

APPENDIX E TO DIR Contract Number DIR-TSO-3092 SERVICE LEVEL AGREEMENT

KYOCERA Document Solutions America, Inc.
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A. SERVICE LEVEL AGREEMENT and Maintenance Terms

1. Pricing and Maintenance Services Billing

Maintenance Services are charged on a cost per page basis by model in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3092. Cost per page pricing for Maintenance Services includes consumables to include, but not limited to all toner and developer, drums, staples but does not include paper. Customer toner and developer supplies will be provided for production of pages as shown, with 20% page coverage. The 20% page coverage for color will be based on 5% per color. Supplies required for production in excess of 20% page coverage will be invoiced separately.

Kyocera will review with the Customer any instance where the consumables usage is over 20% page coverage for two (2) consecutive months. In the event that the usage is due to an increase in the Customers need for expanded usage, Kyocera and Customer will assess the options available for equipment upgrade and/or an adjustment to the pricing based upon the Customer's actual usage.

All meters to be billed monthly unless specified otherwise.

2. Service Call Placement

The Kyocera Document Solutions, America (KDA) Service Provider / Reseller / Order Fulfiller will affix a sticker on each machine with a toll free phone number where calls for service can be placed.

3. Maintenance Provided in CPP charge.

The cost per page charge shall include: (a) repairs involving worn equipment components that have failed during ordinary use of the equipment under normal operating conditions (trays, covers and other non-consumable parts are not covered), (b) regularly scheduled maintenance with respect to the equipment, and (c) the toner and consumables required to operate the Equipment except paper. All personnel performing services by or on behalf of KDA shall have appropriate training and experience.

4. Regular Service Hours.

Service hours shall be from 8 a.m. to 5 p.m. local time, 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 and ("Regular Service Hours"). Requests for services outside of Regular Service hours will be provided on a best effort basis at KDA's prevailing time and material hourly rate in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3092. This Agreement does not cover after-hours

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service, shop overhauls, and service made necessary by accident, fire, water, electrical power surges, natural disasters, or operator negligence.

5. Response Times

- KDA shall provide the following response times "on average":
- User call back upon notification of service issue will be within 2 business hours
- Tech on site response to Multifunction Device calls will be within 4 business hours
- Tech on site response to Printer calls will be the next business day

Remedy

.5% of monthly charge will be credited for each hour exceeding the response times (above)

6. Access to Equipment

KDA shall have the right to access Customer sites and any other of Customer premises that may house equipment upon reasonable notice for access with Customer supervision during regular work hours. KDA shall apply an estimated monthly page volume to any and all equipment that cannot be accessed for page count recording and billing purposes.

7. Authorized Maintenance Providers

KDA, at its discretion, may authorize approved and fully trained maintenance subcontractors or approved service providers to perform maintenance and repairs to Customer equipment in accordance with DIR Contract No. DIR-TSO-3092.

8. Repair Responsibility

KDA's responsibility to maintain equipment shall cease if persons make repairs to the equipment other than KDA's authorized representative or subcontractor, or if consumable supplies not furnished by KDA are used, or if damage occurs as a result of abuse or improper handling.

9. Access to Product Failure Information

Customer will make all reasonable attempts to provide clear and detailed information when reporting product failures, and will assist KDA support in routine troubleshooting and corrective action.

10. Loaners

If the service repair time cannot be met, a service loaner may be made available at no additional charge to Customer. Loaner placement will be decided on a mutually agreed basis. The primary factor that will be considered for loaner placement will be whether the unit is mission critical for the Customer's operation. Loaners remain the property of KDA.

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11. Ownership and Control of Toner and Consumables

All toner and consumable supplies provided under this Agreement shall at all times remain the property of KDA. Customer may use the toner and consumables pursuant to the terms of this Agreement, and Customer shall provide reasonable storage for same. In the event of Customer's default or termination of this Agreement, Customer shall promptly return all unused toner and consumables to KDA. Customer shall not be charged for any returned toner or consumables upon the expiration of this Agreement. Any toner or consumables not returned shall be billed by KDA to Customer at the prevailing cartridge price in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3092.

12. Software

Performance issues related to Software and/or connectivity are not covered under the terms of this Agreement. Any warranties related to Software will be those offered by the manufacturer and will be passed directly to the user.

Connectivity and performance issues related to Software are not covered under the terms of this Agreement. Any warranties related to these solutions, which include but are not be limited to: HP Digital Sending Software, Web Jet Admin, Auto Store, any OCR software, computers and scanners, will be those offered by the manufacturer and passed directly to the user. Operation and configuration of the Software will be the responsibility of Customer after initial install and operation test of (1) "Send To" folder is completed by KDA.

13. Electrical Requirements

Customer agrees to provide for the Products adequate electricity (including if necessary a dedicated 220v/20 amp wall outlet of 110v/15 amp or 20 amp wall outlet based on electrical wiring specification of Products).

End of Appendix E