

## MANAGED PRINT SERVICES AGREEMENT

### BILLING INFORMATION:

COMPANY:		
ADDRESS:		
CITY:	ST:	ZIP:
PHONE:	FAX:	
CONTACT:		

### EQUIPMENT LOCATION:

SAME AS BILLING:

COMPANY:		
ADDRESS:		
CITY:	ST:	ZIP:
PHONE:	FAX:	
CONTACT:		

METER CONTACT:	EMAIL:	PHONE:	FAX:
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PROGRAM:

BASE CHARGE: \$

BILLING CYCLE:

Mono Impressions Included

A3 Mono Overages

Color Impressions Included

A3 Color Overages

A4 Mono Overages




A4 Color Overages

PAPER INCLUDED:  SEE SECTION 11 FEES APPLY -

NETWORKING:  FEES APPLY - SEE SECTION 2

### SPECIAL INSTRUCTIONS:

### EQUIPMENT COVERED UNDER THIS AGREEMENT:

ADDENDUM: \_\_\_\_\_

MAKE	MODEL	QTY	SPECIAL INSTRUCTIONS

THIS MAINTENANCE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE (1) YEAR UNLESS CANCELLATION IS RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CONTRACT. REPAIRS DUE TO ABUSE, NEGLIGENCE, OR ACTS OF GOD ARE NOT COVERED.

TOTALPRINT USA AUTHORIZED SIGNATURE

CUSTOMER'S AUTHORIZED SIGNATURE

DATE:

DATE:

**TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACT.**

## SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond TOTAL PRINT control (including acts of God or natural disasters) is not covered. In addition TOTAL PRINT may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by TOTAL PRINT, or if parts, accessories, or components not authorized by TOTAL PRINT are fitted to the equipment.

### 1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during TOTAL PRINT normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of TOTAL PRINT holidays and subject to change by TOTAL PRINT.

### 2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$100 per hour.

### 3. TERM

This Agreement shall become effective upon receipt and acceptance by TOTAL PRINT and shall continue for 60 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

**TERMINATION** The Initial Term of this Agreement shall be as set forth above. In the event that TOTAL PRINT terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

### CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide TOTAL PRINT with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the Initial Term and all subsequent Renewal Terms. If a TOTAL PRINT Green Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If TOTAL PRINT Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliance, then Customer is responsible for the manual reporting of meters on a timely basis. If Customer does not report meters as required, TOTAL PRINT will dispatch a representative to secure them at a rate of \$120 per hour.

### 4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11".

### 5. CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. TOTAL PRINT also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for TOTAL PRINT to continue to service the Equipment. Customer must advise TOTAL PRINT of any equipment movements not performed by TOTAL PRINT via the portal at [www.deximaging.com](http://www.deximaging.com). This can be completed by selecting machine movement found within the service dropdown located on the site.

### 6. ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of TOTAL PRINT.

### EQUIPMENT REPLACEMENT

TOTAL PRINT, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by TOTAL PRINT will be governed by the contract type as delineated below.

## CONTRACT TYPES

**PREMIER** – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

**PLATINUM** – Service and Supplies for existing Customer devices as well as newly refurbished TOTAL PRINT provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base.

**PLATINUM+** – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new TOTAL PRINT provided devices.

\* **PLATINUM/PLATINUM+** Contracts Only: All equipment delivered by TOTAL PRINT remains the property of TOTAL PRINT. Any printer removed from service by TOTAL PRINT, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by TOTAL PRINT must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to TOTAL PRINT in good condition and repair to a location designated by TOTAL PRINT within sixty (60) days. Any printers owned by TOTAL PRINT which are not returned will be billed to the customer at replacement value.

### 7. POWER REQUIREMENTS

Equipment under this Agreement must have a TOTAL PRINT approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by TOTAL PRINT or an authorized agent of TOTAL PRINT may not be covered under this Agreement.

### 8. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

### 9. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) TOTAL PRINT may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay TOTAL PRINT cost and expense of collecting including the maximum attorney's fees permitted by law. If the equipment is moved to a new service zone, TOTAL PRINT shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond TOTAL PRINT service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and TOTAL PRINT published rates for service on a "per call" basis. If Customer uses supplies other than TOTAL PRINT'S supplies, and such supplies are determined to be defective or not acceptable by TOTAL PRINT and/or cause abnormally frequent service calls or service problems, then TOTAL PRINT may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only TOTAL PRINT supplied materials.

### 10. NO WARRANTY

Other than the obligations set forth herein, TOTAL PRINT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. TOTAL PRINT SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

### 11. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by TOTAL PRINT Patrol Monitoring Appliance. Manual orders can be placed for any units that do not report to the Appliance. .0005 has been added to the per impression rates shown on the front of this agreement in lieu of freight. If a Paper Inclusive Agreement, paper consumption will be reconciled quarterly. Paper shipments in excess of actual impressions will be billed at a rate of .0085 per page. The page is defined as an 8 1/2 x 11 sheet. In a cost per impression contract, all unused consumable items remain the property of TOTAL PRINT. At contract termination, all unused consumable items, toner cartridges, developer, drums, paper, etc. must be promptly returned to TOTAL PRINT.

### MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of TOTAL PRINT.