

APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3276 MAINTENANCE AND SUPPORT SERVICE AGREEMENT

**THIS IS A LEGALLY BINDING
NON-CANCELABLE
CONTRACT. In the event of a
conflict in Terms between this
Agreement and DIR Contract
No. DIR-TSO-3276, the Terms
of DIR Contract No. DIR-TSO-
3276 shall take precedence.**

Maintenance and Support Agreement

Agreement No: _____

Customer – Use EXACT registered name if a corp., LLC or LP	Customer's Contact Person:			Contact Person's E-mail:	
Street	City	State	County	Zip Code	Customer's Telephone () - -

In this Cost Per Print Agreement, as it may be amended or supplemented from time to time (the “**Agreement**”), the word “**Customer**” means the Customer named above. “**Company**” means Flores and Associates LLC (Flores), an authorized Premier Partner. “**Canon**” means Canon USA, Inc.

1. SERVICES. FLORES OR CANON WILL PROVIDE THE SERVICES (“SERVICES”) AS DESCRIBED ON ONE OR MORE ATTACHED PRINT SERVICE SCHEDULES(S) (“SCHEDULES”) FOR THE DEVICES ON SUCH SCHEDULES (“MANAGED DEVICES”). The Tools (as defined below) will be used to monitor the networked Managed Devices. The Tools provide service and supplies alerts to the Help Desk (e.g. low toner) and are used for automated meter collection, new device discovery, and device data collection for reporting. The Tools periodically scan approved ranges of Customer’s network for devices which may be eligible to be added as Managed Devices. Devices identified through this process may be added as Managed Devices and billed at the rates identified in Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3276. Customer agrees to pay to Flores the “Minimum Monthly Charges” set forth in Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3276, any excess print charges, and all other amounts stated herein in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3276.

2. TERM AND TERMINATION. The term of this Agreement will begin on the date CUSTOMER accepts and signs the Agreement and will continue for as long as devices are covered by a Schedule to this Agreement (“Term”). Each Schedule has its own term (“Schedule Term”) for the Managed Devices covered by such Schedule. Flores may terminate any Managed Device covered by this Agreement at the end of a Schedule Term if Canon gives Flores notice that such device is no longer supported. DIR Contract No. DIR-TSO-3276 is for an initial term of one-year and three (3) one (1) year renewal options. The initial term of agreement for a Schedule to this Agreement (Term) is a one-year term. An annual renewal term for a Schedule to this Agreement may be exercised by Vendor’s issuance of thirty (30) days advanced written notice and Customer’s concurrence prior to the then-effective expiration date (each a “Renewal Term”). Renewals are not automatic.

3. MAINTENANCE AND SUPPORT SERVICES. Except for Managed Devices identified as “Supplies Only” on the Schedules, (reseller) will keep the Managed Devices in good working order (“Maintenance and Support Services”).

- a) Maintenance and Support Services may be initiated by Customer calling the Help Desk at 1-800-OK-CANON.
- b) Customers must assist Canon USA, Inc with remote solve efforts, including talking with a Service Representative to detail the issue, attempt recommended actions to resolve and, if not resolved remotely, schedule an appointment for a service technician to perform on-site Maintenance and Support Services. A SERVICE TECHNICIAN WILL NOT BE DISPATCHED UNTIL CUSTOMER TALKS TO A Canon USA, Inc. SERVICE REPRESENTATIVE.
- c) If a device fault cannot be resolved remotely, CANON will dispatch a service technician to perform on-site Maintenance and Support Services, remote determination made by 2:00 p.m. will initiate onsite support on the next business day. If a service technician fails to appear to provide onsite support by COB on the next business day, Flores will credit 20% of the monthly equipment charges on the following month’s invoice. If a service technician On-site Maintenance and Support Services are provided Monday through Friday (excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 8:00AM to 5:00PM local time (“Service Hours”). Maintenance and Support Services exclude repairs due to: (i) misuse, neglect, abuse or operation of a Managed Device outside the original equipment manufacturers (“OEM”) specifications; (ii) failure of the Customer’s PC to comply with the OEM’s published specifications; (iii) act of God or other force majeure event; (iv) relocation, alterations, or use of options, accessories, service or supplies not provided by Canon USA, Inc.; (v) failure to perform any Customer Responsibilities

identified in the section titled "Customer Responsibilities"; or (vi) acts or omissions of Customer or any party not affiliated with Flores or Canon USA, Inc.

d) If Canon USA, Inc. determines that a Managed Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies (defined below) are no longer commercially available, Customer may (i): replace the device at its own expense with a device that is then supported by Canon USA, Inc., or (ii): notify Flores to delete the device from the Agreement without incurring any termination or deletion charges.

e) Replacement parts may be new or used and all removed, replaced parts become Canon USA, Inc. property.

f) If a maintenance kit or drum is required for a Managed Device, Canon USA, Inc. will provide Customer with the drum or maintenance kit component(s). Drums and maintenance kits are included in pricing. Technicians are not dispatched for preventative maintenance or cleaning or for installation of maintenance kits or drums unless the equipment is maintained under a CarePak Support Agreement.

4. SUPPLIES. Flores will furnish toner ("Supplies"), as applicable, for Managed Devices.

a) Supplies requests may be placed by the Tools.

b) Supplies are Flores's property until used by Customer, and Customer will use them only with the Managed Devices. Selling, transferring, bartering or otherwise conveying Supplies to anyone is strictly prohibited.

c) Upon request, Customer will provide an inventory of Supplies in its possession. No "safety stock" of Supplies is permitted under this Agreement. "Safety Stock" means more than one consumable item (e.g. toner cartridge) that is not installed in a Managed Device. Upon expiration or termination of the Agreement Customer will return any unused Supplies to Flores and permit access to its facilities to permit collection as scheduled so as not to interfere with Customer's normal course of business.

d) To prevent excessive shipment of Supplies, when Supplies are ordered for Managed Devices, Flores will: (i) check the current consumables level, if available, to validate a low consumables condition; and (ii) check the metered impression volume since the last Supplies shipment to determine if impression volume exceeds the expected yield. If these conditions are not satisfied, Flores will initiate a conversation with Customer with the intent of remedying the problem and in the event that the usage overage cannot be remedied, Flores may bill the excess supply usage to Customer in accordance with Appendix C, Pricing Index of DIR-TSO-3276. Product yield data is available here:

http://www.usa.canon.com/cusa/consumer/standard_display/resources-and-learning-consumer/reference_materials-consumer/Page_Yield.

e) Flores may not provide Supplies if a current meter read is not received for a Managed Device. Pricing set forth on the Schedules includes standard ground shipping. If Customer requests expedited shipping, the cost of second day, overnight, or other non-standard shipping will be billed to Customer.

f) Consumable supplies required for the operation for Managed Devices are included in DIR Contract No. DIR-TSO-3276. Customer must separately purchase all supplies other than those specifically listed on the Schedules including, without limitation, paper, at Customer's own cost.

5. HELP DESK. The Help Desk is available during the Service Hours to receive, track, escalate, process and close service issues, remotely resolve certain issues, and process Customer requests for Maintenance and Support Services.

6. CUSTOMER RESPONSIBILITIES. Customer will:

a) Notify Flores if Customer wishes to relocate a Managed Device, and Flores will advise Customer if Services are available at the new location.

b) Assure that networked Managed Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network. If meter reads are not provided, Flores (i) may estimate the number of prints used and invoice Customer accordingly, and (ii) will adjust the estimated charge for excess prints upon receipt of actual meter readings.

c) Provide a dedicated PC (or server) that is connected to Customer's network at all times ("Customer PC"); and allow Flores to install, use, access, update and maintain the Tools on the Customer PC. The Tools cannot be installed on a PC where other SNMP-based applications or other Canon USA, Inc. Tools are installed, because they may interfere with the Tools.

d) Ensure that proper virus protection is installed, maintained, and enabled on any servers, desktop workstations, laptop computers and other hardware attached to the Customer's network and output environment, as well as on any server or computer hosting the Tools or any data on the Customer's network. Neither Flores nor Canon USA, Inc. is responsible for the disruption of Services or loss of functionality of the Tools caused by any of the foregoing. If the Tools become inoperable due to Customer implemented changes to its network, Flores will work with Customer to remotely re-install Tools.

e) Assist in implementation of the Tools by providing relevant network information such as the IP address ranges or subnets on which Managed Devices reside.

f) Distribute Supplies within Customer's site and install them in Managed Devices only when supplies within the device are completely depleted, clear paper jams, and resolve any network or Customer PC issues, or any Managed Device software issues.

g) Replace Managed Device cartridges and CRUs. Customer Replaceable Units ("CRUs") are those items that an operator can install without service assistance, including but not limited to certain drums and maintenance kits.

h) Customer agrees to work with Canon USA, Inc. and/or Flores to remote solve any issues before a service technician is dispatched to perform on-site Maintenance and Support Services.

i) Provide reasonable access to Customer's facilities and personnel as required for the performance of the Services.

j) Ensure that Managed Devices are installed and operating within the OEM's specifications and are readily accessible to the Canon USA, Inc. authorized service representative.

k) Request Maintenance and Support Services from the Help Desk for Managed Devices that are not compatible with the Tools.

l) Legally dispose of all hazardous wastes generated from use of Managed Devices and associated Supplies and CRUs.

Neither Flores nor Canon USA, Inc. will be liable for delays or services failures, including but not limited to implementation delays if Customer does not perform or facilitate completion of its designated responsibilities.

7. PRINT CHARGES; LATE FEES AND TAXES. Each month, Customer agrees to pay Flores, in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3276, all invoiced Minimum Monthly Charges, excess print charges and all other amounts due under DIR Contract No. DIR-TSO-3276 and this Agreement **Customer agrees to pay the Minimum Monthly Charges each month even if Customer does not make the number of prints included with the Minimum Monthly Charge. Customer may not carry over a credit from any month during which Customer makes fewer than the minimum number of prints but pooling of copy allowances within each Volume Bands for Monochrome/Black and White is allowed under DIR Contract No. DIR-TSO-3276 (M1, M2, M3, M4 and M5).** Taxes will be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3276.

10. WARRANTIES; LIMITATION OF LIABILITY. The Services will be performed in a skillful and workmanlike manner. Limitation of Liability will be handled in accordance with Appendix A, Standard Terms and Conditions, Section 10.K of DIR Contract No. DIR-TSO-3276

11. LOSS AND DAMAGE. Customer bears the risk of loss and damage to the Managed Devices and Customer shall continue to perform its obligations even if it becomes damaged or suffers a loss.

12. ASSIGNMENT. Assignments will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3276.

13. NOTICES. Notices will be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3276.

14. APPLICABLE LAW; VENUE; JURISDICTION. Any action related to this Agreement shall be governed by the laws of Texas without regard to choice of law principles, and any litigation hereunder shall take place in state courts located in Travis County, Texas. Each term hereof shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

15. MISCELLANEOUS. This Agreement may be executed in counterparts, all of which together shall constitute the same document. Customer agrees that a facsimile or other copy containing the signatures of both parties shall be as enforceable as the original executed Agreement. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either party, either express or implied, or any breach of these terms or conditions shall be construed as a waiver of any other term or condition. The provisions of this Agreement that by their nature continue in effect shall survive the termination or expiration of Appendix A, Terms and Conditions, Section 4.E of DIR Contract No. DIR-TSO-3276 or this Agreement. DIR Contract No. DIR-TSO-3276 and this Agreement represent the final and only agreements between Customer and Flores and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. The Agreement can be changed only by a written agreement between Flores and Associates LLC and DIR. The Schedule to this Agreement can be changed only by a written agreement between Flores and Customer. . **Customer hereby represents to Flores that this Agreement is legally binding and enforceable against Customer in accordance with its terms or those of DIR Contract No. DIR-TSO-3276.** In the event of conflict, DIR Contract No. DIR-TSO-3276 shall prevail.

ACCEPTED BY:

Flores and Associates LLC, a Canon Premier Partner] By: _____ / _____ (Date)	Customer: By: _____ / _____ (Date) Print Name: _____ Title: _____
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