

Order Package Acceptance Agreement

Customer Name/Address:

VILLAGE OF GRAYSLAKE
10 S SEYMOUR AVE DEPT MANAGEMENT SERV
GRAYSLAKE, IL 60030-1542

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00344035 time stamped 02/22/17 10:36 AM).

Customer's signature below also acknowledges Customer's consent to:

a) 'KMBS Standard Sales Terms and Conditions - Schedule A (Updated September 1, 2015)' and

b) 'KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated September 1, 2015)',

both of which are available in hardcopy upon request or online at <http://kmbs.konicaminolta.us/SalesTerms-K75A> and <http://kmbs.konicaminolta.us/MaintenanceTerms-M93C> respectively, terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative

Name: Mike Ellis
(Please Print)

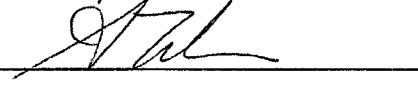
X Signature: ^{OK} 

Title: Village Manager

Date: 3-20-17

KMBS Representative

Name: Antoinette Tobin
(Please Print)

Signature: 

Date: 2-22-17

KMBS Manager

Name: _____
(Please Print)

Signature: _____

Date: _____



Order Agreement

Check Applicable Box
 Purchase
 Lease
 Other:

| | | |
|---|--|--|
| INVOICE TO Account # | SOLD TO Account # PR 0005071357 | SHIP TO Account # |
| Legal Name VILLAGE OF GRAYSLAKE | Legal Name VILLAGE OF GRAYSLAKE | Legal Name VILLAGE OF GRAYSLAKE |
| Attn Line 1 BRETT KRYSKA | Attn Line 1 BRETT KRYSKA | Attn Line 1 BRETT KRYSKA |
| Attn Line 2 | Attn Line 2 DEPT MANAGEMENT SERV | Attn Line 2 |
| Street Address 10 SOUTH SEYMOUR AVENUE | Street Address 10 S SEYMOUR AVE | Street Address 10 S SEYMOUR AVE |
| City GRAYSLAKE State IL Zip 60030 | City GRAYSLAKE State IL Zip 60030-1542 | City GRAYSLAKE State IL Zip 60030-1542 |
| Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required) | Tax Exempt # XX | |
| P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required) | P.O. # | P.O. Expiration Date |

| | | | |
|--|-------------|---|----------------------------|
| Payment Terms: NET 30 DAYS <i>May 1, 2017</i> | Credit Card | <input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____ | Check Amount Check # |
|--|-------------|---|----------------------------|

Requested Delivery Date: SEE ATTACHED
 Maintenance Contract Accepted Declined

| QTY | MATERIAL # | MATERIAL DESCRIPTION | SERIAL NUMBER | PRICE EACH | EXTENDED |
|-----|------------|------------------------------------|---------------|-------------|-------------|
| 1 | A79K011 | BIZHUB C558 COPIER/PRINTER | | \$ 4,820.23 | \$ 4,820.23 |
| 1 | 7670525507 | DELIVERY CHARGE - LEVEL 2 | | \$ 175.00 | \$ 175.00 |
| 1 | 7640018095 | BASIC NETWORK SERVICE - BNS05 | | \$ 500.00 | \$ 500.00 |
| 1 | A9HF013 | PC-415 LARGE CAPACITY CASSETTE (2 | | \$ 445.62 | \$ 445.62 |
| 1 | A87GWY1 | FS-536 FINISHER (50 SHEETS) | | \$ 480.76 | \$ 480.76 |
| 1 | A3ETW11 | PK-520 2/3 HOLE PUNCH UNIT (FS-534 | | \$ 186.34 | \$ 186.34 |
| 1 | A87JWY2 | RU-513 RELAY UNIT | | \$ 61.67 | \$ 61.67 |
| 1 | XGPCS15DKM | ESP DIAGNOSTIC POWER FILTER 120V/ | | \$ 70.95 | \$ 70.95 |
| 1 | A64TWWY3 | KP-101 KEYPAD | | \$ 38.46 | \$ 38.46 |
| 1 | A883012 | FK-514 FAX KIT (SUPPORTS 1ST & 2ND | | \$ 328.91 | \$ 328.91 |
| 1 | 7640015657 | BIZHUB SECURE | | \$ 250.00 | \$ 250.00 |
| | | | | | |
| | | | | | |
| | | | | | |

| QTY | MATERIAL # | SUPPLY - MATERIAL DESCRIPTION | SERIAL NUMBER | PRICE EACH | EXTENDED |
|-----|------------|-------------------------------|---------------|------------|----------|
| 1 | A9E8430 | TONER TN514C (YIELD: 26,000) | N/A | \$ 0.00 | \$ 0.00 |
| 1 | A9E8130 | TONER TN514K (YIELD: 28,000) | N/A | \$ 0.00 | \$ 0.00 |
| 1 | A9E8330 | TONER TN514M (YIELD: 26,000) | N/A | \$ 0.00 | \$ 0.00 |
| 1 | A9E8230 | TONER TN514Y (YIELD: 26,000) | N/A | \$ 0.00 | \$ 0.00 |
| | | | N/A | | |
| | | | N/A | | |

| | |
|---|--|
| ADDITIONAL CHARGES <input type="checkbox"/> Network <input type="checkbox"/> Removal <input type="checkbox"/> Other | Additional Charges TOTAL \$ 7,357.94 (TOTAL is exclusive of applicable taxes) |
|---|--|

PICK-UP Requested Removal Date: 03/16/2017

| QTY | MATERIAL # | MATERIAL DESCRIPTION | SERIAL NUMBER |
|-----|------------|----------------------|---------------|
| | | | |
| | | | |
| | | | |
| | | | |

COMMENTS

Maintenance Agreement

| Customer Information | | | |
|--|---|-----------------------|--------------------------------|
| Sold to Acct #: | 0005071357 | Payer/Bill to Acct #: | |
| Name: | VILLAGE OF GRAYSLAKE | Name: | VILLAGE OF GRAYSLAKE |
| Attn/Dept: | BRETT KRYSKA | Attn/Dept: | BRETT KRYSKA |
| Ste/Rm: | DEPT MANAGEMENT SERV | Ste/Rm: | DEPT MANAGEMENT SERV |
| Address: | 10 S SEYMOUR AVE | Address: | 10 S SEYMOUR AVE |
| City: | GRAYSLAKE | City: | GRAYSLAKE |
| State: | IL Zip: 60030-1542 | State: | IL Zip: 60030-1542 |
| Tax Exempt Customer? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Tax Exemption Number: | XX |
| PO Required? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | PO Expiration Date: | |
| <input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO | PO Contact: | Email: | Ph: |
| Fleet Manager? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Name: | BRETT KRYSKA |
| | | Email: | BKRYSKA@VILLAGEOFGRAYSLAKE.COM |
| | | Ph: | 847 223 8515 |

| Coverage / Billing Options | | | |
|----------------------------|---|--|--|
| Coverage Options: | MFP | Wide Format | |
| Select Options: | <input checked="" type="checkbox"/> Supply Inclusive <input type="checkbox"/> After Hours Service - Requires After Hours Agreement <input checked="" type="checkbox"/> Decline Digital Connected Support* | <input type="checkbox"/> Toners (Black Only) <input type="checkbox"/> 20lb Bond Roll Paper <input type="checkbox"/> Decline Digital Connected Support* | |
| Billing Options: | MFP | Wide Format | |
| Initial Term in Months: | <input checked="" type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other | <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other | |
| Flat Rate Frequency: | <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually | <input type="checkbox"/> Monthly <input type="checkbox"/> Monthly | |
| Meter Frequency: | <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually | <input type="checkbox"/> Monthly | |
| Aggregate Volume: | <input type="checkbox"/> B/W <input type="checkbox"/> Color | <input type="checkbox"/> Monthly | |
| Effective Date: | <input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date: | | |
| Billing Day: | <input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection) | | |

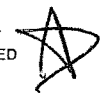
| Maintenance Pricing | | | | | | | | Internal Use | |
|---------------------|-----------------------------|---------------|-------|------------------------|----------------------|-----------------------|-------------|--------------|------------|
| | | | | | | | | MA #: | |
| Item | Model Description | Serial Number | Type | Monthly Minimum Volume | Monthly Flat Rate \$ | Cost Per Copy Rate \$ | Start Meter | Sub Fleet | Price Plan |
| 1 | BIZHUB C558 COPIER/ PRINTER | | Color | | 0.00 | 0.04000 | | | |
| | | | B/W | | 0.00 | 0.00390 | | | |
| 2 | | | Color | | | | | | |
| | | | B/W | | | | | | |
| 3 | | | Color | | | | | | |
| | | | B/W | | | | | | |

Additional Equipment on Schedule B

| Wide Format | | | | | | | | Internal Use | |
|-------------|-------------------|---------------|-------|-----------------------------------|----------------------|------------------------------|-------------|--------------|------------|
| Item | Model Description | Serial Number | Type | Monthly Minimum Volume (Sq. Feet) | Monthly Flat Rate \$ | Cost Per Square Foot Rate \$ | Start Meter | Sub Fleet | Price Plan |
| 1 | | | Color | | | | | | |
| | | | B/W | | | | | | |

Additional Equipment on Schedule C

Comments

CPC COMMENTS -  STAPLES INCLUDED

| For Internal Use | | | |
|-------------------|--|---|---|
| Maintenance: | <input type="checkbox"/> with Equipment Order | <input type="checkbox"/> Maintenance Only | <input type="checkbox"/> Billed by KMBS |
| | <input type="checkbox"/> Billed by Lease Company | <input type="checkbox"/> Dealer-Serviced | |
| Originating: | 9244593 | ANTONETTE TOBIN | ATOBIN@KMBS.KONICAMINOLTA.US |
| Order Taking: | 9244593 | ANTONETTE TOBIN | ATOBIN@KMBS.KONICAMINOLTA.US |
| Servicing: | 9244593 | ANTONETTE TOBIN | ATOBIN@KMBS.KONICAMINOLTA.US |
| Sales Rep Number: | Sales Rep Name | | Sales Rep Email Address |
| | | | |
| | | | Sales District: 24603 |
| | | | Processed |
| | | | <input checked="" type="checkbox"/> Branch <input type="checkbox"/> Windsor |

KMBS Standard Maintenance Terms and Conditions - Schedule A

(Updated September 1, 2014)

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this agreement.

Equipment Services

100. **Service Coverage Hours:** Standard services under this agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of core National holidays observed by KMBS.

101. **Extended Coverage Services** outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

102. **Equipment Services** provided under this agreement include labor and parts required to maintain covered equipment in a normal operating condition as set forth in the equipment specifications detailed on kmbs.konicaminolta.us.

103. **Equipment Exchange** will be used for products where on-site support is not available. KMBS will employ a 'hot swap' process and will provide packaging for return of the original unit. Customer is responsible to facilitate the reconnection and return process.

104. **Preventative Maintenance** shall be performed as needed to ensure optimal operation of equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the equipment's user guide is not covered.

105. **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, 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.

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

107. **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 labor and parts associated will be billed at prevailing rates. A quote will be provided for customer approval before work begins.

108. **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 KMBS.

109. **Initial Installation:** Physical installation, removal of packing material and initial setup of equipment will be performed by KMBS using default configuration settings at the location specified by customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to assess additional charges depending upon the extent of custom setup requirements.

110. **Service Replacement:** KMBS 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.

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

112. **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

200. **Consumable Supplies:** If a supplies inclusive option is selected, KMBS will provide toner for covered equipment on an as needed basis. Consumable supplies do not include staples (unless selected) or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS 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.

201. **Expected Yield:** Pricing under this agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. **Supply Source:** Genuine Konica Minolta supplies will be used under this agreement for Konica Minolta equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered equipment.

203. **Supply shipping and handling:** KMBS may charge a supply shipping and handling fee on each periodic invoice regardless of whether supplies are shipped in any particular period. This is done to average out the total estimated supply shipping and handling fees over the duration of this contract. The current calculation for such fees can be found at <http://kmbs.konicaminolta.us/faqs>. KMBS reserves the right to charge for expedited supply orders (i.e. overnight delivery) where requested by customer.

204. **Auto Supply Delivery,** if part of a managed services agreement, requires a designated customer contact(s) to confirm

KMBS Standard Maintenance Terms and Conditions - Schedule A

(Updated September 1, 2014)

supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Solutions

300. **Licenses:** KMBS hereby grants the customer the non-exclusive, non-transferable right to install, and licenses to use the software, updates, upgrades and patches included in this agreement, provided the Agreement is in effect.

301. **License Reactivation:** Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. **Site Environment:** Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. **Data Backups and restoration:** Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the customer is expected to restore the environment and data to prior state.

304. **Access:** Customer shall provide KMBS personnel with access to the servers and/or equipment where the software is installed. Customer shall arrange and ensure that one of its employee's or designated agents is present at all times when KMBS is performing maintenance and support services.

305. **Solutions warranty:** KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this agreement for any particular use.

306. **Solution Integration** with print output devices covered under this or other agreement may be affected by existing customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. **Term:** Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at customers location. Level 1 support is only available when level 0 supports is in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. **Software Maintenance (Level 0)** if this option is selected, the customer is entitled support as defined in the 'Patches and Updates' sections.

401. **Patches and Updates:** Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. **Access to patches and updates:** Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. **Start of service** rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. **Current version:** Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this agreement

405. **Solutions Helpdesk Support (Level 1):** If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. **Initial Assessment:** Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. **Basic Network Services (BNS),** where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees depending on the extent of the network integration requirements needed.

502. **Technical Pilot:** When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. **Solution Baseline:** is defined as the operating level and configurations agreed to by customer and KMBS upon completion of the technical pilot and testing.

504. **Enhancements** and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. **Digital Connected Support:** Unless this option has been declined, expert helpdesk support is available to the Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the customer network environment are not included.

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

507. **Hard Drive Security:** If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time hard-drive encryption

KMBS Standard Maintenance Terms and Conditions - Schedule A

(Updated September 1, 2014)

(level 2 encryption – equivalent to current Department of Defense standards and US Air Force 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).

508. Professional Services Projects: When requested by the Customer, KMBS 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.

509. 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

600. Meter Readings: Customer agrees to provide KMBS 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 KMBS with timely meter reads KMBS 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.

601. 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.

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

603. Fleet Device Monitoring: If the Customer agrees to allow KMBS 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, KMBS reserves the right to suspend or terminate services under this agreement.

Renewal and Maintenance

700. 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.

701. 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 10%.

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

703. 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 KMBS.

Payment and Termination

800. Terms of Payments are due ⁶⁰~~30~~ days from the invoice date. Customer shall be responsible to pay all applicable sales, use, personal property or other taxes when due.

801. 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 1.5% of the total amount due and reasonable recovery of costs associated with collections.

802. DEFAULT: Should Customer violate any aspect of this agreement including payment obligations, or in the event customer is insolvent and/or declares bankruptcy, KMBS 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 KMBS.

803. Termination: During the term of this agreement or any renewal thereof, the Customer or KMBS may provide the other party 30 day written notice of cancellation or intention not to renew with or without cause. If the Customer terminates within the initial term, the Customer will be subject to termination charges per paragraph 804.

804. Early Termination: In the event Customer terminates this agreement during the initial term or KMBS terminates due to material breach by the Customer, the Customer will be responsible to pay liquidated damages equal to 3 months billing based on the prior actual billing over the last 12 months.

General Legal

900. Business Purpose: Customer warrants and represents that the equipment under this agreement will be used for business purposes and not for personal, household or family purposes.

901. ASSIGNMENT: Customer may not assign this Agreement without KMBS’ express written consent. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

KMBS Standard Maintenance Terms and Conditions - Schedule A
(Updated September 1, 2014)

902. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 500 Day Hill Rd, Windsor CT 09095 Attention: Contracts Department.

903. **WARRANTY: KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, OR MAINTENANCE, AND EXPRESSLY DISCLAIMS AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

904. **REMEDY LIMITATIONS: CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT. THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. THE PARTIES AGREE ANY CLAIM MUST BE BROUGHT WITHIN ONE YEAR AFTER THE ALLEDGED DAMAGES ARE INCURRED.**

905. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New Jersey without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the federal or state courts in the State of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

906. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, labor dispute, or any other occurrence beyond its reasonable control.

907. **WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party'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 severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

908. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. 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.

909. **ENTIRE AGREEMENT:** This is the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment 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. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

910. **Sellers Agent:** Customer is advised no employee, representative or agent of KMBS has authority to bind KMBS to commitments not specifically set forth in this agreement.

911. **Modification of Original Terms and Conditions:** Any mutually agreed modifications are to be specified in the comments of the contract or by a duly executed amendment to this agreement.

912. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss, or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of KMBS' gross negligent or willful misconduct.



MyKMBS.com Access Request Form

Customer Name: VILLAGE OF GRAYSLAKE

Business Class: Corporate Acct National Government Branch

New or Existing Customer: New Existing

SAP Account #: 0005071357/0005071357
Required if existing

| | | | |
|---------------------------------------|---------|---------|---------|
| Serial Number(s): | 1 _____ | 4 _____ | 7 _____ |
| <small>(include at least one)</small> | 2 _____ | 5 _____ | 8 _____ |
| | 3 _____ | 6 _____ | 9 _____ |

USER

Role: Fleet Manager* Local Manager** Meters Only Order Supplies Only Service Calls Only

If Fleet Manager or Local Manager is selected, also check one of the following:

Set-up to view all locations Set-up to view only the location(s) linked to specified serial number(s)

First Name: BRETT

Last Name: KRYSKA

Email: BKRYSKA@VILLAGEOFGRAYSLAKE.COM

USER

Role: Fleet Manager* Local Manager** Meters Only Order Supplies Only Service Calls Only

If Fleet Manager or Local Manager is selected, also check one of the following:

Set-up to view all locations Set-up to view only the location(s) linked to specified serial number(s)

First Name: _____

Last Name: _____

Email: _____

USER

Role: Fleet Manager* Local Manager** Meters Only Order Supplies Only Service Calls Only

If Fleet Manager or Local Manager is selected, also check one of the following:

Set-up to view all locations Set-up to view only the location(s) linked to specified serial number(s)

First Name: _____

Last Name: _____

Email: _____

* Fleet Manager - All capabilities of Local Managers as well as the ability to manage users and see reports.

** Local Manager - Gives user the ability to place supply orders, initiate service calls, report meter reads and pay invoices by credit card.

Have customer alert his/her IT Department to accept the following email addresses:

meterreads@kmbs.konicaminolta.us activation@kmbs.konicaminolta.us extranet@kmbs.konicaminolta.us

KMBS

Representative: ANTONETTE TOBIN Territory Code: 464302

Sales Manager: RYAN MITCHEL Territory Code: 2466155

Corporate Acct Mgr: _____ Territory Code: _____
If Applicable

Branch Name: 246 - ROLLING MEADOWS Branch Number: 246

Branch forms are to be submitted with your sales order to your local branch administrators

For Corporate, National, and Government accounts, email completed form to mykmbs.nad@kmbs.konicaminolta.us

COMMENTS