

The following terms and conditions apply to the provision of services by Monk Office to the Customer during the term of this agreement.

### Equipment Services

**Service Coverage Hours:** Standard services under this agreement are provided during normal business hours 8am-4:30pm, Monday through Friday, exclusive of Statutory Holidays observed by Monk Office.

**Extended Coverage Services** outside of standard coverage hours may be available on a per-event charge.

**Equipment Services** provided under this agreement include labour and parts required to maintain covered equipment in a normal operating condition as set forth in the equipment specifications.

**Equipment Exchange** will be used for products where on-site support is not available, or a service loaner is required.

**Disclaimer:** Repairs and/or services that fall outside the scope of this agreement may be billed at prevailing hourly rates with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non-standard supplies, network services, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty, or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this agreement.

**Site Environment:** Customer shall be responsible to ensure the equipment is placed in a location that meets manufacturer's requirements, including space, power, network, temperature, and humidity. Electrical power must meet voltage, amperage, and electrical noise level requirements. Monk personnel will be granted reasonable and safe access to perform services when required.

**Prerequisite to service:** For equipment not previously under a continuous maintenance agreement, equipment must be in good working condition before the start of this agreement. Remedial service may be required to bring the equipment to proper operating standards and the labour and parts associated will be billed at prevailing rates. A quote will be provided for customer approval before work begins.

**Relocation and Move Preparation:** When requested, relocation services will be performed and billed at prevailing rates. Coverage at the new location is subject to service availability and acceptance by Monk Office.

**Initial Installation:** Physical installation, removal of packing material and initial setup of equipment will be performed by Monk Office using default configuration settings at the location specified by customer. Application of custom settings can be requested prior to installation. Monk Office reserves the right to assess additional charges depending upon the extent of custom setup requirements. Monk Office will provide initial installation services for up to 30 days following equipment placement. Installation services requested after 30 days are subject to prevailing service rates unless the connected care option is selected as part of this agreement.

**Connected Care(option):** Monk Office will provide extended installation services including, network diagnosis as it relates to the covered equipment, printer and scan driver installation and fax connectivity. Monk Office will include one move of equipment per year, inclusive of delivery, de-installation, and installation.

**Service Replacement:** Monk Office reserves the right to replace a device, at no additional cost to customer, with a comparable unit when repair of the original device is not practical or economically feasible.

**Colour Calibration and Management:** Routine and periodic colour calibration and management of production colour print profiles is not covered by this agreement.

**Additional Customer Requested Services:** Customer may request services be performed that are outside the scope of this agreement. Such services will be quoted and performed at agreed rates.

### **Supplies and Consumables**

**Consumable Supplies:** If a supplies inclusive option is selected, Monk Office will provide toner or ink for covered equipment on an as needed basis. Consumable supplies do not include staples or paper. For wide format equipment, preventative maintenance kits (PMK) are not included in the contract and must be purchased separately as needed. The consumable supplies provided are the property of Monk Office until they are consumed and are intended to be used exclusively in the covered equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire, or other mishap.

**Supply Source:** Genuine OEM (original equipment manufacturer) supplies or manufacturer approved supplies will be used under this agreement for Konica Minolta or Epson equipment. For non-Konica Minolta or Epson products, Monk Office will provide OEM or fully compatible toner and print cartridges for use in covered equipment.

**Supply shipping and handling:** Monk Office may charge a supply shipping and handling fee. Monk Office reserves the right to charge for expedited supply orders (i.e., overnight delivery) where requested by customer.

**Auto Supply Delivery (option):** If part of a managed services agreement, Monk Office requires a designated customer contact(s) to confirm supply shipments via email and maintain delivery address information via Monk Office.

### Data and Hard Drive Management

**Customer Data:** Monk Office shall not be liable for any claims, damages and cost relating to loss of data, disclosure of data due to acts or omissions of Customer, its' employees, end-user errors, or release of administrator password.

**Hard Drive Security (option):** If 'bizhub SECURE' or a comparable option has been ordered, Monk Office will provide advanced security services. These services include real-time hard-drive encryption (level 2 encryption – equivalent to current Department of Defense standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to customer policy).

### Professional Services

**Professional Services Projects:** When requested by the Customer, Monk Office can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at prevailing hourly or per-instance rates.

**Basic Production Services (BPS):** Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at prevailing rates. Additional end user training when requested can be provided and will be billed at prevailing rates.

## Meter and Related

**Meter Readings:** Customer agrees to provide Monk Office with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide Monk Office with timely meter reads, Monk Office reserves the right to estimate meter readings. Repetitive failure for customer to provide timely and accurate meter readings may result in the conversion of associated equipment to flat monthly fee billing.

**Billing Cycle:** Monk office reserves the right to adjust Monthly Cost Per Page billing to Quarterly or Annual billing when the average invoiced amount is less than \$25.00 per month.

**Definition of a Print:** Each 8.5"x11" image generated by the covered equipment is considered a 'print'. Larger paper sizes result in images that are a multiple of a single print based on length (17" =2 prints, 27" = 3 prints, 36" = 4 prints and over 36" =5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

**Electronic Meter Collection:** Monk Office offers PrintFleet and other network-based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, Monk Office will enable PrintFleet or network monitoring on capable equipment. Should Customer opt-out of utilizing PrintFleet, Monk Office reserves the right to assess an incremental invoicing fee not to exceed twenty-five dollars (\$25) per invoice.

**Fleet Device Monitoring:** If the Customer agrees to allow Monk Office to install and maintain server-based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, Monk Office reserves the right to suspend or terminate services under this agreement.

## Renewal and Maintenance

**Automatic renewal:** At the end of the initial term of this agreement, coverage will be extended for an additional one-year term at then prevailing rates, unless either party has provided notice pursuant to 'Termination' clause below.

**Customer Price Protection:** At the end of the first year of this agreement and once each successive 12-month period during the initial term, the maintenance base and usage charges will not increase by more than 6%.

**Aggregate Meter Billing** contracts' escalation will occur at the annual anniversary of the initial establishment of the usage pool.

**Auto Add of Equipment:** Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this agreement at pre-established price levels. The added device(s) will be covered under the terms of this agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting Monk Office.

### Payment and Termination

**Terms of Payments:** Payments are due 30 days from the invoice date. Customer shall be responsible to pay all applicable sales, use, personal property or other taxes when due.

**Remedies and Collection:** Accounts that are past due are subject to a suspension of services and may be subject to a monthly late fee based on 2% of the total amount due and reasonable recovery of costs associated with collections. Accounts that have a debit balance greater than sixty (60) days will be put on a service and supply hold; no order will be released until Monk Office has been paid or when a firm and confident commitment from Customer for payment of balances due has been received.

**Default:** Should Customer violate any aspect of this agreement including payment obligations, or in the event customer is insolvent and/or declares bankruptcy, Monk Office may suspend or terminate any or all portions of this agreement and may enter the Customer's premises to recover property or equipment owned by Monk Office.

**Termination:** During the term of this agreement or any renewal thereof, the Customer or Monk Office may provide the other party 30 day written notice of cancellation or intention not to renew with or without cause.