

## KEY BUSINESS SOLUTIONS TERMS AND CONDITIONS

- A. **PRODUCT:** Product and Software Warranty Limitation. If you have any problems with this equipment after installation, Key Business Solutions ("Dealer") will promptly repair or replace this equipment at our option. Dealer will be responsible for the cost of the material and labor necessary to repair or replace this equipment. Consumable parts such as ink, meter tape, seal solution or parts worn out due to extraordinary use of the equipment are not covered under the rental agreement. Dealer warrants Software to be free from defects in material, workmanship or programming for 90 days after installation. Software is programmed with carrier rates & calculating methods which can be specific to a carrier or a government agency. If a carrier or agency change their rates or methods within the first 90 days after installation Dealer will update or replace the affected Software. After the 90 day warranty period on updating the Software is over, all updates and replacements will be chargeable.
- B. **SCOPE OF SERVICES:** The charges established by this Agreement include payment for maintenance performed by Dealer during normal business hours: inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by Dealer. Customer must separately purchase supplies, paper and staples. It is understood that the scope of services shall include only those items checked and initialed by the Customer on the face page of this Agreement. No other services shall be expected or required. Operator Error Calls and Computer Network problems are not included in the Scope of Services.
- C. **STANDARD TERMS:** Installation of equipment. You are responsible for suitable power sources, access & space for installation according to our specifications.
- Assignment of your rights or obligations under this Agreement, has to be approved by Dealer to make sure that there is no increase in our risk of doing business.
  - Dealer is in no way liable for incidental or consequential damages for nonperformance of any obligations under this agreement.
  - This is the entire agreement between us. No statements or prior understandings, even if reduced to writing, or other documents are effective if they are inconsistent with this Agreement, or if they obligate us in any way beyond what is written here. Any terms or any other documents which add to, vary from, or conflict with these terms are hereby objected to. Payment terms will be specified on face of invoice.
  - We will make every reasonable effort to deliver the equipment as soon as possible, but cannot guarantee a specific delivery date.
  - This order becomes a mutually binding Agreement when we install the equipment, with the following exceptions: in a Customized Equipment Transaction your order is binding when accepted and scheduled at our home office; and when you intend to pay for any equipment, whether customized or not, in more than one installment, your order is accepted at time of installation when our home office has given expressly waived credit approval.
  - By signing this Agreement, you have created a security agreement. To protect our right to the equipment, we may file a copy of this Agreement as a financing statement with the appropriate State authorities. You also represent that you are financially solvent and able to pay for this equipment when you are invoiced for it, according to the term of payment on the invoice.
  - In the unlikely event we have to collect payments due from you beyond invoicing we can hold you responsible for interest at the maximum lawful rate from the due date of a payment, costs of collection, and reasonable attorney fees. Checks returned by our bank shall be considered past due and will be assessed a service charge of \$25.00 plus applicable taxes.
- D. **PAYMENT:** Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due. Dealer may cease performance under this Agreement if Customer is in breach under this or any other Agreement with Dealer. If it is necessary for Dealer to proceed legally to enforce this Agreement, Customer agree to pay, in addition to any award, all costs, including attorneys fees incurred.
- E. **ADVANCE INSPECTION:** Dealer reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
- F. **REMEDIAL MAINTENANCE:** During the term of this Agreement, Dealer agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Dealer is notified by Customer during the term of the agreement that the equipment is not in good working condition, Dealer will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, Dealer will promptly provide a quote for the appropriate part(s). Dealer normal service hours are 8:00 a.m. to 5:00p.m. Monday thru Friday, excluding holidays. Dealer may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than Dealer's normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may be used and/or reconditioned. Parts that have been replaced will remain the property of Dealer.
- G. **SERVICE LIMITATIONS:** Customer agrees Dealer will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) failure of improper network or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (viii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If Dealer provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at Dealer's then current rates for labor and parts. Customer agrees that Dealer will not be required to make adjustments, repairs, or replacements if Dealer is not provided reasonable access to the Equipment.
- H. **TONER, INK, TAPES & SEALING SOLUTION:** Inclusive contracts are based on manufacturer supply consumption rates. Dealer will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Supplies may be OEM original or non-OEM at the discretion of Dealer. At the conclusion of this Agreement all unused supplies must be returned or additional charges shall be incurred.
- I. **RELOCATION:** Customer agrees to keep the Equipment at the installation location and not move it from that location without prior written consent of Dealer. Customer agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new position or location, Dealer shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate.
- J. **CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, shipping and handling fees etc., (where applicable).
- K. **LIABILITY LIMITATION:** Dealer's total liability is limited to repair and maintenance of the covered Equipment. Dealer will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. Dealer will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by Dealer as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, telephone or power, or the inability to obtain parts or supplies. In no event shall Dealer be responsible for lost data, lost profits, damages, or incidental or consequential damages. Dealer's sole liability shall be limited to the amount Customer has paid Dealer pursuant to this Agreement.
- L. **TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Dealer's gross or net income.
- M. **DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with Dealer within ten (10) days of when due or (ii) breaches any other term or condition included in this agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Dealer may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this Agreement without advance notice.
- N. **NOTICES:** Notices required under this agreement shall be written and sent to Dealer at: 2000 E Randol Mill Rd STE 610 Arlington Texas 76011 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark.
- O. **JURISDICTION:** This agreement shall be interpreted and enforced according to the laws of the State of Texas.
- P. **INDEMNITY:** With respect to, arising from, or in connection from this agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Dealer and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of Dealer or its agents, representatives or employees.
- Q. **METER READINGS:** Customer agrees to provide Dealer with accurate meter readings based on the billing term on the front of this Agreement, or if mutually agreed upon, to provide Dealer with timely access to all Equipment so that Dealer may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Dealer reserves the right to estimate the meter reading from previous meter readings. Customer agrees and consents that Dealer may obtain meter readings via remote access and grants Dealer the right to do so. 11" x 17" counts as two 8 1/2" x 11" single sided copies.
- R. **RENEWAL/TERMINATION:** Length of term of the agreement is established on the front of this agreement under the "length of term" area and is established on the date of installation of the equipment. This Agreement may not be terminated early without possible penalty. This Agreement may be terminated at the end of the agreed upon period by written notice by either party, no less than ninety (90) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Customer. If you fail to notify Dealer of your intent to exercise any option, as required herein, this Agreement shall automatically renew at the then current rates in effect. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, labor or usage. This agreement is subject to acceptance by Dealer and will remain in force until cancelled as stated above. Dealer reserves the right to cancel this contract at its discretion upon five (5) days written notice.
- S. **ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the customer to any further owners of the covered Equipment.
- T. **CONFIDENTIALITY CLAUSE:** Dealer recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Dealer agrees to use its best efforts to treat Customer Information on a confidential basis. Dealer agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information.
- U. **PRICE PROTECTION:** The rental charges shown above are those currently in effect, and will remain in effect for the "length of term" of the agreement. All charges are subject to change at that point on. If the charges are increased after the "length of term" by more than 10% the Customer may terminate this agreement on the effective date of such increase, otherwise the new charges shall become effective.
- V. **PROPERTY OF DEALER:** The equipment is, and shall remain, the property of Dealer, and the customer shall have no right, title or interest therein except as set forth herein, and the equipment shall remain personal property even though installed in or attached to real property. A copy of this agreement may be filed with appropriate state authorities at any time by the Company as a Financing statement in order to perfect the company's security interest. Such filing does not constitute acceptance of this agreement by the Company.
- W. **PROVISIONS AS TO USE:** The equipment shall at all times be kept by the customer at the place of business listed above and not elsewhere without the written consent of Dealer. In the event of failure by the customer to pay rental on any afore-mentioned items when due, or upon demand of the Company or the issuance of any writ or process in any proceedings against the Customer, whereby the equipment may be levied or attached, the Company may terminate this agreement and shall have the right to enter upon any premises where the equipment may be and repossess it without legal process, and in such event the Customer shall pay upon demand of the Company, accrued rental up to such date of repossession. In the event that the equipment is repossessed due to any fault under this paragraph subsequent to the expiration of the period ending twelve months immediately following installation of the equipment, the customer forfeits the 1x installation set-up fee. Upon the termination of this agreement, the Customer will deliver the equipment to Dealer in good condition except for normal wear and tear.
- X. **RISK OF LOSS:** The risk of loss, injury or destruction of said equipment from any cause whatsoever, at all times subsequent to the delivery thereof, is hereby assumed by the Customer and such loss, injury or destruction shall not operate in any manner to release the customer from the obligation to make the payment aforesaid, and renewal extension at time of payment shall not release the Customer from any one or more of the terms of this agreement. The Customer will insure the equipment covered by this contract for its value for the benefit of the Company.
- Y. **ACCEPTANCE:** With respect to the equipment specified here, this agreement contains the entire agreement of the parties hereto, is intended by the parties as an agreement to rent and not sell, conditionally or otherwise, the equipment, supersedes any contract or agreement of prior date between the undersigned Customer and the Company and is subject to final acceptance by the Company, at its home office, in Arlington Texas. Customer will not without Dealer' prior written consent, assign, pledge, sublet, or bail the equipment.
- Z. **ASSIGNMENT:** Dealer may sell or assign all of its rights to the equipment and all monies due under this agreement. Upon notice of assignment of rights Customer will make all payments directly to the assigned Company.