

Appendix F to DIR-TSO-3082 Konica Minolta Service Level Agreement

SLA Purpose

The purpose of this Appendix F to DIR-TSO-3082 Service Level Agreement is to define service levels for the performance of equipment; as well as to provide the Customer with a defined replacement process for equipment performing below expectations.

Customer Service Level Agreement

KMBS agrees to maintain the following service levels defined below as targets. Remedies are set forth in this Service Level Agreement.

| Performance Criteria | Target Level |
|--|------------------------------|
| Average Fleet Uptime* | 98.00% or Better per Quarter |
| Average On-Site Response Time (4.0 Hours Urban Areas Only) | 4.0 Hours |
| First Time Fix of all Service Calls | 90.00% or Better |

Table 1

*Average Fleet Uptime is defined as: based on full hardware availability producing quality output. Uptime Average is calculated as “availability hours” minus “downtime” divided by “availability hours” with the hours rounded to the nearest whole number.

A First Time Fix on a Service call is defined as reported problem repaired during the first call for service on a single issue.

These Service Level Performance Actuals will be measured on a quarterly basis between KMBS and the Customer. KMBS will provide the measurements to the Customer in a mutually agreeable format.

Equipment Performance

For Service Level Targets that are not met, KMBS will provide the following Remedies:

KMBS guarantees each machine specified within our maintenance agreement will perform to the quarterly performance criteria as stated above by machine and will be measured on a quarterly basis by segment listed below.

| Product | Performance Criteria |
|------------------------------|------------------------------|
| Konica Minolta Multifunction | Average Fleet Uptime |
| Konica Minolta Multifunction | Average Fleet on site R/T |
| Konica Minolta Multifunction | First time fix fleet average |

Should any Konica Minolta branded unit fail to maintain the quarterly performance criteria as stated above, excluding service calls caused by operator error, acts of God, natural disasters, electrical failure or other factors that are beyond the control of Konica Minolta, Konica Minolta will implement the following action plans:

Remedy #1

Action plans for below 98.00% average uptime in one quarter:

- *Mandatory equipment inspection by product specialist;
- *Documented equipment analysis and uptime improvement plan;

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- *For the next 30 days equipment will be serviced only by Senior Technicians; and
- *If required, a loaner will be placed until equipment is fully operational.

Remedy #2

In addition to the Action Plan mentioned above, Konica Minolta offers the following remedy - our *Customer One Guarantee*:

Konica Minolta guarantees that your Konica Minolta branded Multifunction Device (MFD) will meet factory specifications or we will replace it with an equivalent model as follows:

- * First two years: replacement will be a brand new Konica Minolta MFD
- * After the first two years, if the equipment cannot be brought to original manufacturer specifications, we will replace it with an equivalent model that may be new or refurbished and in all cases, will be in good operating condition.

(Equipment must have been under continuous maintenance coverage from the date of installation by a certified Konica Minolta Servicing branch or Authorized Service Provider. Genuine Konica Minolta parts and consumables must have been used. Improper use, electrical power, customer abuse and or negligence and acts of God are not covered under this agreement.)

Loaner Unit/Backup Production – If any Konica Minolta Multifunctional Device (MFD) unit is not able for use by the Customer for its' intended purpose for a period in excess of 24 hours, Vendor shall provide the Customer with a loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable.

End of Appendix F