





KONICA MINOLTA

# ORDER AGREEMENT

10253669

Check Applicable Box

Purchase

Lease

Other: Mohave # 101-KMBS-01:

Account #	Account #	Account #
Legal Name City of Glendale	Legal Name Same	Legal Name City of Glendale
Attn Line 1 FIRE - Special Events	Attn Line 1 FIRE - Special Events	Attn Line 1 FIRE - Special Events
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 6929 N. 59th Drive	Street Address	Street Address 6261 N. 83rd Av
City Glendale State AZ Zip 85301	City State Zip	City Glendale State AZ Zip 85305

Tax Exempt  No  Yes (Copy Required) Tax Exempt # \_\_\_\_\_  
P.O. Required  No  Yes (Copy Required) P.O. # \_\_\_\_\_ P.O. Expiration Date \_\_\_\_\_

Payment Terms: Net 30

Card Type	Name on Card	Amount
Authorized Credit Card Amount: _____	(plus applicable taxes)	Check #
Credit Card #	Expiration Date	Check #

Requested Delivery Date: 12/28/2015 Maintenance Contract  Accepted  Declined

QTY	Part #	Description	Unit Price	Total Price
1	A5C4011	Bizhub C224e	\$ 1,987.89	\$ 1,987.89
1	XGPCS15DKM	ESP POWER FILTER	\$ 79.00	\$ 79.00
1	A3CEWY1	DF-701 Dual Scan Document Feeder	\$ 577.88	\$ 577.88
1	A3EPWY2	FS-534 50 Sheet Finisher	\$ 519.88	\$ 519.88
1	A87JWY1	RU-513 RELAY UNIT	\$ 92.00	\$ 92.00
1	A3ETW11	PK-520 PUNCH KIT	\$ 171.87	\$ 171.87
1	7640018680	DK-510 COPY DESK	\$ 79.66	\$ 79.66
1	VCAREACTO	V-Care	\$	\$
1	A33K130	TN-321K	N/A	
1	A33K430	TN-321C	N/A	
1	A33K330	TN-321M	N/A	
1	A33K230	TN-321Y	N/A	
1	A4NNWY1	DELIVERY CHARGE	N/A	
		INSTALLATION CHARGE	N/A	

Network  Removal  Other

Additional Charges  
TOTAL \$ 3,487.78  
(TOTAL is exclusive of applicable taxes)

Requested Removal Date:


Mohave Contract 101-KMBS-0127 - 40038415

If order is for a purchase of equipment, Customer's signature below acknowledges receipt of KMBS Sales Terms and Conditions "Schedule A" (Revised 03-30-09) and consent to their terms, which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name LIS CORTES  
Signature [Signature] 12/21/15  
Title MAN. ASSISTANT

KMBS Representative [Signature] 12-16-15  
KMBS Manager [Signature] 12/11/15



KONICA MINOLTA

# Order Summary and Price Level Verification

(Submit to Administration as Part Of Order Package)

**Customer Name:** CITY OF GLENDALE FIRE - SPECIAL EVENTS (CRM CLASS: RETENTION)

Category	Total Value	Representatives
MFP	\$ 3,487.78	Order Taking / Selling 9416847 Murray Ryan Originating / Lead 9416847 Murray Ryan Servicing / Installing 9416847 Murray Ryan

<b>Total Funding</b>	<b>\$ 3,487.78</b>	<b>Board Deductions Included</b>
<b>Less Buyout/ BOP/Upgrade Payable to KMBS</b>	<b>\$ 0.00</b>	<b>Lease Reimb \$ 0.00</b>
	<b>\$ 3,487.78</b>	<b>Rebate \$ 0.00</b>
		<b>Service \$ 0.00</b>
		<b>Shipping \$ 0.00</b>
		<b>Other \$ 0.00</b>

**Branch Floor Summary (Excludes manually entered items)**

<b>Total Net Revenue</b>	<b>\$ 3,487.78</b>
<b>Branch Floor</b>	<b>\$ 6,876.00</b>
<b>Over/(Under) Branch Floor</b>	<b>\$ (3,388.22)</b>

*Note: Branch Floor Summary is for information purposes only and does not reflect manually entered items. Callidus remains the system of record for compensation purposes.*

*Primary Approval Requirements*

**Master Agreement**

**Order As Submitted Matches Master Agreement Setup - No Additional Approval Required**

**Sold to Name/Address modified from original CRM value**

*New Location*

*Additional Information*

**Auto Pricing Calculation used**

**Master Agreement Customer (NACCC): State Government**

**Default Originating Rep # 9415280 changed to # 9416847**

**Overall Level is displayed for approval authority determination only and does not determine actual commission payouts. Actual level calculations and payouts for individual product segments will be determined by the compensation system and are subject to the rules of the KMBS compensation policy in effect at time this order is processed.**

Additional Configuration Level Order Information (Internal Use Only)										
Model/Configuration BIZHUB C224E			Sequence 1		S00276027 12/21/15 04:10 PM		Requested Delivery Date 12/28/2015			
Ship to Address 6261 N. 83RD AVE, GLENDALE, AZ, 85303					Bldg/Rm/Ste FIRE STATION 158		Department SPECIAL EVENTS			
CRM Opportunity ID 0010253669		Object Type								
Lease / Purchase Signer (Pre-Call) LIS CORTES		Phone 623 930 4485		E-Mail Address LCORTES@GLENDALEAZ.COM			Fax Number 623 847 5313			
Primary Delivery Contact LIS CORTES		Phone 623 930 4485		E-Mail Address LCORTES@GLENDALEAZ.COM			Fax Number 623 847 5313			
Alternate Delivery Contact		Phone		E-Mail Address			Fax Number			
Accounts Payable Contact LIS CORTES		Phone 623 930 4485		E-Mail Address LCORTES@GLENDALEAZ.COM			Fax Number 623 847 5313			
Meter Contact LIS CORTES		Phone 623 930 4485		E-Mail Address (Meters) LCORTES@GLENDALEAZ.COM			Fax Number (Meters) 623 847 5313			
Meter Collection Method		<input checked="" type="checkbox"/> VCare <input type="checkbox"/> MyKMBS.com		<input type="checkbox"/> IVR-Email <input type="checkbox"/> IVR-Fax		11 x 17		<input type="checkbox"/> 1 Click <input type="checkbox"/> 2 Clicks		
Equipment Master Agreement 40038415		Sub-Fleet 1	Price Plan	PE Number			Promotion Name/Number			
Maintenance Master Agreement		Sub-Fleet	Price Plan	Customer Maintenance Invoice Codes						
				Code 1		Code 2		Code 3		
				Code 3		Code 4				
Customer Equipment Invoice Codes										
Code 1		Code 2		Code 3			Code 3			
Sales Rep		Sales Rep #	Split %	Phone		Sales Rep Name / Branch Location				
Originating / Lead		9416847	25	602-798-7341		MURRAY RYAN 941 - PHOENIX				
Order Taking / Selling		9416847	50	602-798-7341		MURRAY RYAN 941 - PHOENIX				
Servicing / Installing		9416847	25	602-798-7341		MURRAY RYAN 941 - PHOENIX				
Sales District #		94109	Non-Standard Split % Approval:							
Customer Type										
<input checked="" type="checkbox"/> State Government	<input type="checkbox"/> Federal Government	<input type="checkbox"/> Corporate Account	<input type="checkbox"/> National	<input type="checkbox"/> Print for Pay	<input type="checkbox"/> OPS	<input type="checkbox"/> Other	<input type="checkbox"/> Commercial/Local (Branch)			
Deduction(s)										
<input type="checkbox"/> Lease Reimbursement/Rebate (ZLEA)	<input type="checkbox"/> Service (ZSVC)	<input type="checkbox"/> Shipping (ZADY)	<input type="checkbox"/> Other (ZMOT)							
Additional Documents and Attachments										
<input type="checkbox"/> Buyout/Upgrade Quote or Letter	<input type="checkbox"/> Check (Copy)	<input type="checkbox"/> Credit Application	<input type="checkbox"/> Contingency Demo Acknowledgement	<input type="checkbox"/> Digital Needs Analysis, DNA #	<input type="checkbox"/> Equipment Removal Authorization	<input type="checkbox"/> Lease Documentation with Approval	<input type="checkbox"/> Lease Reimbursement/Rebate Form	<input type="checkbox"/> Price Exception (PE)	<input type="checkbox"/> Purchase Order	<input type="checkbox"/> Tax Exemption Certificate
<input type="checkbox"/> Other Documentation as described: _____										
Comments and Special Instructions										
Administration Use Only, Below this Line										
Delivery Confirmation										
Spoke With		Date		Time						
<input type="checkbox"/> Confirmed Ship to Address	<input type="checkbox"/> Confirmed Delivery Contact	<input type="checkbox"/> Confirmed Alternate Contact	<input type="checkbox"/> Confirmed Telephone Number							
Delivery Entrance		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Front <input type="checkbox"/> Back <input type="checkbox"/> Side	Loading Dock		<input type="checkbox"/> Yes <input type="checkbox"/> No	Elevator		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Stairs		<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how many?	Turns or landings?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how many?			
Is Site Ready?		<input type="checkbox"/> Yes <input type="checkbox"/> No	If No, When?			Equipment Pick Up Required?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Delivery Hours		AM	to	PM	<input type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri	Available Sat?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Special requirements (i.e. certificate of insurance, security check, safety training, customer comments, ect) list below										
If unable to reach the customer, list date/time attempted:		1st call:		2nd call:		3rd call:				
Order Processing										
Order Number		Pick up Order								
Delivery Document		Pick up Document								
On Warehouse Scheduler Date		On Warehouse Scheduler Date								
Received by Administration		Date		Time						
Administration/Order Entry (Signature)										

**MyKMBS.com  
Access Request Form**

Customer Name: CITY OF GLENDALE FIRE - SPECIAL EVENTS

Business Class:  Corporate Acct  National  Government  Branch

New or Existing Customer:  New  Existing

SAP Account #: 0000550448/0000550448  
Required if existing

Serial Number(s):	1 _____	4 _____	7 _____
<small>(include at least one)</small>	2 _____	5 _____	8 _____
	3 _____	6 _____	9 _____

USER	<p>Role: <input type="checkbox"/> Fleet Manager* <input checked="" type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following:  <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p>First Name: <u>LIS</u> <small>Required</small> Last Name: <u>CORTES</u> <small>Required</small></p> <p>Email: <u>LCORTES@GLENDALEAZ.COM</u> <small>Required</small></p>
USER	<p>Role: <input type="checkbox"/> Fleet Manager* <input type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following:  <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p>First Name: _____ <small>Required</small> Last Name: _____ <small>Required</small></p> <p>Email: _____ <small>Required</small></p>
USER	<p>Role: <input type="checkbox"/> Fleet Manager* <input type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following:  <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p>First Name: _____ <small>Required</small> Last Name: _____ <small>Required</small></p> <p>Email: _____ <small>Required</small></p>
KMBS	<p>* Fleet Manager - All capabilities of Local Managers as well as the ability to manage users and see reports.                  ** Local Manager - Gives user the ability to place supply orders, initiate service calls, report meter reads and pay invoices by credit card.                  Have customer alert his/her IT Department to accept the following email addresses:                  meterreads@kmbs.konicaminolta.us activation@kmbs.konicaminolta.us extranet@kmbs.konicaminolta.us</p>
COMMENTS	<p>Representative: <u>MURRAY RYAN</u> Territory Code: <u>941908</u> Sales Manager: <u>STEVEN FIELDS</u> Territory Code: <u>941900</u></p> <p>Corporate Acct Mgr: _____ <small>If Applicable</small> Territory Code: _____ Branch Name: <u>941 - PHOENIX</u> Branch Number: <u>941</u></p> <p>Branch forms are to be submitted with your sales order to your local branch administrators                  For Corporate, National, and Government accounts, email completed form to mykmbs.nad@kmbs.konicaminolta.us</p>

**Copier/Fax/Multifunctional Unit Prices**

*Mohave prices shall include delivery, installation, electrical hook-up, testing, operator training and initial supplies.*

Part Number	Unit Description	MSRP \$	% Discount	Mohave \$
<b>A5C4011</b>	<b>bizhub C224e</b>	<b>\$9,980</b>	<b>80.28%</b>	<b>\$ 1,967.69</b>
7670525506	Delivery Charge - Level 1	120	100.00%	\$ -
7640018093	Basic Network Service - BNS03	260	100.00%	\$ -
<b>DOCUMENT HANDLING OPTIONS: Select one</b>				
A3PMWY1	OC- 511 Original Cover	94	70.79%	\$ 27.46
A3CFWY1	DF-624 Reverse Automatic Document Feeder	1,631	67.97%	\$ 522.47
A3CEWY1	DF-701 Single Pass Dual Scan Document Feeder	1,802	67.93%	\$ 577.88
<b>PAPER SUPPLY OPTIONS: Select one</b>				
A2XM013	PC-410 Large Capacity Cassette	1,402	71.81%	\$ 395.27
A2XMWY2	PC-210 2-way Paper Feed Cabinet	1,191	66.81%	\$ 395.23
A2XMWY1	PC-110 Paper Feed Cabinet	913	69.69%	\$ 276.76
7640017610	DK-510 Copy Desk	222	64.11%	\$ 79.66
<b>OUTPUT OPTIONS:</b>				
A2YVWY1	JS-506 Job Separator Tray	500	70.34%	\$ 148.30
A3EPWY2	Finisher FS-534	1,645	68.40%	\$ 519.88
A87JWY1	Relay Unit RU-513	210	56.13%	\$ 92.00
A3EPWYC	Finisher FS-534 with SD-511	3,095	67.63%	\$ 1,002.08
A2YUWY1	FS-533 Inner Finisher	1,553	69.58%	\$ 472.37
A3EUW11	PK-519 2/3 Hole Punch Unit (FS-533)	585	70.47%	\$ 172.74
A3ETW11	PK-520 2/3 Hole Punch Unit (FS-534)	586	70.70%	\$ 171.67
<b>FAX OPTIONS:</b>				
A4MF012	FK-511 Fax Kit	1,070	64.38%	\$ 381.08
4614506	SP-501 Fax Stamp Unit	48	76.94%	\$ 11.00
4614511	Spare TX Marker Stamp 2	27	77.36%	\$ 6.00
<b>I-OPTION ACCESSORIES:</b>				

A4MMWY1	SC-508 Security Kit (Copy Guard/Password Protect)	1,225	70.48%	\$ 361.57
7640014723	Innovolt Power Manager 15Amp	275	72.68%	\$ 75.00
XGPCS15DKM	ESP Diagnostic Power Filter 120V/15A	275	71.27%	<u>79.00</u>
A68VWY1	UK-208 Wireless LAN Upgrade Kit	\$ 260.00	62.31%	\$98.00
7640013463	CS-1 Convenience Stapler	317	75.55%	\$ 77.48
A161192000	Stylus Pen for INFO-Palette Series	30	33.33%	\$ 20.00
7640015657	bizhub SECURE	250	0.00%	\$ 249.99

**Maintenance Plans**

**Two Optional Maintenance Plans are offered. (CPC or FLAT RATE) Member has the FLEXIBILITY to select either the Cost per Copy Option**

**or**  
**Member may select the Flat Rate Option (which ever is the most advantageous) FLAT RATE OPTIONS (UNLIMITED B&W COPIES) do not include Color Copies. If applicable, color copies will be charged at the rates listed on the pricing below.**

Basis of Plan	Description	MSRP \$	% Discount	Mo have \$
<b>Cost Per Copy</b>	Color Prints	\$0.12	58.17%	\$ 0.0502
	Black & White	\$0.02	53.20%	\$ 0.0094
<b>Monthly - Flat Fee</b>	Only Pay for the copies you make			
	Service plans all inclusive			
	includes all supplies (paper excluded)			
	Black only (color excluded)	\$52.50	48.00%	\$ 27.30
<b>Quarterly - Flat Fee</b>	Black only (color excluded)	\$157.50	48.00%	\$ 81.90
	Black only (color excluded)	\$315.00	48.00%	\$ 163.80
<b>Semi-Annual - Flat Fee</b>	Black only (color excluded)	\$630.00	48.00%	\$ 327.60
	Black only (color excluded)			
<b>CONSUMABLES</b>				

Motave Quote:



KONICA MINOLTA  
**Advantage CPC Maintenance Contract**

Sold To: (legal name) <b>Name:</b> <u>City of Glendale FD 158</u> <b>Account Number:</b> _____			Ship To: <b>Name:</b> <u>Same</u> <b>Account Number:</b> _____		
<b>Address Line 1:</b> <u>FIRE Special Events</u>			<b>Address Line 1:</b> <u>FS158</u>		
<b>Address Line 2:</b> _____			<b>Address Line 2:</b> _____		
<b>Street Address:</b> <u>6829 N. 58th DR</u>			<b>Street Address:</b> <u>6861 N. 83rd Av</u>		
<b>City:</b> <u>Glendale</u>		<b>State:</b> <u>AZ</u>	<b>City:</b> <u>Glendale</u>		<b>State:</b> <u>AZ</u>
<b>Zip:</b> <u>85301</u>			<b>Zip:</b> <u>85303</u>		
<b>Tax Exemption:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Certificate required)			<b>Tax Exemption Number:</b> _____		
<b>PO Required:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy required)			<b>PO Number:</b> <u>None</u> <b>PO Expiration Date:</b> _____		

**Advantage CPC Maintenance Plan**

**Cost Per Copy**  
 With Supplies  Without Supplies - Purchased Separately

**Effective Date:** 90 DAY WARRANTY

**Billing for CPC contract:**  Monthly  Quarterly  Annually  
**Contract Term (Months):**  12  24  36  48  60

**Overages billed:**  Monthly  Quarterly  Annually

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1	Bizhub C224e		C			\$ 0.05020		\$ 0.05020
			B/W		Unlimited	N/A	\$27.30	\$ -
2			C					
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Maintenance includes all supplies including toner, staples, repairs. Purchase order not required. Total annual bill will be \$327.60 plus any color copies.

Plan will begin 90 DAYS after Delivery

Customer's signature below acknowledges receipt and consent to KMBS Advantage Maintenance Terms and Conditions "Schedule A" dated 02-01-10. Not binding on KMBS until signed by KMBS Manager.

**Customer Name:** LIS CORTES **KMBS Representative:** Chip Ryan **Date:** 12-21-15

**Signature:** [Signature] **KMBS Manager:** [Signature] **Date:** 12-21-15

**Title:** MGMT. ASSISTANT

New Customer  Maintenance w/ Equipment Order  Maintenance Only  Maintenance Billed by KMBS  Maintenance Billed by Lease Company  Dealer Service

**PE #:** \_\_\_\_\_ **Agreement #:** 10-KMBS-0127 **Customer Code 1:** \_\_\_\_\_

**Promotion #:** \_\_\_\_\_ **Price Plan #:** 40038415 **Customer Code 2:** \_\_\_\_\_

**Subject #:** \_\_\_\_\_ **Customer Code 3:** \_\_\_\_\_

**Key Operator Contact:** Lis Cortes **Phone:** 623-830-4485 **Email Addr:** lcortes@glendaleaz.com

**Meter Read Contact:** Same **Phone:** \_\_\_\_\_ **Email Addr:** \_\_\_\_\_

**Accounts Payable Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email Addr:** \_\_\_\_\_

**Special Instructions:** Purchase order not required.

**Additional Documents Attached:**  
 Price Exception  Tax Exempt Certificate  
 Purchase Order  Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
<b>Originating:</b>	<u>9416847</u>	<u>Chip Ryan</u>	<u>chip.ryan@kmb.konicaminolta.us</u>
<b>Order Taking:</b>	<u>9416847</u>	<u>602-798-7341</u>	
<b>Servicing:</b>	<u>9416847</u>		

**Contract Processed:**  Windsor, CT  Branch **Ph#** \_\_\_\_\_ **(Branch Name)** \_\_\_\_\_ **Sales District:** 94109

A4MMWY1	SC-508 Security Kit (Copy Guard/Password Protect)	1,225	70.48%	\$ 361.57
7640014723	Innovolt Power Manager 15Amp	275	72.68%	\$ 75.00
XGPCS15DKM	ESP Diagnostic Power Filter 120V/15A	275	71.27%	79.00
A68VWY1	UK-208 Wireless LAN Upgrade Kit	\$ 260.00	62.31%	\$98.00
7640013463	CS-1 Convenience Stapler	317	75.55%	\$ 77.48
A161192000	Stylus Pen for INFO-Palette Series	30	33.33%	\$ 20.00
7640015657	bizhub SECURE	250	0.00%	\$ 249.99

**Maintenance Plans**

Two Optional Maintenance Plans are offered. (CPC or FLAT RATE)  
 Member has the FLEXIBILITY to select either the Cost per Copy Option  
 or  
 Member may select the Flat Rate Option (which ever is the most advantageous)  
 FLAT RATE OPTIONS (UNLIMITED B&W COPIES) do not include Color Copies.  
 If applicable, color copies will be charged at the rates listed on the pricing below.

Basis of Plan	Description	MSRP \$	% Discount	Mohave \$
Cost Per Copy	Color Prints	\$0.12	58.17%	\$ 0.0502
	Black & White	\$0.02	53.20%	\$ 0.0094
CONSUMABLES	Only Pay for the copies you make Service plans all inclusive			
	includes all supplies (paper excluded)			
	Monthly - Flat Fee	\$52.50	48.00%	\$ 27.30
	Quarterly - Flat Fee	\$157.50	48.00%	\$ 81.90
Semi-Annual - Flat Fee	Black only (color excluded)	\$315.00	48.00%	\$ 163.80
	Black only (color excluded)	\$630.00	48.00%	\$ 327.60

*Maintenance*

## Order Package Acceptance Agreement

Customer Name/Address:

CITY OF GLENDALE FIRE - SPECIAL EVENTS 6829 N. 58TH DRIVE GLENDALE, AZ 85301
--

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00276027 time stamped 12/21/15 04:10 PM).

This Order Package is governed by the terms and conditions of the Master Agreement contract between Konica Minolta Business Solutions U.S.A., Inc. and MOHAVE EDUCATIONAL SERVICES COOP, dated 01/27/2011 terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

**Authorized Customer Representative**

Name: Lis Cortes  
(Please Print)

Signature: See Attached

Title: mgmt assistant

Date: 12-21-15

**KMBS Representative**

Name: Chip Ryan  
(Please Print)

Signature: Chip Ryan

Date: 12-21-15

**KMBS Manager**

Name: Dan Schmidt  
(Please Print)

Signature: [Signature]

Date: 12-21-15



KONICA MINOLTA

**SCHEDULE A**

**KMBS MODIFIED SALES TERMS AND CONDITIONS  
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESCO)**

The following terms and conditions shall apply should the Customer elect to purchase equipment outright:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. **NO CASH PAYMENTS ACCEPTED.** Accepted manners of payment are by major credit card or checks made payable to KMBS.
2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.
3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.
4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



KONICA MINOLTA

**SCHEDULE A**

**KMBS MODIFIED SALES TERMS AND CONDITIONS  
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESCO)**

5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. [REDACTED]
6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor disputes, or any other occurrence beyond its reasonable control.
7. **SEVERABILITY:** If any provision of 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 of this Agreement.
8. **WAIVER:** Failure by KMBS 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 KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.
10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
11. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.



KONICA MINOLTA

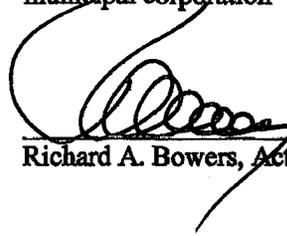
**SCHEDULE A**  
**KMBS MODIFIED SALES TERMS AND CONDITIONS**  
**for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)**

12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first-class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures 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 or 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.

14. **ENTIRE AGREEMENT:** The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supercedes 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 only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

CITY OF GLENDALE, an Arizona  
municipal corporation



Richard A. Bowers, Acting City Manager

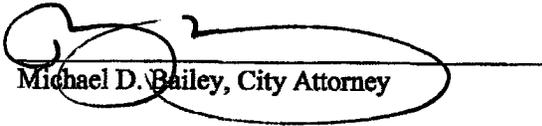
ATTEST:



Pamela Hanna, City Clerk

(SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney



KONICA MINOLTA

**SCHEDULE A - 1**

**KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS  
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)**

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to of acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. **NO CASH PAYMENTS ACCEPTED.** Accepted manners of payment are by major credit card or checks made payable to KMBS.
  
2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each "8 1/2 x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.
  
3. **SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the then billable rate of KMBS.
  
4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous



KONICA MINOLTA

**SCHEDULE A - 1**

**KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS  
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESCC)**

maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.
  
6. **SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, if this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 pm., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.
  
7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.
  
8. **vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis).
  
9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.
  
10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not



KONICA MINOLTA

**SCHEDULE A - 1**

**KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS  
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)**

continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. **AUTOMATIC RENEWAL:** Intentionally deleted.

12. **ESCALATION:** Intentionally deleted.

13. **EARLY TERMINATION CHARGE:** In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

14. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

15. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.



KONICA MINOLTA

**SCHEDULE A - 1**

**KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS  
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)**

17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
18. **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, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona, consents to jurisdiction in that forum.
21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.



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**SCHEDULE A - 1**

**KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS  
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)**

- 22. WAIVER & SEVERABILITY:** Failure by KMBS 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 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 of this Agreement.
- 23. ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures 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 or 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.
- 24. SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in <http://www.mykmbs.com> for Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.



KONICA MINOLTA

**SCHEDULE A - 1**

**KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS  
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)**

**25. ENTIRE AGREEMENT:** The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, 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 only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

**26. DIGITAL SUPPORT SERVICE (DSS):** If this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. and 6:00 p.m., Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network / computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis. The monthly rate for DSS is \$10 per serial number.