

**IMAGING OFFICE SYSTEMS, INC.**  
**Hardware Maintenance Support Terms and Conditions**

Imaging Office Systems, Inc. ("IOS") and you, the customer ("Customer") agree that the following terms and conditions will apply to the provision of services by Imaging Office Systems, Inc. for the products defined below.

The term of the Agreement between Customer and IOS shall be for one year, unless otherwise specified in writing.

The terms and conditions set forth below plus the description of services and charges contained in the IOS invoice and the provisions of this document shall govern the relationship between the parties. Any additional or inconsistent terms and conditions included in the Customer's purchase orders shall be deemed null and void and of no effect.

**Customer Responsibilities:**

1. Provide initial problem-solving assistance to site users.
2. Coordinate all requests for assistance and act as liaison with IOS service personnel.
3. Perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by IOS.
4. Perform preventative end user maintenance procedures as defined in the individual Products' user's manual.
5. Supply consumable items (such as glass, lamps, feed rollers or other components that are replaced due to normal wear and/or as specified in the relevant manufacturer's manual(s).
6. Provide service personnel with immediate access to the Products when service is requested.
7. As necessary, supply and maintain remote access communications approved by IOS which satisfies the respective Product specifications.
8. Keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Product.
9. Ensure that the technical contacts be trained and knowledgeable (of the current release) in the use of all applicable software.
10. Contact IOS prior to attempting to install any new releases or updates to product.

**How to Obtain Service:**

To obtain service, Customer should contact Imaging Office Systems, Inc. Customer Support Center at 1-800-560-5630 or email at [technical@imagingoffice.com](mailto:technical@imagingoffice.com) and provide the Product's System number or serial number and a description of the problem. IOS will then provide the Customer with a confirmation number and provide one or more of the following types of service based on need and type of equipment:

**Types of Service and Support Provided:**

1. **Telephone Support.** IOS will provide toll-free telephone (800-560-5630) support from 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time.
2. **Remote Software Support.** IOS will provide remote access support provided the Customer site has ready access to the Internet, from 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer Local Time after a request by the customer.
3. **Canon CR Series Depot Service:** IOS will ship a replacement unit via UPS 2<sup>nd</sup> day delivery within 24 hours of determination that a loaner unit is required. If overnight shipment is requested, the expense will be borne by the customer. Customer will repack the defective unit using the container in which the replacement unit was received and return to IOS via UPS 2<sup>nd</sup> day delivery. If customer fails to ship defective unit within 24 hours of receipt of the replacement unit, a \$75.00 per day rental charge will apply for each day thereafter until the unit is received by IOS. After the Customers unit is repaired the shipping process is reversed. This agreement covers all parts and labor up to the recommended annual duty cycle as defined by the manufacturer, with the exception of the Central Processing Unit Printed Circuit Board and consumable items.
4. **Canon, Kodak and Fujitsu Document Scanner Service:** An IOS or an IOS approved 3<sup>rd</sup> party technician will be dispatched onsite upon determination the unit needs to be serviced. One preventative maintenance call per year per machine will be provided with the contract coverage. This agreement covers all parts and labor up to the recommended annual duty cycle as defined by the manufacturer excluding consumable items.
5. **Scan Pro Series Depot Service:** Upon determination that the unit needs to be repaired IOS will send a shipping container to the customer. Customer will ship the defective unit using the container and return to IOS via UPS 2<sup>nd</sup> day delivery with the shipping label provided by IOS. IOS will make repairs and ship the unit back to the customer. If customer fails to ship the shipping container back to IOS within 24 hours of receipt of the repaired unit, a \$50.00 per day rental charge will apply for each day thereafter until the shipping box is received by IOS. This agreement covers all parts and labor up to the recommended annual duty cycle as defined by the manufacturer except consumable items and glass parts.

6. **Canon MS Series Service:** An IOS technician will be dispatched onsite for units needing repaired. This agreement covers all parts and labor up to the recommended annual duty cycle as defined by the manufacturer excluding consumable items.

**Limitations:**

1. If in the opinion of IOS, individual items of Hardware can no longer be properly or economically maintained to manufacturer's published standards of performance, IOS shall provide the Customer with an estimate of reconditioning charges for such Equipment and/or the costs of upgrade for such Hardware and the Customer agrees to pay those charges and make the Equipment and/or Hardware available. Failure on the part of the Customer to make such Equipment and/or Hardware available shall relieve IOS from any further liability for maintaining the Equipment and/or Hardware and IOS shall not be responsible for any Equipment and/or Hardware failure directly attributed to the need for such reconditioning and/or upgrade.
2. This agreement specifically excludes the replacement of parts damaged by staples, paper clips, or any other non-paper foreign object not removed by operator; service caused by attachments or supplies that are not manufacturer approved; repair if damage is from an accident, transportation, neglect, theft, fire or water damage; service connected with relocation the Equipment; problems relating to or caused by the operating environment including electrical power, heating, air conditioning, and humidity which are not within IOS's control; service performed by personnel other than those of IOS.
3. Updates to software and hardware products will be provided to the Customer upon request. However, the terms and conditions set forth in this document do not include installation of hardware or software updates or version upgrades, or the labor to correct or repair improperly installed updates or upgrades performed by the customer.
4. IOS will use commercially reasonable efforts to provide for software support outside of Agreement Hours for emergency repair of a non-operational software system, however on-site hardware service outside of Agreement hours will be billed at prevailing IOS Per-Call Overtime rates.
5. Service will not be provided on holidays.

**Notes:**

1. The hardware charges under this Agreement are based on single shift/usage of the equipment; five (5) days per week, (8) hours per day. If the number of shifts/usage increases, Customer shall notify IOS of such increase immediately and the Customer shall be invoiced for an amount equal to the then current rate per shift/usage for each additional shift/usage. Each additional shift or any portions thereof, shall be deemed an additional shift/usage, and Customer shall be liable for the same.
2. IOS warrants that the services provided hereunder shall be provided by trained personnel in accordance with industry standards. IOS's warranties under this Agreement are in lieu of all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose.
3. IOS shall not be responsible for delays beyond its control in providing service and/or parts.
4. Hardware maintenance provides support and repair for hardware components included with system. Hardware maintenance is not an extension or replacement for the warranty period; rather runs concurrently with the warranty period.
5. Maintenance Renewals. 30-90 Days prior to the expiration of this Agreement, Customer will be sent an invoice for the renewal of this agreement. That invoice will represent an offer for the same level of coverage as the current Agreement at the then prevailing rates. Payment of this invoice will be considered Customer's acceptance of coverage for the new contract term.
6. Limit of Liability. Imaging Office Systems' liability in case of non-performance herein is limited to the annual support renewal charge.
7. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of the maintenance service, superseding all previous proposals, oral or written.