

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

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

- 1) Toshiba 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 Toshiba.
 - 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 UL1449 or Toshiba approved surge protection device is installed inline 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.

- 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 reinstall and adjust after a movement.
- c. Provide Toshiba with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
- d. Pay additional n/a 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 Toshiba technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 7) Toshiba 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. Toshiba may apply any unused portion of the annual maintenance charges toward future purchases with Toshiba.
- 9) Toshiba 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 Toshiba, it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions Texas

Company Name: HIDALGO, COUNTY OF

Name: _____ Title: _____
(Please Print Name)

Signature*: _____ Date: _____
(Authorized Representative)

***This contract is not valid without an authorized signature.**