

CUSTOMER CARE MAINTENANCE AGREEMENT

ACCOUNT ID#

SALES REP:

ACCOUNT ID#

START DATE:

CUSTOMER BILL TO INFORMATION			
COMPANY NAME County of Union			
ADDRESS 500 N. Main St. Suite 700			
CITY Monroe	STATE NC	ZIP CODE 28112	
BILLING CONTACT Anne Murphy			
PHONE			
EMAIL ADDRESS Anne.Murphy@unioncountync.gov			
POOL CONTRACT NUMBER		GROUP IDENTIFIER	
AUTHORIZING CONTRACT NUMBER (GSA/SOURCEWELL/STATE,ETC.)			
PURCHASE ORDER NUMBER			


CUSTOMER LOCATION	
COMPANY NAME County of Union	
ADDRESS	
CITY	STATE ZIP CODE
SERVICE CONTACT	PHONE
EMAIL ADDRESS	
METER CONTACT	PHONE
EMAIL ADDRESS	
MICAS CONTACT	PHONE
EMAIL ADDRESS	

DETAIL OF CHARGES					
TOTAL BASE		METER ALLOWANCE			EXCESS CHARGE
\$0.00	Monthly	B/W 1	0	Quarterly	0.00450
		COLOR 1	0	Quarterly	0.00400
		B/W 2	0	Quarterly	0.01510
TERM	POOL	COLOR 2	0	Quarterly	0.08850
36	SELECT	MICR	0	Quarterly	0.06000

AGREEMENT ENTITLEMENT					
Labor	Parts	Drums	B Toner	C Toner	Staples
YES	YES	YES	YES	YES	NO
Connect Shield					
YES					
ADD TO MASTER POOL					

EQUIPMENT COVERED					
Model	Serial #	ID #	BW Start Meter	Color Start Meter	Physical Location
		SEE SCHEDULE A			

CONNECT SHIELD DIGITAL CONNECTIVITY SUPPORT OPTION SCOPE OF STANDARD INSTALLATION	
Sharp Business Systems Responsibilities: <ul style="list-style-type: none"> ◦ Identification of needed configuration modifications ◦ Delivery and Installation of all system components/software ◦ Complete assembly & testing of purchased components ◦ Configure system for specific network architecture ◦ Connection of system to an active network port ◦ Generation of server and up to 5 workstation printer test pages ◦ Training of Client IT support on PC print driver setup ◦ Provide Unlimited Help Desk Support for covered devices 	Client Responsibilities: <ul style="list-style-type: none"> ◦ Provide complete and accurate site survey ◦ Must have IT Administrative support available during install ◦ Ensure compatible and updated OS on all workstations/servers ◦ All servers/storage fully backed up prior to install procedures ◦ Create all print queues as applicable ◦ Provide live network drops at each system location ◦ Provide static IP address for each system as required ◦ Provide appropriate network cables/cabling
Services Included During Installation and Life of Agreement <ul style="list-style-type: none"> ◦ All items listed above under heading of Sharp Business Systems Responsibilities ◦ Complete coverage of Print Controller and NIC Card including firmware updates ◦ Server/PC driver install, reinstallation and updates ◦ Vendor specific utilities installation, reinstallation and updates 	<ul style="list-style-type: none"> ◦ Adding users to fax and scan modules ◦ Level I support & diagnostics to be performed by Sharp Help Desk. The Help Desk will determine if on-site support is required and within the scope of this agreement.

AUTHORIZATION	
Comments:	
	I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minumum) single sided images unless otherwise noted.
	Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.
THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes. Sharp Business Systems is a division of Sharp Electronics Corporation.	
Sharp Authorization _____ DATE _____	
AUTHORIZED CUSTOMER PRINTED NAME	
AUTHORIZED CUSTOMER SIGNATURE _____ DATE _____	

CUSTOMER CARE MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This Agreement covers both the labor and the material for adjustments, repair and replacements of parts ("Maintenance") as required by normal use of the equipment identified on the front page of this Agreement ("Equipment"). Maintenance does not cover charges for installation, relocating or de-installation of the Equipment. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard facsimile (thermal) paper or substandard supplies, other causes beyond the control of SBS or such causes which would void the Equipments' warranty are not covered by this Agreement. Any such repairs identified in the preceding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, SBS may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than the SBS Authorized Personnel, or if parts, accessories or components not meeting machine specifications are added to the Equipment. Maintenance shall not cover charges for repairs needed as a result of Customer or third party modifications to software or hardware.

2. MAINTENANCE VISITS

Maintenance visits will be made during standard weekday business hours at the address shown on the first page of this Agreement. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to SBS's standard overtime rates in effect at the time of the Maintenance visit. SBS will not connect, disconnect, repair or otherwise service non-Sharp approved attachments, components or accessories. Customer is responsible for disconnecting and reconnecting non-Sharp approved attachments, components or accessories. Maintenance performed during a Maintenance visit includes lubrication and cleaning of the Equipment and the adjustment, repair or replacement of parts described below.

3. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the Equipment requiring replacement due to normal wear and tear, subject to the general scope of coverage, will be furnished free of charge during a service call.

4. MAJOR REPAIRS AND UPGRADES Major repairs resulting from misuse of the product, overall failure of the Equipment resulting from the normal end of life cycle of the Equipment and other repairs requiring more than customary repair and part replacements ("Overhaul") shall not be considered covered Maintenance. Should, in the opinion of SBS, an Overhaul be necessary for the Equipment to be in working condition, SBS will submit to the Customer an estimate of needed repairs and their additional cost. If the Customer does not authorize such Overhaul, SBS may, at its option, discontinue Maintenance of the Equipment under this Agreement. Thereafter, SBS may make service available on a "Per Call" basis based upon SBS's standard rates in effect at the time of service.

5. USE OF SBS SUPPLIES

Customer is not obligated to use SBS approved supplies under this Agreement. If, however, the Customer uses other than SBS approved supplies (other than paper) and such supplies result, in SBS's reasonable judgment, additional Maintenance, then SBS may, at its option, assess a surcharge or terminate this Agreement. If SBS terminates this Agreement, SBS may make service available on a "Per Call" basis based upon SBS's standard rates in effect at the time of service.

6. SUPPLIES

Supplies selected, if any, on the front of this Agreement ("Supplies"), shall be included under this Agreement. SBS will provide such selected Supplies to the Customer based upon normal yields. Supplies provided are for use with the Equipment covered by this Agreement only and are not for resale or for use with other equipment. If the Customer's usage of the Supplies exceeds the normal yields for the Equipment being serviced, SBS will invoice and the Customer agrees to pay, for the excess supplies at SBS's current retail prices then in effect. SBS reserves the right to charge for supplies and freight. Normal yield is defined as the published industry standard yield for the product model covered under this Agreement.

7. ELECTRICAL REQUIREMENTS In order to insure optimum performance of the Equipment, Customer must comply with all Sharp required electrical specifications, including but not limited to use of designated circuit and outlets and required voltage requirements. These power standards are required by UL and/or local safety regulations.

8. CHARGES The initial charge for Maintenance under this Agreement is non-refundable and shall be the amount set forth on the first page of this Agreement. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of term renewal. Customer shall be charged according to the payment cycle indicated on the front page of this Agreement. Customer shall pay all charges within ten (10) days of the date of the SBS invoice. Past due amounts shall accrue interest at a rate not to exceed 1.5% per month. If any Equipment which is subject to this Agreement, or any renewal hereof, is moved to a new SBS service territory, SBS shall have the option of charging the Customer an amount equal to the difference in the published maintenance charges between the current SBS service territory and that of the new SBS service territory (on a pro rata basis). If such equipment is moved beyond any SBS service territory, SBS reserves the right to cancel this Agreement, upon written notice to the Customer, or SBS may charge (and Customer hereby agrees to pay) a fair and reasonable upcharge for continued service. In so doing SBS may take into account the distance to Customer's new location and SBS published rates for SBS's "time and materials", "Per Call" service. SBS reserves the right to increase and/or otherwise modify its service rates and services on each anniversary date of this Agreement. A fuel surcharge may be imposed when fuel prices exceed 10% of the cost of fuel at the execution of this agreement.

9. METER READINGS Customer is obligated to provide meter reading(s) in a timely manner upon request. If the Customer fails or refuses to provide the meter reading in a timely manner, SBS may estimate the meter based upon historical meter readings. The estimated meter will then be applied in the same manner as if the meter had been supplied by the Customer and the Customer agrees to pay any overage charges that may result from the estimated meter reading. A monthly service fee may be assessed if Customer elects for non-participation in the SBS meter collection automation software.

10. TERM This Agreement shall become effective upon SBS's receipt from Customer of the initial non-refundable maintenance charge, as set forth on the first page of this Agreement, or for such Customers that are to be billed in arrears, upon the date indicated in the "Start Date" portion of the first page of this Agreement. The term of this Agreement shall be as specified on the face page of this Agreement. This Agreement shall automatically renew for additional one year periods unless either party provides the other sixty (60) days written notice of termination prior to the end of the initial term, or any renewal term hereunder. In the event that Customer reaches or exceeds the allowance, as specified on the first page of this Agreement, prior to the expiration of the initial term, or any renewal term under this Agreement, Customer hereby agrees to pay SBS the SBS excess meter rate then in effect and same shall apply to all of Customer's excess meter amounts, through the end of the term of this Agreement. For this Agreements (not CPC leases) either party shall have the right during any renewal term, or during any second or third term of a multi-term agreement (if applicable) to terminate this Agreement upon sixty (60) days prior written notice to the other.

11. EVENT OF DEFAULT AND

TERMINATION The Customer's failure to pay any amount due under this Agreement, or breach of any other obligation herein shall constitute an Event of Default. Upon an Event of Default, SBS may, in its discretion take any one or more of the following actions: (i) cease performing all Maintenance or any other services under this Agreement; (ii) furnish Maintenance or service upon a prepaid, "Per Call" basis; and/or (iii) terminate this Agreement. Customer shall be obligated to pay any amounts due and owing to SBS within (10) ten days of the expiration or termination of this Agreement. Customer, upon payment of all such amounts due, shall thereafter have no further liability or obligation to SBS

whatsoever for any further fees or expenses arising hereunder. In the event SBS terminates this Agreement because of the breach of Customer, SBS shall be entitled to payment for work in progress plus reimbursement for out-of-pocket expenses.

12. INDEMNITY Customer shall indemnify, save and hold SBS, its affiliates, officers, directors, shareholders, employees, agents and representatives and its and their successors and assigns ("SBS Parties") harmless from and against any liability, loss, cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury, whether to body, property or business or to any other person by reason of any act, neglect, omission or default by Customer or Customers' employees, agents, vendors, contractors or representatives. Customer shall defend, at its sole and absolute cost, any action to which this indemnity shall apply. In the event Customer fails to defend such action SBS may do so and recover from Customer in addition, all costs and expenses, including, attorneys' fees in connection therewith. SBS shall be entitled to recover from Customer all costs and expenses, including without limitation, attorneys' fees and disbursement, incurred by SBS in connection with actions taken by SBS or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on SBS's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any actions or proceedings arising out of or relating to any SBS transactions with Customer. The foregoing provisions of this paragraph 12 shall survive the termination or expiration of this Agreement to the extent permitted by Law.

13. ENTIRE AGREEMENT This constitutes the entire Agreement between the parties relating to the subject matter hereof. Any modification to this Agreement must be in writing and signed by both parties.

14. SUCCESSIONS AND ASSIGNS; TERMINATION Neither party may assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the other party, which will not be unreasonably withheld, except that either party may assign its obligations and rights to a wholly owned subsidiary, parent corporation, or entity under the same ownership, operation or control.

15. SEVERABILITY If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement shall remain in full force and effect.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding, that all the parties have not signed the same counterpart. A faxed or electronic signature of this Agreement bearing authorized signatures may be treated as an original.

17. WAIVER OF JURY TRIAL ALL PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY

18. JURISDICTION All parties hereby consent to the exclusive jurisdiction of the Federal Courts located in Essex County, New Jersey and the State Courts located in Bergen County, New Jersey in any proceeding arising out of or relating to this Agreement.

19. LIMITATION OF LIABILITY To the extent permitted by Law, in no event shall SBS be liable to Customer for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information arising out of the inability to use the Equipment. The Customer acknowledges that the Maintenance provided by SBS is for the

mechanical maintenance of the Equipment only, and that this Agreement does not cover any software, networking or any other connectivity or functionality maintenance, services or support.

20. FORCE MAJEURE SBS shall not be liable to Customer for any failure or delay caused by events beyond SBS's control, including, without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentality or agency.

21. NO WARRANTY SBS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATIBILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

22. INSURANCE If the Customer is leasing the equipment, the Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery.

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TERMS & CONDITIONS SPECIFIC TO CONNECT SHIELD COVERAGE

A. All applicable Terms and Conditions of the Customer Care Maintenance Agreement are in force on the Connect Shield Optional Support Agreement

B. Customer is advised to contact SBS prior to updating or changing any application software or operating system.

C. Additional loading of other drivers, utilities, security updates, anti-virus or other programs to existing workstations/servers that causes SBS supported products to malfunction is not covered under this agreement and will be billed at the current hourly rate. We do not guarantee that our products and software drivers will be compatible with updated application or operating system software.

D. Proprietary application support may be provided on a billable best effort basis. This effort is based upon SBS experience, customer experience and the ability to openly contact proprietary software vendor's support. SBS makes no representation of ability to support proprietary software. Any vendor support charges would be the responsibility of the customer. SBS support for this will be billed at the current hourly rate.

E. It is the responsibility of the client to perform all necessary backups on the PC or Network prior to any installation or update. SBS bears no responsibility for any damages, data or productivity loss from said PC or Network Devices.

F. Network systems are highly volatile and carry no warranty for any work performed.

G. **LIMITATION OF LIABILITY:** SBS assumes no liability as an insurer and shall not be held accountable to client for failure to perform its obligations due to circumstances beyond the control of SBS. Such circumstances shall include, but not be limited to, any acts or omissions of any government or government authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, or any events that are reasonably beyond the control of SBS.

H. **CONFIDENTIALITY:** All disks, tapes, processes, reports and information of any nature that are made available by the Client or that become available to SBS by virtue of this agreement shall be held in strict confidence by SBS. Any such confidential disclosure that is provided or such confidential information that becomes available to SBS will be held in the strictest confidence in compliance with this agreement.
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