

CUSTOMER CARE MAINTENANCE AGREEMENT

ACCOUNT ID#

SALES REP: Jason Wedge

ACCOUNT ID#

START DATE:

CUSTOMER BILL TO INFORMATION		
COMPANY NAME City of National City		
ADDRESS 1243 National City Blvd.		
CITY National City	STATE CA	ZIP CODE 91950
BILLING CONTACT	DEPARTMENT	
PHONE		
EMAIL ADDRESS		
POOL CONTRACT NUMBER	GROUP IDENTIFIER	
AUTHORIZING CONTRACT NUMBER (GSA/SOURCEWELL/STATE, ETC.)		
PURCHASE ORDER NUMBER		

CUSTOMER LOCATION		
COMPANY NAME City of National City		
ADDRESS 1243 National City Blvd.		
CITY National City	STATE CA	ZIP CODE 91950
SERVICE CONTACT	PHONE	
EMAIL ADDRESS		
METER CONTACT	PHONE	
EMAIL ADDRESS		
MICAS CONTACT Juan Pena	PHONE 619-336-4378	
EMAIL ADDRESS jpena@nationalcityca.gov		

SUMMARY				
TERM:	BASE CHARGE TOTAL	SMART RATE	PRINT SECURITY	CONSOLIDATE SBS BILLING?
60	\$0.00 Per Quarter	\$0.00	\$0.00	NO

AGREEMENT ENTITLEMENT					
Labor	Parts	Drums	B Toner	C Toner	Staples
YES	YES	YES	YES	Yes	YES

DETAIL OF CHARGES								
POOL BILLING	Base Charge Included in Lease	CATEGORY	BASE CHARGE SUBTOTALS	FREQUENCY	CATEGORY	INCLUDED IMAGES	FREQUENCY	EXCESS CHARGE
	NO	BW	\$0.00	Quarterly	BW	0	Quarterly	0.00490
		COLOR	\$0.00		COLOR	0	Quarterly	0.04900
	NO	BW	\$0.00	Quarterly	BW	0	Quarterly	
		COLOR	\$0.00		COLOR	0	Quarterly	
	NO	BW	\$0.00	Monthly	BW	0	Quarterly	
		COLOR	\$0.00		COLOR	0	Quarterly	

SBS BILLING	SMART RATE SUBTOTALS		ITEMIZED BY TYPE & QTY	BW		COLOR	
	NETWORKED PRINTERS/DESKTOPS			QUANTITY	RATE	QUANTITY	RATE
Smart Rate billed by SBS	NETWORKED PRINTERS/DESKTOPS	\$0.00	NETWORKED PRINTER/DESKTOP	0		0	
	LOCAL/SINGLE USER PRINTERS/DESKTOPS	\$0.00	LOCAL/SINGLE USER PRINTER	0		0	
			LOCAL/SINGLE USER DESKTOP	0			

COMMENTS / SPECIAL INSTRUCTIONS						

POOL	MODEL	SERIAL #	ID #	BW Start Meter	Color Start Meter	Physical Location
	BP-90C70					COMMUNITY SERVICES, SUITE B (MLK)
	BP-71C55					COPY ROOM 1ST FLOOR (CH)
	BP-71C55					POLICE RECORDS (PD)
	BP-71C55					POLICE ADMINISTRATION (PD)
	BP-71C31					POLICE REPORT WRITING (PD)

AUTHORIZATION	
X	<p>I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images unless otherwise noted.</p>
	<p>Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.</p>
<p>THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes. Sharp Business Systems is a division of Sharp Electronics Corporation.</p>	
Sharp Authorization	DATE
AUTHORIZED CUSTOMER PRINTED NAME	
AUTHORIZED CUSTOMER SIGNATURE	
DATE	

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE This Agreement covers both the labor and the material for adjustments, repair and replacements of parts ("Maintenance") as required by normal use of the equipment identified on the front page of this Agreement ("Equipment"). Maintenance does not cover charges for installation, relocating or de-installation of the Equipment. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard paper or substandard supplies, other causes beyond the control of COMPANY or such causes which would void the Equipment's warranty are not covered by this Agreement. Any such repairs identified in the preceding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, COMPANY may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than the COMPANY Authorized Personnel, or if parts, accessories, or components not meeting machine specifications are added to the Equipment. Maintenance shall not cover charges for repairs needed as a result of Customer or third party modifications to software or hardware.

2. MAINTENANCE VISITS Maintenance visits will be made during standard weekday business hours at the address shown on the first page of this Agreement. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to COMPANY's standard overtime rates in effect at the time of the Maintenance visit. COMPANY will not connect, disconnect, repair or otherwise service non-Sharp approved attachments, components or accessories. Customer is responsible for disconnecting and reconnecting non-Sharp approved attachments, components or accessories. Maintenance performed during a Maintenance visit includes lubrication and cleaning of the Equipment and the adjustment, repair or replacement of parts described below. COMPANY reserves the right to exchange unit in certain situations rather than service on site.

3. REPAIR AND REPLACEMENT OF PARTS All parts necessary to the operation of the Equipment requiring replacement due to normal wear and tear, subject to the general scope of coverage, will be furnished free of charge during a service call.

4. MAJOR REPAIRS, REPLACEMENT, AND UPGRADES Major repairs resulting from misuse of the product, overall failure of the Equipment resulting from the normal end of life cycle of the Equipment and other repairs requiring more than customary repair and part replacements ("Overhaul") shall not be considered covered Maintenance. Should, in the opinion of COMPANY, an Overhaul be necessary for the Equipment to be in working condition, COMPANY will submit to the Customer an estimate of needed repairs and their additional cost. If the Customer does not authorize such Overhaul, COMPANY may, at its option, discontinue Maintenance of the Equipment under this Agreement. Thereafter, COMPANY may make service available on a "Per Call" basis based upon COMPANY's standard rates in effect at the time of service. During the term of this Agreement, if it is determined by COMPANY, in its reasonable estimation and after reasonable efforts, that Equipment maintained under the scope of this Agreement needs to be replaced or reconditioned due to (a) two service events within a six month time frame or (b) a service event cost exceeding the current market price to replace the machine, COMPANY has the right to deem Equipment that meets either (a) or (b) as unserviceable upon submission of written notice to Customer. In the event Equipment is deemed unserviceable in accordance with the foregoing sentence, Customer may elect to either (a) have the Equipment reconditioned at Customer's expense, (b) order a new piece of compatible Equipment, or (c) remove this piece of Equipment from the agreement.

Addition or Removal of Equipment: Customer is required to immediately notify COMPANY upon installation of any additional equipment at Customer's site capable of using COMPANY supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this contract, unless COMPANY determines the new equipment is out of contract scope. Customer is required to notify COMPANY of any equipment changes or disposition (i.e. physically moved or removed for retirement purposes, etc.). For both additions and deletions to the Equipment, Customer must submit a configuration report generated from the printer to COMPANY.

5. USE OF COMPANY SUPPLIES Customer is obligated to use COMPANY approved supplies under this Agreement. If, however, the Customer uses other than COMPANY approved supplies (other than paper) and such supplies result, in COMPANY's reasonable judgment, additional Maintenance, then COMPANY may, at its option, assess a surcharge or terminate this Agreement. If COMPANY terminates this Agreement, COMPANY may make service available on a "Per Call" basis based upon COMPANY's standard rates in effect at the time of service.

6. SUPPLIES Supplies selected, if any, on the front of this Agreement ("Supplies"), shall be included under this Agreement. COMPANY will provide such selected Supplies to the Customer based upon normal yields. Supplies provided are for use with the Equipment covered by this Agreement only and are not for resale or for use with other equipment. If the Customer's usage of the Supplies exceeds the normal yields for the Equipment being serviced, COMPANY will invoice and the Customer agrees to pay, for the excess supplies at COMPANY's current retail prices then in effect. COMPANY reserves the right to charge for supplies and freight. Normal yield is defined as the published industry standard yield for the product model covered under this Agreement.

If color toner is included in this Agreement. Color toner is defined as cyan, magenta, and yellow. All other toner is billable.

7. ELECTRICAL REQUIREMENTS In order to ensure optimum performance of the Equipment, Customer must comply with all Sharp required electrical specifications, including but not limited to use of designated circuit and outlets and required voltage requirements. These power standards are required by UL and/or local safety regulations.

8. CHARGES The initial charge for Maintenance under this Agreement is non-refundable and shall be the amount set forth on the first page of this Agreement. At the end of each twelve (12) month period of the Agreement, COMPANY reserves the right to increase and/or otherwise modify its service rates and services. Customer shall be charged according to the payment cycle indicated on the front page of this Agreement. Customer shall pay all charges within thirty (30) days of the date of the COMPANY invoice. Past due amounts shall accrue interest at a rate not to exceed 1.5% per month. If any Equipment which is subject to this Agreement, or any renewal hereof, is moved to a new COMPANY service territory, COMPANY shall have the option of charging the Customer an amount equal to the difference in the published maintenance charges between the current COMPANY service territory and that of the new COMPANY service territory (on a pro rata basis). If such Equipment is moved beyond any COMPANY service territory, COMPANY reserves the right to cancel this Agreement, upon written notice to the Customer, or COMPANY may charge (and Customer hereby agrees to pay) a fair and reasonable upcharge for continued service. In so doing COMPANY may take into account the distance to Customer's new location and COMPANY published rates for COMPANY's "time and materials", "Per Call" service. A fuel surcharge may be imposed when fuel prices exceed 10% of the cost of fuel at the execution of this agreement. COMPANY may charge a credit card fee of up to three percent (3%) on credit card transactions, in compliance with state and local laws. The lease and maintenance agreements have separate terms and conditions that apply to each respectively and may have different terms of length. If a lease term concludes, the monthly maintenance payment may be different once the lease term ends.

9. METER READINGS Customer is obligated to provide meter reading(s) in a timely manner upon request. If the Customer fails or refuses to provide the meter reading in a timely manner, COMPANY may estimate the meter based upon historical meter readings. The estimated meter will then be applied in the same manner as if the meter had been supplied by the Customer and the Customer agrees to pay any overage charges that may result from the estimated meter reading. A monthly service fee may be assessed if Customer elects for non-participation in the COMPANY meter collection automation software. In the event Synappx applications are utilized to facilitate automated remote service, including, but not limited to, meter collection, toner replenishment, or other Maintenance Services, the Synappx Terms of Use located at <https://business.sharpusa.com/synappx-support/about/termsofuse> as updated from time to time by COMPANY, shall govern and are expressly incorporated into this Agreement. COMPANY will only access, retain, use, or disclose Customer data as required for the specific purpose of performing the services and in accordance with applicable laws.

10. TERM This Agreement shall become effective upon COMPANY's receipt from Customer of the initial non-refundable maintenance charge, as set forth on the first page of this Agreement, or for such Customers that are to be billed in arrears, upon the date indicated in the "Start Date" portion of the first page of this Agreement. The term of this Agreement shall be as specified on the face page of this Agreement. This Agreement shall automatically renew for additional one-year periods unless either party provides the other sixty (60) days written notice of termination prior to the end of the initial term, or any renewal term hereunder. In the event that Customer reaches or exceeds the allowance, as specified on the first page of this Agreement, prior to the expiration of the initial term, or any renewal term under this Agreement, Customer hereby agrees to pay COMPANY the COMPANY excess meter rate then in effect and same shall apply to all of Customer's excess meter amounts, through the end of the term of this Agreement. For this Agreements (not CPC leases) either party shall have the right during any renewal term, or during any second or third term of a multi-term agreement (if applicable) to terminate this Agreement upon sixty (60) days prior written notice to the other.

11. EVENT OF DEFAULT AND TERMINATION The Customer's failure to pay any amount due under this Agreement, or breach of any other obligation herein shall constitute an Event of Default. Upon an Event of Default, COMPANY may, in its discretion take any one or more of the following actions: (i) cease performing all Maintenance or any other services under this Agreement; (ii) furnish Maintenance or service upon a prepaid, "Per Call" basis; and/or (iii) terminate this Agreement. Customer shall be obligated to pay any amounts due and owing to COMPANY within (10) ten days of the expiration or termination of this Agreement. Customer, upon payment of all such amounts due, shall thereafter have no further liability or obligation to COMPANY whatsoever for any further fees or expenses arising hereunder. In the event COMPANY terminates this Agreement because of the breach of Customer, COMPANY shall be entitled to payment for work in progress plus reimbursement for out-of-pocket expenses.

12. INDEMNITY Customer shall indemnify, save and hold COMPANY, its affiliates, officers, directors, shareholders, employees, agents and representatives and its and their successors and assigns ("COMPANY Parties") harmless from and against any liability, loss, cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury, whether to body, property or

business or to any other person by reason of any act, neglect, omission or default by Customer or Customers' employees, agents, vendors, contractors or representatives. Customer shall defend, at its sole and absolute cost, any action to which this indemnity shall apply. In the event Customer fails to defend such action COMPANY may do so and recover from Customer in addition, all costs and expenses, including, attorneys' fees in connection therewith. COMPANY shall be entitled to recover from Customer all costs and expenses, including without limitation, attorneys' fees and disbursement, incurred by COMPANY in connection with actions taken by COMPANY or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on COMPANY's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any actions or proceedings arising out of or relating to any COMPANY transactions with Customer. The foregoing provisions of this paragraph 12 shall survive the termination or expiration of this Agreement to the extent permitted by Law.

13. ENTIRE AGREEMENT This constitutes the entire Agreement between the parties relating to the subject matter hereof. Any modification to this Agreement must be in writing and signed by both parties.

14. SUCCESSORS AND ASSIGNS; TERMINATION Neither party may assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the other party, which will not be unreasonably withheld, except that either party may assign its obligations and rights to a wholly owned subsidiary, parent corporation, or entity under the same COMPANY, operation, or control.

15. SEVERABILITY If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement shall remain in full force and effect.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding, that all the parties have not signed the same counterpart. A faxed or electronic signature of this Agreement bearing authorized signatures may be treated as an original.

17. WAIVER OF JURY TRIAL ALL PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY.

18. JURISDICTION All parties hereby consent to the exclusive jurisdiction of the Federal Courts located in Essex County, New Jersey and the State Courts located in Bergen County, New Jersey in any proceeding arising out of or relating to this Agreement.

19. LIMITATION OF LIABILITY To the extent permitted by Law, in no event shall COMPANY be liable to Customer for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information in any way related to the Equipment or the actions of COMPANY. The Customer acknowledges that the Maintenance for MFPs provided by COMPANY is for the mechanical maintenance of the Equipment only, and that this Agreement does not cover any software, networking or any other connectivity or functionality maintenance, services, or support beyond the MFP. COMPANY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, CAUSED BY EITHER COMPANY'S ACTIONS OR COMPANY'S PRODUCTS, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION OCCURRED.

20. THIRD PARTY PRODUCTS Any third party products provided to Customer by COMPANY, or any third party products that Customer will utilize through COMPANY's services, pursuant to this Agreement including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Customer "as is". COMPANY shall use reasonable

efforts to assign all warranties (if any) for the Third Party Products to Customer, but will have no liability whatsoever for such Third Party Products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between COMPANY and Customer, and COMPANY shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Products. In no event will COMPANY be liable for any damages caused by performance or non-performance of any Third Party Product. In addition, COMPANY assumes no liability for failure of equipment or software or any losses resulting from such failure.

21. PRIVACY

Customer and COMPANY both agree to comply with each of their respective obligations under the applicable information privacy and data protection laws and regulations relating to the protection, disclosure and use of individuals' personal data now in place or that may come into place during the term of this Agreement (collectively, the "Privacy Laws"). Customer is and shall remain the controller of all of its data for purposes of all Privacy Laws and shall determine the scope, purposes, and manner by which COMPANY may access such data. COMPANY shall only access, retain, use or disclose any Customer data as required for the specific purpose of performing the Services.

22. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY

Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"), provided Creating Party's IP is not made by using or referencing to the other party's owned intellectual property rights. The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party.

23. FORCE MAJEURE COMPANY shall not be liable to Customer for any failure or delay caused by events beyond COMPANY's control, including, without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentality or agency.

24. NO WARRANTY COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATIBILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

25. INSURANCE COMPANY and Customer shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement, including but not limited to, workers compensation and general liability with a limit not less than \$1,000,000 per occurrence. The Customer shall maintain Tech E&O liability insurance in an amount not less than \$1,000,000. If a security package is selected, the Customer shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, ransomware, 3rd party liability, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Coverage should be primary and noncontributory for each policy. COMPANY and its entities, affiliates, etc. should be named as additional insured. A waiver of subrogation should apply. The required insurance coverage shall be issued by an insurance company duly authorized and licensed with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability A+.

26. MISCELLANEOUS Additional loading of other drivers, utilities, security updates, anti-virus, or other programs to existing workstations/servers that causes COMPANY supported products to malfunction is not covered under this Agreement and will be billed at the current hourly rate. It is the responsibility of the Customer to perform all necessary backups on the PC or Network prior to any installation or update. COMPANY bears no responsibility for any damages, data or productivity loss from said PC or Network Devices. Derivative Works: Customer shall not (i) modify, copy or create derivative works based on any COMPANY Software; (ii) frame or mirror any content forming part of the Software or Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the COMPANY Software.