



## SERVICE AGREEMENT TERMS & CONDITIONS

1. This agreement is between Spectrum Imaging Systems or any operating unit or subsidiary thereof (hereafter called "Company") and the customer referenced on reverse side of this agreement (hereafter called "Customer"). Company agrees to furnish such products and services provided under the specified coverage on the reverse side of this agreement at prices specified likewise.
2. This service/maintenance agreement includes all labor necessary to make the replacement of parts, technical adjustments, cleaning and lubrication. Any new attachment of the Company's manufacture added to the machine may be subject to an additional charge for maintenance service under the provisions of this agreement. Although parts will generally be available, this agreement does not guarantee the availability of all repair parts, particularly if the contracted unit has been out of production for seven (7) or more years. If it is determined that parts are not available from any reasonable source, Customer or Company may terminate this agreement with Customer receiving prorated monthly credit for any prepayment of services.
3. All service under this agreement shall be rendered on the user's premises during the Company's regular working hours unless otherwise specified. For emergency calls outside Company's regular business hours of Monday-Friday, 8:00 am to 5:00 pm, the charges will be made at the Company's prevailing service rates.
4. The prices for respective maintenance coverage include intervening emergency calls between regular periodic maintenance calls requested by the user, or required by machine design, and found to be necessary by the Company's technical representative to keep equipment in good mechanical operating condition (exceptions outlined below). Cleaning, which is necessary to keep equipment in good operating condition between regularly scheduled maintenance calls, is the responsibility of the operator(s) of the equipment.
5. The Company reserves the right to inspect all equipment to be covered by this agreement to determine that it is in good mechanical condition on date the agreement becomes effective. In the event machines require repair or overhaul prior to acceptance of service/maintenance; such repairs will be made at Company's prevailing service rates.
6. This agreement does not include replacement parts or labor for major disassembly, rebuilding, overhauling or shop repair. It does not include repairs necessitated by fire, water, or accident, nor the cost of replacement motors necessitated by changes in power line specifications. This agreement does not provide for the replacement of parts, nor the labor due to vandalism, misuse, negligence or abuse of the equipment, nor for problems necessitated by the use of non-Company or manufacturer approved parts or operating supplies as deemed by Company's technical representative. This agreement does not cover labor for normal operator functions as described in equipment's operator manual or problems relating to or caused by software which was not supplied by Company.
7. The Company reserves the right to discontinue service on any machine for the following reasons: (a) abuse, misuse and/or negligence of the equipment by the operator(s) thereof; (b) lack of proper care of the equipment by the operator(s) between regular scheduled maintenance inspections; (c) machine not being used in accordance with intended purposes; (d) rates of the order covering said equipment do not coincide with the hours outlined (see front if applicable); (e) equipment which requires rebuilding, overhauling or shop repairs but approval to proceed has been refused; (f) genuine (OEM) replacement parts and/or operating supplies have not been used in the maintenance or operation of the equipment, and, (g) Company deems equipment to be in a state of disrepair due to age and/or continued overuse of equipment.
8. The Company will honor orders for service for the term and/or subsequent terms stated herein. It is understood that once an order for service is placed, it will continue in effect during the remainder of the agreement term and is non-cancelable. Should Customer fail to remit payment according to the coverage and payment selection terms indicated, Company may, at its sole option, cancel the agreement and re-invoice Customer for any service calls, including parts, labor, mileage and travel time at prevailing retail rates for any and all calls placed from the beginning date of agreement to date of cancellation.
9. Service agreements are either "Prepaid" or "Installment Payment Option", depending on the billing and payment selection desired. Prepaid annual premiums are billed and due within regular account terms and all installment premiums are billed in advance of actual services rendered by the Company and are due within regular account terms.
10. Service/maintenance performed on Customer's premises will be free from mileage and travel time charges if said premises are located within a 20-mile radius from the closest Company service facility. Maintenance performed on equipment located beyond this radius is subject to a prevailing mileage charge, unless otherwise specified. Customer is subject to any additional tolls assessed to Company for on-site service.
11. The agreement price(s) exclude all State and local taxes levied on or measured by the agreement or sale price of the services or completed supplies furnished under this agreement. Taxes excluded from this agreement pursuant to the preceding sentence shall be separately stated on the Company's invoices and the Customer agrees to pay to the Company amounts covering such taxes or to provide evidence necessary to sustain exemption there from.
12. Rate variances may occur over succeeding terms of the agreement depending on, among other factors, the annual copy allowance designated for the equipment. Copy volumes are analyzed annually and adjustments may be made to reflect a change in machine usage, which will affect rates, copy allowance and excess copy charges for the next term period. In coverage that include operating supplies such as toner, rates may vary if toner coverage continually and significantly exceeds five percent (5%) fill per page on average.
13. Under our multi-unit agreements, particularly "per-copy" agreements, any new equipment installed at Customer's location will automatically be included under this coverage and will be billed accordingly, unless otherwise specified by Company or Customer in writing. For all agreements, Customer is required to supply to Company any such equipment meter readings upon request, be it monthly, quarterly or annually, within 2 business days of such request.
14. Any contracted equipment that is connected to Customer's computer network is not covered for problems relating to network operating systems, operating software or network hardware that was not installed by Company. Generally, if the contracted equipment can print from a non-networked environment (parallel), the problem is outside the scope of this agreement and any work performed will be a prevailing retail rates.
15. Customer is subject to a labor charge and charge for parts at current retail rates if confirmed evidence of tampering/modifying/adjusting of the equipment is found to have been performed by anyone other than Company's authorized representative.
16. Customer is subject to additional charges if Customer moves the equipment from the location stated on the reverse side of this agreement if moved outside of the zone indicated and/or for any damage done to equipment during the move and/or the need to reinstall the equipment is necessary. Company will be under no obligation to provide maintenance service for any equipment which is located outside its geographical area of responsibility.
17. This agreement is not assignable by Customer without written permission from Company, such permission not to be reasonably withheld, and any attempt by customer to assign any rights, duties, or obligations which arise under this agreement without such permission shall be void.
18. The company reserves the right to bill surcharges to customers for excessive costs incurred in providing service under this agreement which may include but are not limited to excessive fuel cost, excessive freight-in or freight-out costs, and excessive parts and/or supplies costs affected by unusual market conditions.
19. The Company will provide Level 1 Support for any bundled firmware and/or accessory and alliance software that was purchased from the Company and is under a separate extended warranty or support agreement with the Licensor of the software. Level 1 Support is defined as providing help-line telephone assistance in identifying service problems, facilitating contact between end-users and the software Licensor and installing bug fixes and compatibility upgrades.
20. This agreement lives in addition to the initial Scope of Work documented for all network-connected devices. Any changes to the initial configuration including certain hardware, software and/or operating systems by Customer may cause the need for Company to provide extra services which are billable at then current rates.
21. This agreement sets forth the parties' entire agreement as to Company's maintenance of the equipment. In no event will Company be liable for any loss of business, profit or other consequential damages arising out of any claimed breach of this agreement. All additional and/or different terms are expressly rejected by Company and are excluded from this agreement. No modification to this agreement shall be binding on Company unless agreed to in writing by a corporate office of Company.