

## Appendix G to DIR-TSO-3082 Maintenance and Support Agreement

DIR Contract No. DIR-TSO-3082 and the following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this agreement.

### Equipment Services

100. **Service Coverage Hours:** Standard services under this agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of State of Texas published holidays listed on the Texas Comptroller of Public Accounts website at:

[http://www.window.state.tx.us/taxinfo/state\\_holidays.html](http://www.window.state.tx.us/taxinfo/state_holidays.html).

101. **Extended Coverage Services** outside of standard coverage hours may be available on a per-event charge or fixed monthly premium in accordance to Appendix C of DIR Contract No. DIR-TSO-3082.

102. **Equipment Services** provided under this agreement include labor and parts required to maintain covered equipment in a normal operating condition as set forth in the equipment specifications detailed on <http://www.kmbs.konicaminolta.us>.

103. **Equipment Exchange** will be used for products where on-site support is not available. KMBS will employ a 'hot swap' process and will provide packaging for return of the original unit. Customer is responsible to facilitate the reconnection and return process. Does not apply to 3D printers. A loaner machine will not be provided as part of the Equipment Exchange Program for 3D printers, however, access to print service at an available KMBS demo floor that has a 3D printer will be provided. For 3D printers, Customer is responsible for all costs of print labor, supplies, and post finishing product charges.

104. **Preventative Maintenance** shall be performed as needed to ensure optimal operation of equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the equipment's user guide is not covered.

105. **DISCLAIMER:** Repairs and/or services that fall outside the scope of this Maintenance and Support agreement may not be provided under DIR Contract No. DIR-TSO-3082. Examples of repairs or services not covered under this agreement include, but are not limited to abuse/misuse, alteration or modification, Third party interference, use of non-standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force.

106. **Site Environment:** Customer shall be responsible to ensure that equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

107. **Prerequisite to service:** For equipment not previously under a continuous maintenance agreement, equipment must be in good working condition before the start of this agreement. Remedial service may be required to bring the equipment to proper operating standards and the labor and parts associated will be billed in accordance to Appendix C of DIR Contract No. DIR-TSO-3082. A quote will be provided for customer approval before work begins.

108. **Initial Installation:** Physical installation, removal of packing material and initial setup of equipment will be performed by KMBS using default configuration settings at the location specified by customer. Application of custom settings can be requested prior to installation. Application of custom setting must be mutually agreed to by customer and KMBS prior to installation and shall be in accordance with Appendix C, Pricing Index of DIR Contract DIR-TSO-3082.

109. **Service Replacement:** KMBS reserves the right to replace a device, at no additional cost to Customer, with a comparable unit when repair of the original device is not practical or economically feasible. Unless otherwise negotiated with Konica Minolta and the DIR Customer, if the document output device(s) is not in operation within 24 hours of a reported outage, Konica Minolta will furnish a document output device of the same specifications at no additional cost to the Customer until the inoperable document output device is operational.

110. **Additional Customer Requested Services:** Customer may request services be performed that are outside the scope of this Maintenance and Support Agreement. Such services will be quoted and performed at agreed rates in accordance to Appendix C of DIR Contract No. DIR-TSO-3082.

### Supplies and Consumables

**Consumable Supplies:** Supplies are inclusive and KMBS will provide toner for covered equipment on an as needed basis. Consumable supplies do not include paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and 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. For 3D printers, Customer is responsible for management, restocking, procurement, and ordering of supplies. Consumable supplies are not included with our 3D systems.

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201. **Expected Yield:** Pricing under this agreement is based on published and commercially reasonable expectations of supply and consumables consumption. This information can be found at: [KMBS Toner Yields](#). At its discretion, KMBS may perform an audit of supply/consumables consumption and equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3082.

202. **Supply Source:** Genuine Konica Minolta supplies will be used under this agreement for Konica Minolta equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered equipment.

203. **Supply shipping and handling:** Vendor is responsible for all shipping and handling costs except for 3D Printers or 3D Printer supplies. KMBS reserves the right to charge for expedited supply orders (i.e. reimbursement of overnight delivery charges) where requested by customer.

204. **Auto Supply Delivery,** if part of a managed services agreement, requires a designated customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

### Software and Solutions

300. **Licenses:** KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and licenses to use the software, updates, upgrades and patches included in this agreement, provided the Agreement is in effect.

301. **License Reactivation:** Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. **Site Environment:** Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. **Data Backups and restoration:** Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the customer is expected to restore the environment and data to prior state.

304. **Access:** Customer shall provide KMBS personnel with access to the servers and/or equipment where the software is installed. Customer shall arrange and ensure that one of its employee's or designated agents is present at all times when KMBS is performing maintenance and support services.

305. **Solutions warranty:** KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this agreement for any particular use.

306. **Solution Integration** with print output devices covered under this or other agreement may be affected by existing customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3082.

307. **Term:** Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at customer's location. Level 1 support is only available when level 0 support is in effect.

### Software Maintenance (Level 0) and Helpdesk (Level 1)

400. **Software Maintenance (Level 0)** if this option is selected, the customer is entitled support as defined in the 'Patches and Updates' sections.

401. **Patches and Updates:** Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance, excluding full version upgrades (i.e. v1.2 to v2.0).

402. **Access to patches and updates:** Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. **Start of service** rules may vary by OEM, software activation is expected within 10 business days of purchase or install whichever comes first.

404. **Current version:** Customer is recommended to maintain software and OS at the latest recommended version levels. If KMBS or Service Provider determines that equipment failures are due to the Customer not keeping up with new version levels, it may result in suspension and/or termination of services under this agreement in accordance with Appendix A Section 11.B or DIR Contract No. DIR-TSO-3082.

405. **Solutions Helpdesk Support (Level 1):** If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3<sup>rd</sup> party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

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### Professional Services, Solutions and Network

500. **Initial Assessment:** Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. **Basic Network Services (BNS),** where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements. Any additional or special network requirements must be mutually agreed upon by customer and KMBS prior to installation and shall be in accordance with fees that are listed and in accordance with those in Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3082. A Statement of Work would be required.

502. **Technical Pilot:** When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. **Solution Baseline:** is defined as the operating level and configurations agreed to by customer and KMBS upon completion of the technical pilot and testing.

504. **Enhancements** and technical services beyond the baseline capabilities of the solution are available at an additional charge in accordance to Appendix C of DIR Contract No. DIR-TSO-3082.

505. **Digital Connected Support:** Expert helpdesk support is available upon request of Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the customer network environment are not included. 3D unit Help Desk support is not provided.

506. **Customer Data:** KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its' employees, end-user errors or release of administrator password.

507. **Hard Drive Security:** If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time hard-drive encryption

(level 2 encryption – equivalent to current Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to customer policy).

08. **Technical Services Projects:** When requested by the Customer, KMBS can provide technical services associated with the enhancement of the Customer's printing, network

connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed in accordance with Appendix C of DIR Contract No. DIR-TSO-3082. The cost of the hard drive replacement shall be the responsibility of the Customer in the case of a returned leased or rented machine. Konica Minolta will only be responsible for the purging or removal of hard drives for Konica Minolta equipment.

509. **Basic Production Services (BPS):** Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the customer achieves satisfactory output. Additional end user training when requested can be provided and will be billed in accordance to Appendix C of DIR Contract No. DIR-TSO-3082.

### Meter and related

600. **Meter Readings:** Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings.

601. **Definition of a Print:** Each 8.5"x11" image generated by the covered equipment is considered a 'print'. Larger paper sizes result in images that are a multiple of a single print based on length (17"=2 prints, 27" = 3 prints, 36" = 4 prints and over 36" =5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

602. **Electronic Meter Collection:** KMBS offers vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable equipment.

### Renewal and Maintenance

700. **Renewal:** At the end of the initial term of this agreement, upon thirty (30) calendar day notice to Vendor, coverage may be extended for an additional one year term unless either party has provided notice pursuant to Appendix A, Section 11.B, Termination of DIR Contract No. DIR-TSO-3082.

701. **Auto Add of Equipment:** Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this agreement at pre-established price levels in accordance to Appendix C of DIR Contract No. DIR-TSO-3082. The added device(s) will be covered under the terms of this agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

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### Payment and Termination

800. **Terms of Payments** will be handled in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-3082.

801. **Remedies:** Dispute Resolution shall be handled in accordance with Appendix A, Section 11.A of DIR Contract No. DIR-TSO-3082.

802. Should Customer violate any aspect of this agreement including payment obligations, KMBS may enter the Customer’s premises to recover property or equipment owned by KMBS only upon Customers agreement concerning time and manner.

803. **Termination:** Termination shall be handled in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3082.

### General Legal

900. **Business Purpose:** Customer warrants and represents that the equipment under this agreement will be used for business purposes.

901. **ASSIGNMENT:** Assignments will be handled in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-TSO-3082.

902. **NOTICES:** Notices will be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3082.

903. **WARRANTY: KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER’S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, OR MAINTENANCE, AND EXPRESSLY DISCLAIMS AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

904. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing herein shall be construed to waive the State’s sovereign immunity.

905. **FORCE MAJEURE:** Force Majeure will be handled in accordance to Appendix A, Section 11.C of DIR Contract No. DIR-TSO-3082.

906. If Customer determines that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer, it shall provide Order Fulfiller with notice of its determination and five (5) calendar

days to provide reasonable assurance that it will be able to deliver product or services in a timely manner. If order Fulfiller fails to provide reasonable assurance within five (5) calendar days, Customer may terminate the purchase order.

907. **WAIVER & SEVERABILITY:** Failure by KMBS or Customer to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party’s right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of DIR Contract No. DIR-TSO-3082 or this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions.

908. **ORIGINAL DOCUMENT:** KMBS and Customer further agrees (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement nor any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

909. **ENTIRE AGREEMENT:** DIR Contract No. DIR-TSO-3082 and this agreement constitute the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer’s internal use. This Agreement will not be effective until accepted by an authorized representative of KMBS.

910. **Sellers Agent:** Customer is advised no employee, representative or agent of KMBS has authority to bind KMBS to commitments not specifically set forth in this agreement.

911. **Modification of Original Terms and Conditions:** Any mutually agreed modifications are to be specified in the comments of the contract or by a duly executed amendment to this agreement.

912. **INDEMNIFICATION:** Indemnification will be handled in accordance to Appendix A, Section 10.A of DIR Contract No. DIR-TSO-3082.