

PREMIUM PLUS MAINTENANCE AGREEMENT

Ref # 154905

TOSHIBA

BUSINESS SOLUTIONS
Texas

10231 Korzabe | San Antonio, TX 78217 | Phone: 210.357.2600 | Fax: 210.357.2630

Sales Representative: ROBERT P SMITH

CONTRACT NUMBER	343556-001
EFFECTIVE DATE	5-3-2009

CUSTOMER INFORMATION

Customer Name	COUNTY OF HIDAGO	Bill to Number	57766200	Customer Name	COUNTY OF HIDALGO	Ship to Number	343556
Attention	SYVIA RIOS			Attention	SILVA RIOS		
Address	HUMAN RESOURCES DEPT.			Address	HUMAN RESOURCES DEPT.		
Address 2	100 E. CANO	City, State	EDINBURG, TEXAS	Address 2	100 E. CANO	City, State, Zip	EDINBURG, TEXAS 78539
Phone #	956-318-2660	Ext.		Phone #	956-318-2660	Ext.	
Email	Sylvia.rios@co.hidalgo.tx.us	Fax #	956-318-2669	Email	sylvia.rios@co.hidalgo.tx.us	Fax #	956-318-2669

EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

Main Unit OCS ID #	Main Unit Model #	Main Unit Serial #	Meter Read (beginning)	Service Included	Term of Lease (# of Months)
1 36611	ESTUDIO 520	CZL514890		<input type="checkbox"/> Yes <input type="checkbox"/> No	
2				<input type="checkbox"/> Yes <input type="checkbox"/> No	
3				<input type="checkbox"/> Yes <input type="checkbox"/> No	
4				<input type="checkbox"/> Yes <input type="checkbox"/> No	

SUPPLY INCLUSIVE ITEMS

Cartridge	Drum	Staples	Toner	Other (Please Specify)
1 N/A	YES	NO	YES	PARTS AND LABOR
2				
3				
4				

TRANSACTION TERMS

This contract will bill a minimum charge of \$ 858.00 every - SELECT ONE

The contract includes BLACK copies every: Month Quarter Year

An average charge of \$ 0.0066 will be charged for EACH excess BLACK copy

The contract includes COLOR copies every: Month Quarter Year

An average charge of _____ will be charged for EACH excess COLOR copy.

Comments: _____

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, OCS agrees to perform maintenance service in accordance with the following terms and conditions.

- 1) OCS will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, exclusive of holidays. Standard overtime rates of \$185 per hour with a 2-hour minimum apply for all other times.
- 2) The term of this agreement will be for 1 (one) year or the designated number of copies. If this is a Designated Number of Copies billing option this contract may expire before the end of one year. This agreement will automatically renew at the end of the term and thereafter at the then prevailing rates, or as otherwise stated or agreed, unless cancelled by either party by providing written notice at least 30 days prior to the expiration date.
- 3) This agreement does NOT cover
 - a. Service necessitated by the malfunction of Non-Original Manufacture's Equipment parts, supplies, attachments or supplies not authorized by OCS
 - b. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents
 - c. Exterior hardware including doors, covers, hinges, operational panel, stands, wheels castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged
 - d. Exterior or add-on copy counting or monitoring devices
 - e. Major in-shop rebuilding for machines that have exceeded their manufacturer recommend life.
 - f. Circuit board failures unless an UL 1449 or OCS approved surge protection device is installed in line with the listed equipment
 - g. Replacement or repair of any network devices not directly involved with the walk-up copying process (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboard, networking harnessing or cards.) A separate service agreement may be purchased for the items listed in 3) g
- 4) Customer agrees to:
 - a. Provide suitable electrical service and maintain proper environmental conditions
 - b. Pay for the special servicing that may be required to prepare the equipment for the movement or to re-install and adjust after a movement.
 - c. Provide OCS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes
 - d. Pay additional \$ 0.0025 cents per scan, when scans exceed agreement minimum or actual print usage
 - e. Pay for freight and special shipping charges when requesting parts and/or supplies.
 - f. Pay for any charges outside the scope of this Premium Plus Agreement
- 5) The consumption of supplies provided in inclusive contracts, including toner or developer, exceeding 10% of the normal volume yield rate shall be chargeable at normal supply rates less a 15% discount
- 6) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or OCS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 7) OCS is not responsible for delays or service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Customer agrees to pay for any freight or special shipping charges when Customer requests emergency requisition of parts or supplies
- 8) This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. OCS may apply any unused portion of the annual maintenance charges toward future purchases with OCS
- 9) OCS may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement or acquires a past-due balance for services rendered, products sold or unpaid meter billings of more than 30 days from date of invoice. Past due balances will be assessed a 10% late fee
- 10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force or acts of nature, and any loss or damage occurring from uncontrollable circumstances. Services performed under these conditions will be chargeable outside of this agreement
- 11) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth in writing herein have been made or have been relied in the making of this agreement.

ACCEPTANCE (Must be signed by Director of Service Operations or an authorized Service Contract representative to be a valid contract.)

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and OCS it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions Texas

<p>Name _____ Title _____</p> <p>(Please Print Name)</p> <p>Signature _____ Date _____</p> <p>(Authorized Representative)</p>	<p>Company Name: COUNTY OF HIDAGO</p> <p>Name _____ Title _____</p> <p>(Please Print Name)</p> <p>Signature _____ Date _____</p> <p>(Authorized Representative)</p>
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