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On-site Managed Service Agreement

This On-site Managed Service Agreement ("Agreement") is made and entered into by and between Customer Legal Name, located at Customer Address ("Customer") and Konica Minolta Business Solutions U.S.A., Inc. located at 100 Williams drive Ramsey, N.J. 07443 ("Konica Minolta").

The signatures below constitute acceptance of the following Schedules which are incorporated into this Agreement:

Schedule A: Scope (page 2)
Schedule B: Terms & Conditions (page 3)
Schedule C: Invoicing Parameters (page 7)

Konica Minolta Business Solutions U.S.A., Inc.

Signature:

Print Name:

Title:

Date:

Customer Legal Name

Signature:

Print Name:

Title:

Date:

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Schedule A: Scope

- Intro/ Overview
- Location(s) of Service
- Effective Date/ Term/ Option years, etc.
- Description of Service to be provided
- Base Staffing (# personnel/ job title)
- Hours/ days of operation
- Base monthly labor charge –(Invoiced in advance)
- Charges for additional labor (if any)
- Description of fixed assets to be provided by Customer (if any)
- Description of Miscellaneous items to be provided by Customer (if any)
- Additional Labor Rates
- Hourly or flat rate for additional Service/ personnel (if any)
- Hourly rate for Weekend overtime
- Any Service not identified in this Schedule shall be charged at rates in accordance with DIR-CPO-4439 Appendix C, Pricing Index.

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Schedule B: Terms and Conditions

USE & INCLUSIONS

1. STAFFING: Konica Minolta will provide the base staff configurations for the hours of operation as specified in Schedule A. Konica Minolta will be solely responsible for the selection and supervision of the employees who provide the On-site Managed Service ("Service"). Konica Minolta reserves the right to hire temporary workers or subcontractors as Konica Minolta deems advisable in order to perform the Service. Konica Minolta's decision to hire temporary workers or subcontractors does not relieve Konica Minolta of its responsibilities as detailed in this Agreement.

2. SPACE, UTILITIES AND OFFICE SUPPLIES:
    a. Customer will at its sole expense provide adequate electrical service, telephone service, custodial service air ventilation, heating and cooling systems for all Konica Minolta and Customer provided equipment used by Konica Minolta to perform the Services. 2.2 Customer shall provide the office supplies (such as paper clips, staples, staplers, tape, etc.) and the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that Customer and Konica Minolta mutually agree is necessary for providing Service.
    b. Customer shall provide Konica Minolta access to its network and the Internet so that Konica Minolta may maximize real-time reporting and provide enhanced copy submission facilities to Customer. Access to any network drives will be negotiated as needed and appropriate to the Service being provided. Customer must also provide adequate power outlets and circuits for all equipment.
    c. Customer may request Konica Minolta to relocate the location or locations from which Konica Minolta performs the Service. Any such relocation will be at Customer's expense.

3. COVENANT NOT TO HIRE OTHER PARTY'S PERSONNEL: Customer agrees that during the term of this Agreement, Customer shall not recruit or retain an employee, subcontractor of Konica Minolta.

4. BUSINESS PURPOSE: Customer warrants and represents that the Service acquired under this Agreement will be used for business purposes only. Customer also warrants that Service will be used directly by the Customer and will not be made available for resale without the express written consent of Konica Minolta.

GENERAL

5. PRICING: Shall be in accordance with DIR-CPO-4439 Appendix C, Pricing Index.

6. PAYMENT:

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a. Will be in accordance with DIR-CPO-4439 Appendix A Standard Terms and Conditions, Section 8, Pricing, Purchase Orders, Invoices, and Payments.
b. Customer will receive invoices pursuant to Schedule C of DIR-CPO-4439 Appendix I and in accordance with DIR-CPO-4439 Appendix A Section 8, Pricing, Purchase Orders, Invoices, and Payments. Invoicing for the Service will be as follows:
    i. the Service Base Monthly Labor charge as identified in Schedule A will be invoiced monthly;
    ii. Overtime charges will be invoiced monthly in arears.

7. DEFAULT: Shall be in accordance with DIR-CPO-4439 Appendix A Standard Terms and Conditions, Section 11 Contract Enforcement.

8. REMEDIES AND COLLECTION: Accounts that are past due are subject to a suspension of Service.

9. TERMINATION: Shall be in accordance with DIR-CPO-4439 Appendix A Standard Terms and Conditions, Section 11 Contract Enforcement, B Termination.

10. BREACH: Shall be in accordance with DIR-CPO-4439 Appendix A Standard Terms and Conditions, Section 11 Contract Enforcement.

11. SELLER'S AGENTS: Customer acknowledges that it has been advised that no agent, employee, or representative of Konica Minolta has any authority to bind Konica Minolta to any affirmation, promise, representation, or warranty concerning the Service therefore, 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 Konica Minolta.

12. ASSIGNMENT: Customer may not assign this Agreement, without Konica Minolta express written consent. Konica Minolta may assign, without notice to Customer, any of its rights under this Agreement in accordance with DIR-CPO-4439 Appendix A Standard Terms and Conditions Section 4 General Provisions, D. Assignment.

13. NOTICE: All notices required to be given under this Agreement shall be in writing via electronic mail (email) to the parties as follows:
    a. To Customer at the address on the first page, unless otherwise noted in this Agreement.

Attn:
Contract Administration
masteragreements@kmbs.konicaminolta.us

LEGAL

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14. RISK OF LOSS: Customer shall bear all risk of loss of Service not caused by Konica Minolta.

15. INDEMNIFICATION: Shall be in accordance with DIR-CPO-4439 Appendix A Standard Terms and Conditions, Section 10. Vendor Responsibilities.

16. WARRANTIES: KONICA MINOLTA WARRANTS THAT THE SERVICE WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY APPLICABLE INDUSTRY STANDARDS AND SCHEDULE A OF THIS AGREEMENT. KONICA MINOLTA MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICE, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AND To Konica Minolta, EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

17. REMEDY LIMITATIONS:

    a. KONICA MINOLTA'S SOLE LIABILITY (AND CUSTOMER'S EXCLUSIVE REMEDY) FOR ANY BREACH OF WARRANTY SHALL BE FOR KONICA MINOLTA TO RE-PERFORM ANY DEFICIENT SERVICE. KONICA MINOLTA SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (I) IF NOTIFIED OF SUCH CLAIM MORE THAN 30 DAYS AFTER INCEPTION OF SERVICE OR (II) IF THE CLAIM IS THE RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE, OR THE ACTIONS OF CUSTOMER OR A THIRD PARTY. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, TRANSMISSION ERRORS, LOSS OR CORRUPTION OF DATA OR INFORMATION OF ANY KIND, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES, FOR ANY PROVEN BREACH OF THIS AGREEMENT. THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. THE AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CUSTOMER TO KONICA MINOLTA IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY, PROVIDED THAT IF THE CLAIM ARISES BEFORE TWELVE (12) MONTHS HAVE LAPSED KONICA MINOLTA'S MAXIMUM LIABILITY SHALL NOT EXCEED THE AVERAGE MONTHLY SUM PAID UNDER THIS AGREEMENT. IN NO EVENT WILL KONICA MINOLTA BE LIABLE FOR MORE THAN ONE HUNDRED DOLLARS ($100) PER DOCUMENT, ENVELOPE, PACKAGE, OR SUPPLY THAT IS PROVEN TO HAVE BEEN IN KONICA MINOLTA'S CARE, CUSTODY AND CONTROL IN THE EVENT OF PHYSICAL LOSS, DAMAGE, OR DELAY IN

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DELIVERY, NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY.

18. APPLICABLE LAW: This Agreement shall be governed in accordance with DIR-CPO-4439 Appendix A Standard Terms and Conditions, Section 4 General Provisions, F. Choice of Law.

19. FORCE MAJEURE: Shall be in accordance with DIR-CPO-4439 Appendix A Standard Terms and Conditions, Section 11 Contract Enforcement. C Force Majeure.

20. WAIVER AND SEVERABILITY: Failure by Konica Minolta to enforce any provision of this Agreement or failure to exercise those rights or elections provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way impact Konica Minolta'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 severed from this Agreement and shall not impact the validity and enforceability of the remaining provisions of this Agreement.

21. USE OF PURCHASE ORDERS: Customer agrees that any purchase order or other Customer documentation issued to Konica Minolta funding the Service shall be issued for the purpose of authorization and will be in accordance with DIR-CPO-4439 Appendix A Standard Terms and Conditions, Section 4 General Provisions. B. Modification of Contract Terms and/or Amendments.

22. CONFIDENTIALITY
    a. "Confidential Information" means to, the extent allowable by the Texas Public Information Act, any information provided by the disclosing party (the "Disclosing Party") to the receiving party ("Receiving Party") in tangible or intangible form; provided, that such information is conspicuously marked "Confidential".
    b. The Receiving Party may use or disclose the Disclosing Party's Confidential Information only where such use or disclosure is necessary to perform its obligations under this Agreement. Konica Minolta and Customer agree to use reasonable care (the same being not less than that employed to protect its own proprietary information of like importance which it does not desire to have published or disseminated) to safeguard Confidential Information and shall not at any time, or in any manner, either directly or indirectly, divulge, disclose or communicate Confidential Information to any third party.
    c. Confidential Information shall not include any information, however designated, that: (a) is or becomes known publicly through no fault of the Receiving Party; (b) is learned by the Receiving Party from a third party whom the Receiving Party believes in good faith is entitled to disclose it; (c) is already known to the Receiving Party before receipt from the Disclosing Party as shown by the Receiving Party's written records; or (d) is

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independently developed by the Receiving Party as shown by the Receiving Party's written records.

d. Where the Receiving Party is required to disclose Confidential Information pursuant to a lawful order of a court of competent jurisdiction, administrative agency or other governmental authority, the Receiving Party shall promptly notify the Disclosing Party of the proceeding to allow the Disclosing Party an opportunity to obtain a protective order or equivalent.

e. All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving Party of any license or other rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks, or other intellectual property rights.

23. ORIGINAL DOCUMENT: Customer agrees that: (a) facsimile or electronic signatures shall be accepted as original signatures; and (b) this Agreement may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of this Agreement nor 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. ENTIRE AGREEMENT: This is the entire agreement between Customer and Konica Minolta concerning the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to Services outlined in the Schedule A of DIR-CPO-4439 Appendix I Onsite Managed Services Agreement in so much as it does not conflict with DIR-CPO-4439 Contract Section 1 Introduction, C. Order of Precedence 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. This Agreement will not be effective until accepted by an authorized representative of Konica Minolta and by Customer.

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Schedule C: Invoicing Parameters

Invoicing Options

Option 1: ☐ Invoice Service on Konica Minolta maintenance invoice

Option 2: ☐ Invoice Service separately from maintenance as noted below:

Tax Exempt (Include Certificate) ☐ P.O. (Include Copy) N/A

Payer:

Customer Legal Name
Recipient Name and Title
Street Address
City
State
Zip
Phone
Email Address

Invoice Formats (Select all that apply):

☐ Individual Invoices
☐ Summary: Choose Sort
☐ Excel Spreadsheet: Choose Sort

Customer Codes/Accounting Codes – e.g. cost centers, activity groups (optional)

Code Name 1: _____

Format/looks like: _____

Code Name 2: _____

Format/looks like: _____

Code Name 3: _____

Format/looks like: _____

Code Name 4: _____

Format/looks like: _____

Comments: _____