

Appendix D to DIR Contract No. DIR-SDD-1664
National/Government Account Program
225 Sand Road
P.O. Box 40008
Fairfield, NJ 07004-0008
Phone: (973) 808-8444
Fax: (973) 882-4411

BILL TO LOCATION:

Customer's Name: Hidalgo County
Judge's Office
Address: 100 E. Cano Street
City: Edinburg State: TX Zip: 78539
e-mail address: sandra.deleon@co.
hidalgo.tx.us

SERVICE LOCATION:

Customer's Name: Hidalgo County
Judge's Office
Address: 100 E. Cano Street
City: Edinburg State: TX Zip: 78539
Phone: 956-318-2600 Key Operator: Sandra deLeon

COPIER ALL INCLUSIVE MAINTENANCE:
(INCLUDES SUPPLIES)

Color and Black & White Copiers only. Includes Labor, Parts & Drums, Black Developer, Black Toner Toner & Disposal Tanks. (Does not include Paper or Staples)

Fax: _____

e-mail address: sandra.deleon@co.
hidalgo.tx.us

SERVICING DEALER / KMA BRANCH:

Nevill Document Solutions

COPIER FULL SERVICE MAINTENANCE:
(NO SUPPLIES INCLUDED)

Color and Black & White Copier. Includes Labor, Parts & Drums only. (Does not include Paper or Staples)

BILLING TYPE:

Annual Billing

PRINTER MAINTENANCE PLAN:

Includes all Parts & Labor. Maintenance Kits

Quarterly Billing / Overage Plan

& Paper are not included.

Monthly Billing / Overage Plan

FAX MAINTENANCE PLAN:

Includes all Parts & Labor. Supplies (toner) and Paper not included.

INSTALL DATE: ___/___/___

CONTRACT START DATE: ___/___/___

OTHER PLAN (w/explanation)

CONTRACT END DATE: ___/___/___

After the end date, contracts will be renewed on same billing program.

(For future acquisitions of contracted products covered under a KMA National Account Pricing Agreement please attach list of models and service rates.)

THIS AGREEMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE

X

CUSTOMER'S SIGNATURE DATE

X

PRINTED NAME & TITLE OF PERSON SIGNING

KYOCERA MITA AMERICA, INC. DATE

PRINTED NAME & TITLE OF PERSON SIGNING

NOT VALID UNTIL PAID IN FULL AND SIGNED BY AUTHORIZED KYOCERA MITA REPRESENTATIVE

Maintenance Agreement
Terms and Conditions

1. Kyocera Mita America, Inc. or an Authorized Kyocera Mita Dealer (both referred to herein as "KMA") will provide full maintenance service for the copiers, printers, multi-functional machines, facsimile machines and related accessories (referred to as "Products") described on the front of this Agreement. KMA will provide preventative maintenance calls in conjunction with regular or emergency service calls for the Products.
2. On a monthly Billing Plan the Customer is billed each month with a Minimum Charge and an Excess Copy Charge based upon the number of copies made on the Products. Unless specifically stated on the front of this Agreement, paper, staples, imaging units, photo units and other consumable and specialty items, such as color toner and color developer, toner and toner disposal tanks are not included in the service provided under this Agreement. Pricing shall be in accordance with Section 4C of DIR Contract No. DIR-SDD-1664.
3. Some Copiers may be connected to an automatic meter reading device which will report the number of copies made each year on an Annual Billing Plan or each month on a Monthly Billing Plan and upon which invoices will be based. If an automatic meter reading device is not installed or fails to report properly, Customer shall provide KMA by telephone with the actual meter reading on the last business day of each one year period on an Annual Billing Plan or each calendar month on a Monthly Billing Plan. KMA may estimate the number of copies used if such reading is not received by KMA. The estimated Copy Charge shall be adjusted upon receipt of actual meter reading.
4. If toner and toner disposal tanks are elected to be included in the service provided under the Agreement, KMA will provide KMA brand toner and toner disposal tanks to the customer, based upon normal yield. If Customer's usage of supplies exceed the normal yields for the copier being serviced by more than 15%, KMA will invoice and Customer agree to pay, for the excess supplies at KMA's current retail prices then in effect. Any toner in storage at the Customer location is the property of KMA and KMA's representative may take an inventory periodically during normal business hours, at KMA's discretion.

5. Service calls under this Agreement will be made by KMA during KMA's normal business hours. Customer must provide adequate space for operation and maintenance of the Products and reasonable storage space for supplies to be used with the Products. Customer agrees to provide for the Products adequate electricity (including if necessary a dedicated 220v/20 amp wall outlet of 110v/15 amp or 20 amp wall outlet based on electrical wiring specification of Products), non-dedicated analog telephone line for an automatic meter reading device (with proper connection such as RJ-11 telephone connector) within seven feet of copier. The telephone line must not have any special features, such as "call waiting" and must be capable of making an outside long distance call.
6. During the term of this Agreement, KMA will provide without charge, replacement parts for parts which have been worn or broken through normal use. All other parts furnished will be billed to Customer at KMA's published parts prices in effect at the time such parts are sold.
7. If any Product is moved to location which is significantly further from KMA servicing location than the original location, KMA may elect to discontinue the service and refund the Maintenance Agreement price on a pro-rata basis less a 20% administrator fee, or KMA may charge an additional fee for the continuation of this Maintenance Agreement.
8. This Agreement will not apply to service made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, power surges, low or high voltage in the electrical line, fire, water or other casualty, or to repair made necessary as a result of either service by personnel other than KMA personnel or the use of supplies or parts not meeting KMA's published specifications. KMA will charge customer for repairs and parts, due to the foregoing, at the prices in effect when such service work is performed.
9. When service work beyond the scope of this Agreement is required, KMA will submit a cost estimate for such service work. If such service work is authorized by the Customer, a separate invoice will be rendered.
10. This Agreement covers only the Products listed on the front of this Agreement and does not include any Products, equipment or accessories not listed.
11. Assignment shall be in accordance with Section 4D of Appendix A, DIR Contract No. DIR-SDD-1664.
12. As per Section 151.309, Texas Tax Code, Government Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).
14. DIR Contract No. DIR-SDD-1664 and this Agreement constitute the entire agreement between the Customer and KMA with respect to KMA's service. DIR Contract No. DIR-SDD-1664 and this Agreement shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect to KMA's service, or any oral representative made by any KMA representative.
15. This Agreement may be extended for additional periods if agreed to in writing by the parties, but may be terminated at any time after the initial Coverage Period by either party on thirty (30) days prior written notice to the other party. The Maintenance Agreement price for the new period may be increased to reflect the age of the equipment or increased costs to KMA. Pricing shall be in accordance with Section 4C of DIR Contract No. DIR-SDD-1664. Customer's obligation to pay all charges which have accrued shall

survive any termination of this Agreement. KMA reserves the right not to renew this Agreement for specific Products if in KMA's sole discretion it believes a Product service overhaul is required.