

APPLIED IMAGING

Full Service/Labor, Parts, Drum & Supplies - Excludes Paper, Staples & Shipping
 Standard Service/Labor, Parts & Drum Developer/No Supplies/Wide Format
 Economy Service/Labor & Parts Only/Facsimile/Duplicators

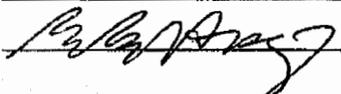
GUARANTEED MAINTENANCE PLAN

IN CONSIDERATION OF FULL PAYMENT, APPLIED IMAGING WILL PERFORM MAINTENANCE SERVICE ON THE EQUIPMENT DESCRIBED, SUBJECT TO THE GMP TERMS

TYPE OF SERVICE PLAN:		CUSTOMER NAME: <u>County of Muskegon</u>				
<input checked="" type="checkbox"/> FULL	<input type="checkbox"/> STANDARD	<input type="checkbox"/> ECONOMY	CUSTOMER # _____			
BILLING PER YEAR:					INSTALLED	
<input type="checkbox"/> ANNUAL (1)	<input checked="" type="checkbox"/> QUARTERLY (4)	<input type="checkbox"/> MONTHLY (12)	<input type="checkbox"/> SEMI-ANNUAL (2)	_____ TO _____		
EQUIPMENT COVERED						
EQUIPMENT ID	MODEL / ACCESSORIES	SERIAL NUMBER	BEGINNING METER READING	COPIES / SCANS INCL PER INVOICE	BASE CHARGE PER INVOICE	OVERAGE CHARGE PER COPY
	all black					0.00440
	all color					0.05900

- This agreement allows for an unlimited number of unscheduled maintenance calls, provided the calls are not a result of operator negligence. Applied Imaging's responsibility with this agreement ceases if the equipment covered is repaired or adjusted by any person other than an authorized Applied Imaging technical representative, or the supplies used are not authorized or approved by Applied Imaging.
- Service shall be provided without additional charge 8:00 a.m. to 5:00 p.m. Monday through Friday (except National holidays), unless other arrangements have been made.
- The maintenance service plan includes all necessary parts with the following exceptions:
 - Cassettes, master units, exit trays, work trays or any item that is not related to the electromechanical operation of the equipment.
 - Parts damaged by fire, water, other acts of nature, misuse or negligence on the part of the customer or operators of the equipment
 - photoconductors (master units) are considered supply items, not parts. Agreements include photoreceptor (drum) unless otherwise specified.
 - Any software system or related connectivity support.
- Maintenance with supplies agreements include toner, developer and photoreceptor (drum). These agreements do not include paper, staples or shipping.
- It is the customer/user's responsibility to provide power that meets the specific requirement needs as well as proper service access space around the equipment. If either one or both of these conditions are not met, Applied Imaging reserves the right to suspend this protection plan until the power deficiency is corrected and/or adequate service space is provided.

COMMENTS

AUTHORIZATION		
AUTHORIZED BY (PLEASE PRINT):	<u>Bonnie Hammersley</u>	TITLE <u>Administrator</u>
SIGNATURE FOR APPROVAL:		DATE <u>6/13/11</u> PO# _____
SIGNATURE / DECLINE MAINTENANCE:	_____	DATE _____
SALES REPRESENTATIVE:	_____	REP NO. _____
METER CONTACT: NAME:	_____	PHONE: _____
EMAIL:	_____	FAX: _____

HOW DO YOU PREFER TO BE CONTACTED FOR METER READS? Email Fax

THIS ORDER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. This order shall not be binding on AI until approved by AI home office.
2. All shipments shall be F.O.B. our warehouse.
3. AI reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installment.
4. AI reserves the right at any time to revoke any credit extended to buyer because of buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by AI.
5. AI shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond AI control. This includes without limitation, strikes, lockouts, fires, embargoes, war or other outbreaks of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or supplies, governmental acts and regulations, other causes beyond AI control and receipt of orders from other sources in excess of AI then scheduled production capability.
6. AI warrants that the goods covered by this order when delivered to the buyer will be merchantable quality and free from defects in workmanship and material for a period of 90 days on new equipment and 30 days on used equipment from the date of delivery by AI under ordinary use and conditions. In no event shall AI be liable for resulting or consequential damages occasioned by any breach of warranty. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED.
7. All claims for goods or delay in delivery shall be deemed waived unless made in writing and delivered to AI within three days after receipt of goods by buyer.
8. Title to all goods and equipment shall remain with AI until such time as the purchase price thereof shall have been paid in full.
9. AI shall have a security interest in all goods and equipment delivered to buyer until the purchase price for same shall have been paid in full. At the request of AI, buyer shall execute and deliver a security agreement and/or financing statements in the form or forms submitted to buyer by AI.
10. This contract shall be governed by and construed according to the laws of the State of Michigan.
11. This contract constitutes the entire agreement between the parties and may not be modified or terminated except in writing signed by an officer of AI.
12. **General Scope of Maintenance Coverage** - This agreement covers both the labor and material for adjustments, repair and replacements of parts as required by normal use of the equipment, subject to the exception in and in accordance with these terms and conditions. This agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. Damage to the equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard supplies or other causes beyond the control of AI are not covered by this agreement and may subject customer to a surcharge or to cancellation of the agreement. In addition, AI may terminate this agreement if the equipment is modified, damaged, altered, or serviced by personnel other than those employed by AI, or if parts, accessories, or components not meeting machine specifications are fitted to the equipment. This contract does not include connected issues, i.e. computer software related issues. Connected issues will be billed at current pricing for network services.
13. **Service Calls** - Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal business hours, on weekends and holidays, will be charged at the published overtime rates in effect at the time the service call is made. AI will not handle, disconnect, or repair unauthorized attachments to components; customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds AI and its employees harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on AI equipment.
14. **Term** - This agreement shall become effective upon receipt by AI of the signed maintenance agreement and approval of the credit application. The AI contract shall continue for one full calendar year and/or the copy allowance as specified on the face of this agreement. The agreement is for a one year period. The agreement may be cancelled with 60 days written notice prior to the contract expiration date. If contract is cancelled prior to expiration date, a prorated penalty fee will be assessed, otherwise this agreement is automatically renewed for a like period at the then current contract rates.
15. **Charges** - The initial charge for maintenance under this agreement shall be the amount set forth on the reverse side of this agreement, 11" x 17" constitutes 2 clicks. Pricing for maintenance under this agreement is subject to change on a yearly basis due to cost increase of parts and labor. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 15 days of the date of the AI invoice for each charge. In the case of the limited maintenance agreement, the initial annual charge is payable upon the signing of this agreement by customer. Customer understands that alterations, attachments, specification changes, or use of substandard supplies that cause excessive service calls may require an increase in maintenance charges and agrees to pay such charges promptly when due.
16. **Breach of Default** - If the customer does not pay all the charges for maintenance or parts as provided under this agreement promptly when due (1) AI may (a) refuse to service the equipment or (b) cancel maintenance agreement (2) the customer agrees to pay AI (a) its costs and expenses of collection including the maximum attorney's fees permitted by law said fee not to exceed 25% of the amount due under this agreement and (b) all charges for service provided before payment of the contract on a "Per Call" basis based upon published rates in effect at the time of service. There will be a process fee of \$30.00 for NSF check.
17. **Use of Manufacturer Recommended Supplies** - The equipment is designed to give excellent performance with AI supplies including AI paper, toner, and fuser oil. If the customer uses other than AI supplies and if such supplies are defective or unacceptable for use in the machines and cause abnormality, frequent service calls or service problems, then AI may, at its option, assess a surcharge or terminate this agreement. In this event, the customer will be offered service on a "Per Call" basis based upon published rates. It is not a condition of this agreement, however, that the customer may use only AI authorized supplies.
18. **No Warranty** - AI disclaims all warranties, express or implied, including any implied warranties of merchantability fitness for use, or fitness for a particular purpose. Customer agrees that AI is not responsible for direct incidental or consequential damages including, not limited to damages arising out of the use or performance of the equipment or the loss of the equipment.
19. **Miscellaneous** - This agreement shall be governed by and construed according to the laws of the State of Michigan applicable to agreements wholly negotiated, executed and performed in the State of Michigan. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of AI and the customer.

Effective: April 13, 2009