitoring Software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate Services under this agreement.
43. **Definition of a Print:** Each 8.5"x11" image generated by the covered Hardware is considered a 'print'. Larger paper sizes result in images that are a multiple of a single print based on length (17"=2 prints, 27" = 3 prints, 36" = 4 prints and over 36" =5 prints). For 'wide format' Hardware, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.



Schedule C – Cyclical Invoice Requirements

Customer Name: Click here to enter text.

Tax Exempt (Include Certificate)

Group Name: Click here to enter text.

P.O. (Include Copy) N/A

Master Agreement : Click here to enter text.

Payer:		Mail To:		My KMBS: (Optional)
(Legal Name)		(Legal Name)		<input type="checkbox"/> Check for Fleet Manager Role*
(Attn 1)		(Contact Name)		(Contact Name)
(Attn 2)		(Attn 2)		(Phone)
(Street Address)		(Street Address)		(Email)
(City)		(City)		
Choose State	(Zip)	Choose State	(Zip)	

*Fleet Managers have the ability to manage users, and run reports

Aggregate Information

Pool/Aggregate Allowances: No

If Aggregate, choose type: Choose an item.

Invoicing

Base/Allowance (In Advance): Choose Frequency

Overage (In Arrears): Choose Frequency

How to Bill the Group: Choose an item.

If Billing Machines together, Bill Day : Selected By KMBS

Invoice Formats: (Select all that apply):

Individual Invoices Summary: *Choose Sort* Excel Spreadsheet: *Choose Sort*

Number of Copies: Click here to enter text.

Email Address: Click here to enter text.

If Submitting Invoice via Electronic Portal

Portal Name: Click here to enter text.

Portal Contact: Click here to enter text.

Portal ID: Click here to enter text.

Portal Contact Phone or Email: Click here to enter text.

Customer Codes/Accounting Codes – Cost centers, activity groups

Code Name 1: Click here to enter text.	Format/looks like: Click here to enter text.
Code Name 2: Click here to enter text.	Format/looks like: Click here to enter text.
Code Name 3: Click here to enter text.	Format/looks like: Click here to enter text.
Code Name 4: Click here to enter text.	Format/looks like: Click here to enter text.

Comments: Click here to enter text.