



MANAGED PRINT SERVICES AGREEMENT

BILLING INFORMATION:

COMPANY:		
ADDRESS:		
CITY:	ST:	ZIP:
PHONE:	FAX:	
CONTACT:		

EQUIPMENT LOCATION:

SAME AS BILLING:

COMPANY:		
ADDRESS:		
CITY:	ST:	ZIP:
PHONE:	FAX:	
CONTACT:		

METER CONTACT:	EMAIL:	PHONE:	FAX:
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PROGRAM: BASE CHARGE: \$ BILLING CYCLE:

BLACK IMPRESSIONS: _____ INCLUDED OVERAGES: \$ _____ PER IMPRESSION

COLOR IMPRESSIONS: _____ INCLUDED OVERAGES: \$ _____ PER IMPRESSION

MICR IMPRESSIONS: _____ INCLUDED OVERAGES: \$ _____ PER IMPRESSION

PAPER INCLUDED: FEES APPLY - SEE SECTION 11

NETWORKING: FEES APPLY - SEE SECTION 2

SPECIAL INSTRUCTIONS:

EQUIPMENT COVERED UNDER THIS AGREEMENT:

ADDENDUM: _____

MAKE	MODEL	QTY	SPECIAL INSTRUCTIONS

THIS MAINTENANCE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE (1) YEAR UNLESS CANCELLATION IS RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CONTRACT. REPAIRS DUE TO ABUSE, NEGLIGENCE, OR ACTS OF GOD ARE NOT COVERED.

PRINTCOUNTS AUTHORIZED SIGNATURE

CUSTOMER'S AUTHORIZED SIGNATURE

DATE:

DATE:

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACT.



SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX MPS' control (including acts of God or natural disasters) is not covered. In addition DEX MPS may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX MPS, or if parts, accessories, or components not authorized by DEX MPS are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX MPS' normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX MPS holidays and subject to change by DEX MPS.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$100 per hour.

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX MPS and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX MPS terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX MPS with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the Initial Term and all subsequent Renewal Terms. If a DEX MPS Green Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX MPS Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliance, then Customer is responsible for the manual reporting of meters on a timely basis.

4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11".

5. CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX MPS also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX MPS to continue to service the Equipment.

Customer must advise DEX MPS of any equipment movements not performed by DEX MPS via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

6. ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX MPS.

EQUIPMENT REPLACEMENT

DEX MPS, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX MPS will be governed by the contract type as delineated below.

CONTRACT TYPES

WITO – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

WITO+ – Service and Supplies for existing Customer devices as well as newly refurbished DEX MPS provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX MPS supplied equipment will be added per the following schedule.

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX MPS provided devices.

* WITO+/PLATINUM+ Contracts Only: All equipment delivered by DEX MPS remains the property of DEX MPS. Any printer removed from service by DEX MPS, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX MPS must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX MPS in good condition and repair to a location designated by DEX MPS within sixty (60) days. Any printers owned by DEX MPS which are not returned will be billed to the customer at replacement value.

7. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX MPS approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX MPS or an authorized agent of DEX MPS may not be covered under this Agreement.

8. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

9. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX MPS may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX MPS cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX MPS shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX MPS' service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX MPS published rates for service on a "per call" basis.

If Customer uses supplies other than DEX MPS' supplies, and such supplies are determined to be defective or not acceptable by DEX MPS and/or cause abnormally frequent service calls or service problems, then DEX MPS may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX MPS supplied materials.

10. NO WARRANTY

Other than the obligations set forth herein, DEX MPS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX MPS SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

11. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by DEX MPS Patrol Monitoring Appliance. Manual orders can be placed for any units that do not report to the Appliance. .0005 has been added to the per impression rates shown on the front of this agreement in lieu of freight. If a Paper Inclusive Agreement, paper consumption will be reconciled quarterly. Paper shipments in excess of actual impressions will be billed at a rate of .0085 per page. The page is defined as an 8 1/2 x 11 sheet. In a cost per impression contract, all unused consumable items remain the property of DEX MPS. At contract termination, all unused consumable items, toner cartridges, developer, drums, paper, etc. must be promptly returned to DEX MPS.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX MPS.



CUSTOMER'S INITIAL