SHARP

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

Master Agreement #: **188627**

Contractor: **SHARP ELECTRONICS CORPORATION**

Participating Entity: **STATE OF MISSOURI**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies governed by Chapter 34 RSMo, political subdivisions, and universities of the State of Missouri authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, universities, political subdivisions and other entities authorized to use statewide contracts in the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

   State agencies governed by Chapter 34 RSMo acquiring printers (Group D) and scanners (Group F) through this agreement may enter into fair market value (FMV) leases. However, state agencies must not enter into short-term leases, straight leases, cancelable rentals, non-cancelable rentals, or $1 buyout leases.

   Political subdivisions and universities of the State of Missouri may acquire printers (Group D) or scanners (Group F) through this agreement.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

Contractor

Name:	**Sharp Electronics Corporation – Lucy Jarvis**
Address:	**100 Paragon Drive, Montvale, NJ 07645**
Telephone:	**201-529-6315**
Email:	**jarvisl@sharpsec.com**

Participating Entity

Name:	Kelsey Huwe
Address:	301 W. High Street, Room 630 Jefferson City, MO 65101
Telephone:	(573) 522-1308
Fax:	(573) 526-9816
Email:	kelsey.huwe@oa.mo.gov

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

   Participating Entity must check one of the boxes below.

   [_] No changes to the terms and conditions of the Master Agreement are required.

   [X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Scope: State agencies governed by Chapter 34 RSMo must utilize the contract in the following manner:

   - Quotations: State agencies should obtain price quotations from all vendors in a Group before purchasing products through the contract.

   - Color and High Speed Units: Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed greater than sixty (60) pages per minute (PPM), a state agency must obtain written approval to purchase the device from OA General Services State Printing. State agencies must submit State Printing's written approval with the purchase order.

   - Trade-Ins: State agencies must obtain OA Surplus Property's approval before trading in a copier.

   - Hard Drive Erase: State agencies must purchase hard drive erase software for all devices containing a hard drive, if not otherwise included on such devices.

6. Missouri Statewide Contract Quarterly Administrative Fee: The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all

products/ products and services/services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

7. Missouri Statewide Contract Quarterly Administrative Fee Report: The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 4, The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

Fax: (573) 526-9815
Email: ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

8. Missouri Statewide Contract Quarterly Usage Report: The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage

Data Element	Description
	Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the “Missouri Statewide Contract Quarterly Usage Report” worksheet included herein in Attachment 5 which is downloadable from https://purch.oa.mo.gov/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

9. Lease and Rental Agreements: State agencies may enter into fair market value (FMV) leases. State agencies must not enter into short-term leases, straight leases, cancelable rentals, non-cancelable rentals, or $1 buyout leases.

Lease and Rental Terms: Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement and Sharp Electronic Corporation's applicable Supplemental Documents, which are attached to the Master Agreement, unless otherwise agreed to by a Participating State or Entity. To initiate a lease or rental, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease or rental (FMV Lease, Straight Lease, Capital Lease, Short-Term Rental or Cancellable Rental) on the PO or may simply sign other transactional documents deemed acceptable to the parties, providing Contractor does not provide the Purchasing Entity with any documents (besides EULA's) that have not been approved by the Lead State.

State Agencies: State agencies shall only utilize the approved State of Missouri Lease document, as set forth as Attachment 7, State of Missouri Agreement for Lease of Equipment. State agencies may initiate a lease subject to the state agency leasing document by issuing a Purchasing Order (PO).

Political Subdivisions: Political Subdivisions may utilize the state lease document (Attachment 7) or may enter into Equipment Leases subject to the Terms and Conditions of the Sharp Electronic Corporation Master Lease Agreement, not included, unless otherwise agreed to. To initiate a lease subject to the state leasing document, Political Subdivision Customers may issue a Purchase Order (PO). The State of Missouri's Attachment 7 shall be the default leasing agreement; however political subdivisions may choose to use the Sharp Electronic Corporation Master Lease Agreement by referencing Sharp Electronic Corporation's Attachment 1 in their PO. Notwithstanding anything to the contrary in this PA, in the event of conflict between an executed Lease Agreement and the Master Agreement, the terms of the Lease Agreement will supersede and control. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Missouri, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Agreement #188627 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Missouri Division of Purchasing.

Third Party: All lease and rental programs must remain with the Contractor, Authorized Dealers, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease or rental agreement;
ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

10. Authorized Dealers: All Contractors and resellers authorized in the State of Missouri, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

11. Orders: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #188627 & State of Missouri Contract CT241929007" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

12. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor's requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

13. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option. NSP items will not include:

    i) Interactive White boards;
    ii) Computers, monitors, or other related items;
    iii) Fax machines;
    iv) Overhead Projectors; and
    v) Cameras.

    NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

14. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

    a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
    b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
    c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

15. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

16. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

17. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Sample MPS Statement of Work" provided in Master Agreement Attachment 3, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: **State of Missouri**	Contractor: **Sharp Electronics Corporation**
Signature: Karen S. Boeger	Signature: Mike Marusic
Name: **Karen S. Boeger**	Name: **Mike Marusic**
Title: **Director, Division of Purchasing**	Title: **President & CEO**
Date: 7-29-2024	Date: **7/9/2024**

[Additional signatures may be added if required by the Participating Entity]

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

Exhibit A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and the contractor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Sharp Electronics maintains a presence in Missouri through our independent, authorized dealers with locations throughout the state. These dealers currently employ approximately 200 people for sales, service and administration required by this contract

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under the Missouri Contract.

The services provided through the contract include delivery, installation, networking support and training on the product, service and maintenance of the MFP devices offered.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

The economic impact to the State of Missouri includes the employment of the personnel by the Sharp independent, authorized dealers stated in section 1 above, the tax revenue and savings, by the State and individual agencies through the use of this contract.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: http://oeo.mo.gov you will use in the provision of products and services under the contract: **N/A**

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites http://dese.mo.gov/special-education/sheltered-workshops/directories, http://www.lhbindustries.com and http://www.alphapointe.org you will use in the provision of products and services under the contract: **N/A**

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites http://oa.mo.gov/sites/default/files/sdvelisting.pdf you will use in the provision of products and services under the contract: **N/A**

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

Exhibit B
Maintenance Service Level Agreement

The vendor shall provide a copy of their Maintenance Service Level Agreement to be included as Exhibit B of the PA.

START DATE:
/ /

CUSTOMER BILL TO INFORMATION		
CUSTOMER NAME		
ADDRESS		
CITY	STATE	ZIP CODE
BILLING CONTACT		
PHONE		
EMAIL ADDRESS		
NASPO CONTRACT NUMBER		
PURCHASE ORDER NUMBER		

CUSTOMER LOCATION		
CUSTOMER NAME		
ADDRESS		
CITY	STATE	ZIP CODE
SERVICE CONTACT	PHONE	
EMAIL ADDRESS		
METER CONTACT	PHONE	
EMAIL ADDRESS		
MICAS CONTACT (If Applicable)	PHONE	
EMAIL ADDRESS		

MAINTENANCE PLAN	
❑	**MFP/PRINTERS ALL INCLUSIVE MAINTENANCE: (WITH SUPPLIES)** Color and B & W Devices. Includes Labor, Parts and Supplies. (Does not include Paper or Staples)
❑	**MFP/PRINTER MAINTENANCE (NO SUPPLIES INCLUDED):** Color and B & W Devices. Includes Labor, Parts & Drums only
❑	**PRINTER MAINTENANCE PLAN (NO SUPPLIES INCLUDED):** Includes Labor and Parts only
❑	**OTHER:**

DETAIL OF CHARGES

MODEL NUMBER	SERIAL NUMBER	CATEGORY	BASE CHARGE	BILLING FREQUENCY (Monthly or Quarterly)	CATEGORY	INCLUDED IMAGES	EXCESS CHARGE	BILLING FREQUENCY (Monthly or Quarterly)	STARTING METER
		BW			BW				
		COLOR			COLOR				

COMMENTS / SPECIAL INSTRUCTIONS

AUTHORIZATION

I have read and understand our obligations under the terms and conditions and on the attached Customer Care Maintenance Agreement Terms and Conditions pages 2-3. All oral and other discussions are superseded by this Agreement. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images

Sharp Authorization	DATE
AUTHORIZED CUSTOMER PRINTED NAME	
AUTHORIZED CUSTOMER SIGNATURE	DATE

SHARP

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. MAINTENANCE AGREEMENT
During the term hereof Sharp will arrange for a designated Sharp Authorized Service Provider to repair or replace, in accordance with the terms and conditions of this Agreement, any part of the Equipment that causes the Equipment to not perform in accordance with published operating specifications under operating conditions of normal wear and tear.

Equipment eligible for coverage under this Agreement, and added under separate schedules from time to time, must be currently under warranty or to be renewed under a current Maintenance Agreement with the Authorized Service Provider. Equipment that is not under warranty or a renewal of an existing Maintenance Agreement will be subject to inspection and repair to manufacturer operating specifications prior to acceptance under this Agreement. Equipment over five (5) years old may be subject to decline for acceptance under this Agreement or for coverage at additional charge, per the terms and conditions in the NASPO ValuePoint Master Agreement ("Master Agreement"). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Authorized Service Provider. Maintenance services provided by the Authorized Service Provider under this Agreement do not include the following:

a) repairs resulting from accident or misuse by the Customer (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
b) repairs made necessary by service performed by person(s) other than the Dealer.
c) additional service calls or work that the Customer requests to be performed outside regular business hours.
d) removal, rebuilding or remanufacturing of the equipment.
e) provision or replacement of consumable supplies such as paper, toner, developer or staples (unless included on the front side of this Agreement).

2. 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"). Authorized Service Provider may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order and shall be based on the actual expenditures of Authorized Service Provider. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard paper or substandard supplies, other causes beyond the control of Authorized Service Provider or such causes which would void the Equipment's warranty are not covered by this Agreement. Any such repairs identified in the proceeding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, Authorized Service Provider may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than the Authorized Service Provider 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. Authorized Service Provider reserves the right to assess additional charges to resolve complex integration issues.

3. MAINTENANCE VISITS Maintenance services as described in Paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located, indicated on the Schedule attached, Monday through Friday except holidays during the hours 9:00 AM to 5:00 PM. Preventative maintenance for the Equipment will be provided as determined by the Authorized Service Provider.

Remedial maintenance will be provided after notification by the Customer that the Equipment is inoperative. The response time for urban service calls is an average of four (4) to six (6) hours. Calls for outlying areas (60 to 120 miles from Authorized Service Provider) will be responded to within one to two business days. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to Authorized Service Provider's standard overtime rates in effect at the time of the Maintenance visit. Authorized Service Provider 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. Authorized Service Provider reserves the right to exchange unit in certain situations rather than service on site.

4. 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.

5. MAJOR REPAIRS, REPLACEMENT, AND UPGRADES Repairs and/or services that fall outside the scope of this Agreement may be billed at the rates outlined in the Master Agreement, with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non- standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this Agreement.

Addition or Removal of Equipment: Customer is required to immediately notify Authorized Service Provider upon installation of any additional equipment at Customer's site capable of using Authorized Service Provider supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this contract, unless Authorized Service Provider determines the new equipment is out of contract scope. Customer is required to notify Authorized Service Provider of any equipment changes or disposition (i.e. physically moved or removed for retirement purposes, etc.). For both additions and deletions to the Equipment, Customer must submit a configuration report generated from the printer to Authorized Service Provider.

6. USE OF SUPPLIES Customer is obligated to use Authorized Sharp approved supplies under this Agreement. If, however, the Customer uses other than Sharp approved supplies (other than paper) and

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

such supplies result, in Authorized Service Provider's reasonable judgment, additional Maintenance, then Authorized Service Provider may, at its option, terminate this Agreement. If Authorized Service Provider terminates this Agreement, Authorized Service Provider may make service available on a "Per Call" basis based upon Authorized Service Provider's standard rates in effect at the time of service.

7. **SUPPLIES** Consumable Supplies: If a supplies inclusive option is selected, Authorized Service Provider will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples or paper. The consumable supplies provided are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap, while the supplies are in the customer's possession.

8. **PLACEMENT AND ELECTRICAL REQUIREMENTS** Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements including space, power, network, temperature and humidity. In order to ensure 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.

9. **INSTALLATION** Physical installation, removal of packing material and initial setup of Equipment will be performed by Authorized Service Provider using default configuration settings at the location specified by Customer. Application of custom settings can be requested prior to installation. Authorized Service Provider reserves the right to assess additional charges depending upon the extent of custom setup requirements.

10. **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, Authorized Service Provider 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. Once the actual meter read is then provided by Customer, Authorized Service Provider shall credit the customer for any estimated meter reads that exceeded the actual meter count.

11. **TERM** This Agreement shall become effective upon Authorized Service Provider's receipt from Customer of the initial 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. For leased Equipment, the term of the Maintenance Agreement therefor shall be equal to the term of the lease. For purchased Equipment, the term of the Maintenance Agreement shall be as specified on the related Order. Maintenance Agreements shall not be subject to automatic renewal; if you desire to renew a Maintenance Agreement, the pricing during the renewal term shall be as determined pursuant to the Master Agreement.

    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 Authorized Service Provider the excess meter rate, as outlined in the Master Agreement at the time this Maintenance Agreement was executed.

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

13. **ENTIRE AGREEMENT** The foregoing terms and conditions and those contained in the Master Agreement, as well as the Master Agreement price lists described herein constitute the entire agreement between Authorized Service Provider and Customer with respect to its subject, in addition to additional terms and conditions in Customer's purchase orders or other documents of Customer. All other prior agreements, proposals, and understandings with respect to the subject matter of this Agreement are merged herein, and there are no promises, terms, conditions or obligations with respect thereto other than those contained herein. This Agreement may be amended only by written instrument executed by both parties.

14. **ASSIGNMENT** This Agreement is not assignable. Any attempt to assign or transfer rights, duties or obligations hereof is void.

15. **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.

16. **GOVERNING LAW** This agreement shall be governed by, and construed according to, the domestic laws of the state in which the equipment is located.

17. **LIMITATION OF LIABILITY** To the extent permitted by Law, in no event shall Authorized Service Provider 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 Authorized Service Provider 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.

18. FORCE MAJEURE Authorized Service Provider shall not be liable to Customer for any failure or delay caused by events beyond Authorized Service Provider'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.

19. 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. Customer's insurance shall provide coverage on a primary and noncontributory basis.

20. MISCELLANEOUS Customer is advised to contact Authorized Service Provider prior to updating or changing any application software or operating system. Additional loading of other drivers, utilities, security updates, anti-virus, or other programs to existing workstations/servers that causes Authorized Service Provider supported products to malfunction is not covered under this Agreement and will be billed at the current hourly rate. It is the responsibility of the client to perform all necessary backups on the PC or Network prior to any installation or update. Authorized Service Provider bears no responsibility for any damages, data or productivity loss from said PC or Network Devices. Derivative Works: Customer shall not (i) modify, copy or create derivative works based on any Authorized Service Provider Software: (ii) frame or mirror any content forming part of the Software or Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Authorized Service Provider Software. Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. Authorized Service Provider reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by Authorized Service Provider.

21. LEGACY EQUIPMENT For Legacy Equipment which is not previously under a continuous maintenance agreement, Authorized Service Provider may need to confirm the Equipment is in good working condition before establishing a Maintenance Agreement. Equipment inspection may be required to bring the Equipment to proper operating standards. The labor and parts associated will be billed based upon a quote which will be provided to the Customer for approval before work begins. Maintenance rates for equipment installed less than 5 years will not exceed the Master Agreement pricing. For devices installed more than 5 years, pricing will not exceed 120% of the Master Agreement pricing