

# MEMPHIS COMMUNICATIONS CORPORATION

## PREVENTIVE MAINTENANCE AGREEMENT

### TERMS AND CONDITIONS

**THE MEMPHIS COMMUNICATIONS CORPORATION AGREES TO PERFORM PREVENTIVE MAINTENANCE SERVICE AND FURNISH NECESSARY REPLACEMENT PARTS ON THE EQUIPMENT LISTED BY MODEL AND SERIAL NUMBER AND FOR THE PREPAID FEES SHOWN SUBJECT TO THE FOLLOWING:**

1. **BASIC SERVICE** - THE EQUIPMENT WILL BE CLEANED, LUBRICATED AND ADJUSTED. ANY NECESSARY SUGGESTIONS TO THE OPERATOR WILL ALSO BE FURNISHED AT THE TIME SERVICE IS PERFORMED. ALL WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS (MONDAY - FRIDAY 8:30 am - 5:00 pm).

SERVICE UNDER THIS AGREEMENT INCLUDES REPLACEMENT OF ALL STANDARD PARTS TO MAINTAIN EQUIPMENT IN GOOD CONDITION AND LABOR NECESSARY TO MAKE SUCH REPLACEMENT OF PARTS AND TECHNICAL ADJUSTMENTS.

2. **CONSUMABLES-PARTS/SUPPLIES** - THIS AGREEMENT DOES NOT INCLUDE FURNISHING OR REPLACEMENT OF CONSUMABLE PARTS AND SUPPLY ITEMS, BUT NOT LIMITED TO THOSE LISTED, AS USED ON THE FOLLOWING SYSTEMS:

COPIER/FAX  
PAPER/TONER/DEVELOPER  
IMAGING UNITS,  
BRUSHES, BLADES, DRUMS  
ROLLERS,  
FLUIDS, FILTERS,  
TONER BAGS,  
STAPLES

COMPUTER PRINTER  
RIBBONS, ROLLERS,  
PAPER, FORMS, DISCS,  
IMAGING UNITS,  
TAPES, HEADS, DRUMS,  
TONER, PRINT DRIVERS,  
SOFTWARE,  
THIRD-PARTY SOFTWARE

CONNECTED PRODUCTS  
PRINT DRIVERS  
SOFTWARE  
THIRD-PARTY SOFTWARE  
CABLES

AUDIO/VISUAL  
FILTERS,  
REMOTE CONTROLS/LASER,  
TAPES, LAMPS, CRT,  
CDs/DVD,  
BATTERIES,  
LCD PANELS

POSTAGE/SHIPPING  
BRUSHES/SPONGES  
INK, DRUM, TAPE, PAPER,  
ROLLER, LOAD CELLS,  
PRINTHEAD

CCTV SYSTEMS  
VCR HEADS  
VIDEO TAPE  
CRT  
REMOTE CONTROLS

A CHARGEABLE SERVICE CALL WILL BE MADE IF A SERVICE CALL IS REQUESTED FOR THE PURPOSE OF INSTALLATION OF THE ABOVE ITEMS.

3. **EXCLUSIONS**

- A. ELECTRICAL WORK EXTERNAL TO THE EQUIPMENT IS NOT COVERED. TELEPHONE COMPANY CHARGES TO INSTALL OR IMPROVE TELEPHONE LINES ARE THE RESPONSIBILITY OF THE CUSTOMER. ANY CHARGES BY AN OUTSIDE SOURCE TO IMPROVE ELECTRIC OR NETWORK LINES ARE THE RESPONSIBILITY OF THE CUSTOMER. NETWORK WIRING TO IMPROVE OR CONNECT THE HARDWARE TO A COMPUTER OR NETWORK IS NOT INCLUDED AND IS THE RESPONSIBILITY OF THE CUSTOMER.
- B. SERVICE NECESSITATED AS A RESULT OF MALFUNCTION OF EQUIPMENT WHEN UNAUTHORIZED PARTS, ATTACHMENTS, OR CONFLICTING SOFTWARE IS USED WITH THE EQUIPMENT IS NOT COVERED. THERE WILL BE ADDITIONAL CHARGES FOR SERVICE OF MALFUNCTIONING EQUIPMENT WHEN UNAUTHORIZED PARTS, ATTACHMENTS OR CONFLICTING SOFTWARE IS USED WITH EQUIPMENT.
- C. SERVICE NECESSITATED AS A RESULT OF ALTERATIONS, MALFUNCTIONING COMPUTER, OR NETWORK HARDWARE IS NOT COVERED. IN ADDITION, ALTERATIONS OR MALFUNCTIONING COMPUTER OR NETWORK OPERATING SYSTEM, APPLICATION, AND/OR NETWORK OPERATING SOFTWARE ARE NOT COVERED. IN SUCH EVENT, MEMPHIS COMMUNICATIONS CORPORATION RESERVES THE RIGHT TO TERMINATE SERVICE CONTRACT IF IT IS DETERMINED THAT SUCH CHANGES, ALTERATIONS OR MALFUNCTIONS MAKE IT IMPRACTICAL TO CONTINUE TO SERVICE THE EQUIPMENT.
- D. THE REINSTALLATION OF DRIVERS AND/OR INSTALLATION OF CONNECTED DEVICES DUE TO CHANGES IN NETWORK OPERATING SYSTEMS OR MALFUNCTION OF DEVICES ARE NOT COVERED AND WILL BE BILLED AT OUR CURRENT HOURLY RATES.
4. **SERVICE LOCATION** - ALL SERVICE UNDER THIS AGREEMENT WILL BE PERFORMED ON THE CUSTOMER'S PREMISES DURING THE REGULAR BUSINESS HOURS OF MEMPHIS COMMUNICATIONS CORPORATION'S TECHNICAL SERVICE OFFICE, 8:30 A.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY. EMERGENCY CALLS REQUIRED BY THE CUSTOMER TO BE PERFORMED OUTSIDE OF MEMPHIS COMMUNICATIONS CORPORATION'S NORMAL BUSINESS HOURS WILL BE BILLED AT THE THEN CURRENT RATES FOR OVERTIME LABOR. EQUIPMENT USED FOR MULTIPLE SHIFT OPERATION IS SUBJECT TO AN EXTRA CHARGE.
5. **EFFECTIVE DATE** - THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN PAID IN FULL OR ON THE DATE ACCEPTED BY MEMPHIS COMMUNICATIONS CORPORATION AND SHALL REMAIN IN EFFECT UNTIL CANCELED BY EITHER PARTY ON THIRTY (30) DAYS WRITTEN NOTICE IN ADVANCE. ON THE ANNIVERSARY DATE OF AGREEMENT, THE CONTINUANCE OF THIS AGREEMENT SHALL BE AT MEMPHIS COMMUNICATIONS CORPORATION'S THEN CURRENT RATES. SUCH CANCELLATION MAY BE EFFECTIVE TO THE ENTIRE AGREEMENT OR TO ANY ONE MACHINE COVERED HEREBY. ANY CANCELLATION FOR WHATEVER REASON WILL NOT BE SUBJECT TO A REFUND. THIS AGREEMENT CANNOT BE TRANSFERRED TO A THIRD PARTY.

6. **INSTALLATION EQUIPMENT** - CUSTOMER ACCEPTS THE RESPONSIBILITY FOR PROVIDING AN ADEQUATE ENVIRONMENT FOR THE EQUIPMENT AS DEEMED NECESSARY BY MEMPHIS COMMUNICATIONS CORPORATION. CUSTOMER WILL PROVIDE ADEQUATE WORKING SPACE, A REASONABLY DUST-FREE ATMOSPHERE, SUFFICIENTLY STABLE ELECTRICAL POWER, DEDICATED PROTECTION FROM DIRECT SUNLIGHT AND STATIC AND ANY OTHER ENVIRONMENTAL CONDITIONS DEEMED NECESSARY BY MEMPHIS COMMUNICATIONS CORPORATION PERSONNEL. WHEN NECESSARY, MEMPHIS COMMUNICATIONS CORPORATION WILL PROVIDE ACCESSORIES SUCH AS STATIC MATS, POWER FILTERS, UNINTERRUPTIBLE POWER SUPPLIES, ETC. AT ITS NORMAL RATES. THESE ACCESSORIES ARE NOT INCLUDED AS PART OF THIS AGREEMENT.

7. **LIMITATIONS** - LABOR, PARTS, AND EXPENSE NECESSARY TO REPAIR DAMAGE CAUSED BY ACCIDENT, ABUSE, RIOTS, MISUSE, NEGLIGENCE, FIRE, WATER, ACTS OF GOD, OR TO ALTER OR REBUILD EQUIPMENT ARE NOT COVERED BY THIS AGREEMENT. WHEN SUCH SERVICE IS REQUIRED, AN ESTIMATE OF CHARGES WILL BE MADE AND SUBMITTED FOR APPROVAL BEFORE WORK IS STARTED. THIS AGREEMENT DOES NOT PROVIDE FOR LABOR NECESSARY TO INSTALL ADDITIONAL CONVERSIONS FOR ACCESSORIES AFTER INITIAL EQUIPMENT INSTALLATION. IN THE CASE OF MAJOR REPAIRS THAT WOULD REQUIRE LOSS OF THE USE OF EQUIPMENT, RENTAL UNITS, IN MOST CASES, MAY BE PROVIDED AT CURRENT RATES. IF THIS EQUIPMENT MUST BE RETURNED TO THE FACTORY, CUSTOMER AGREES TO PAY FOR ALL FREIGHT CHARGES/THE REMEDIES PROVIDED CUSTOMER HEREUNDER ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY TECHNICAL SERVICE PROVIDED BY MEMPHIS COMMUNICATIONS CORPORATION. MEMPHIS COMMUNICATIONS CORPORATION HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF MEMPHIS COMMUNICATIONS CORPORATION'S OBLIGATIONS HEREUNDER, OR ANY NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE BY MEMPHIS COMMUNICATIONS CORPORATION PERSONNEL. MEMPHIS COMMUNICATIONS CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT.

8. **ATTACHMENTS** - NO ATTACHMENTS, INTERNAL OR EXTERNAL, ARE COVERED UNDER THIS AGREEMENT UNLESS SPECIFICALLY ITEMIZED HEREIN, OR ON AN ADDENDUM HERETO DULY SIGNED BY MEMPHIS COMMUNICATIONS CORPORATION AND CUSTOMER. CUSTOMER SHALL NOT PERMIT NON-MEMPHIS COMMUNICATIONS CORPORATION PERSONNEL TO MAKE ATTACHMENTS OR OTHERWISE PERFORM ANY MODIFICATIONS ON COVERED EQUIPMENT. ANY DAMAGE TO COVERED EQUIPMENT THEREAFTER SHALL BE CONCLUSIVELY PRESUMED TO HAVE RESULTED FROM SUCH UNAUTHORIZED ATTACHMENT OR MODIFICATION AND CUSTOMER SHALL BE LIABLE TO MEMPHIS COMMUNICATIONS CORPORATION FOR ANY SERVICE COSTS INCURRED AS A RESULT THEREOF.

9. **DEFAULT** - THIS CONTRACT MAY BE CANCELLED BY MEMPHIS COMMUNICATIONS CORPORATION IF NOT PAID BY THE ANNIVERSARY DATE, OR IF ANY OF THE FOLLOWING OCCURS: CUSTOMER SUPPLIES OR INSTALLS OWNS PARTS, REFUSES TO ALLOW MEMPHIS COMMUNICATIONS CORPORATION TO REPLACE A NECESSARY PART WHICH COULD CAUSE FURTHER WEAR TO THE UNIT OR REFUSES TO ALLOW MEMPHIS COMMUNICATIONS CORPORATION TO PERFORM A (P.M.) PREVENTATIVE MAINTENANCE CHARGED AT THEN CURRENT RATES THAT IS REQUIRED BY MANUFACTURER BASED ON PREDETERMINED USE OF THE NUMBER OF COPIES THAT HAVE BEEN CREATED UNIT IS MOVED TO A LOCATION OUTSIDE MEMPHIS COMMUNICATIONS CORPORATION'S NORMAL SERVICE AREA, CUSTOMER USES NON-APPROVED SUPPLIES, WHICH CAUSE SERVICE DIFFICULTIES, DAMAGE OR UNACCEPTABLE QUALITY OF PERFORMANCE.

10. **DAMAGE BY UNAUTHORIZED SUPPLIES** - FAILURE TO USE RECOMMENDED AND SPECIFIED SUPPLIES AS REQUIRED BY MANUFACTURER WILL CAUSE EXPENSIVE DAMAGE TO YOUR SYSTEM AND WILL VOID MANUFACTURER'S WARRANTY AS WELL AS TERMINATE MAINTENANCE AGREEMENT.

11. **TERMS** - FEES PLUS APPLICABLE TAXES PAYABLE ANNUALLY IN ADVANCE. TERMS NET TEN 10 DAYS ON DATE OF INVOICE.

12. **COLLECTION** - IF IN THE EVENT THAT THIS ACCOUNT IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, BY SUIT OR OTHERWISE OR IN ANY WAY TO ENFORCE ITS COLLECTION, PURCHASER AGREES TO PAY ALL COURT COSTS OF COLLECTION AND LITIGATION TOGETHER WITH A REASONABLE ATTORNEY'S FEE.

13. **NO VERBAL REPRESENTATIONS** - THIS DOCUMENT INCORPORATES THE ENTIRE TERMS AND CONDITIONS OF THE PURCHASE OF THE PRODUCTS OR SERVICES DESCRIBED WITHIN NO VERBAL REPRESENTATIONS WILL BE HONORED UNLESS CONFIRMED IN WRITING ON CORPORATE MEMPHIS COMMUNICATIONS CORPORATION LETTERHEAD AND SIGNED BY CORPORATE OFFICIAL.

14. **DELINQUENT ACCOUNTS** - AS A CONDITION OF PROVIDING SERVICE, CUSTOMER AGREES TO REMAIN CURRENT ON ALL FUTURE INVOICES INCLUDING INVOICES FOR SUPPLIES AS WELL AS ANY OTHER INVOICES BETWEEN MEMPHIS COMMUNICATIONS CORPORATION AND CUSTOMER. SHOULD CUSTOMER BECOME DELINQUENT ON ANY FUTURE INVOICE FOR ANY REASON, MEMPHIS COMMUNICATIONS CORPORATION MAY IN ITS SOLE DISCRETION TERMINATE EXISTING SERVICE AGREEMENT UPON FAILURE OF CUSTOMER TO SATISFY ANY AND ALL DELINQUENT INVOICES WITHIN 10 DAYS OF NOTICE OF SUCH DELINQUENCY FROM MEMPHIS COMMUNICATIONS CORPORATION TO CUSTOMER. UPON TERMINATION FOR CUSTOMER'S FAILURE TO SATISFY INVOICE, MEMPHIS COMMUNICATIONS CORPORATION MAY TERMINATE ANY AND ALL MAINTENANCE AGREEMENTS WITHOUT RECOURSE OR PENALTY AND CUSTOMER WILL STILL BE LIABLE FOR ALL SUMS DUE UNDER THIS AGREEMENT. PURCHASER AGREES TO PAY AN INTEREST OF 1 1/2 % PER MONTH (18% ANNUAL INTEREST RATE) ON ALL PAST DUE ACCOUNTS.