

## Authorized Service Provider Agreement

This Authorized Service Provider ("ASP") Agreement ("Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2009 ("Effective Date") by and between Konica Minolta Business Solutions U.S.A., Inc. company ("KMBS"), a New York corporation having its principal place of business at 100 Williams Drive, Ramsey, New Jersey, 07446, and \_\_\_\_\_ ("ASP"), a \_\_\_\_\_ Corporation (doing business as \_\_\_\_\_), with its principal place of business at \_\_\_\_\_

This Authorized Service Provider Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. ("KONICA MINOLTA" or "KMBS"), 100 Williams Drive, Ramsey, NJ 07446 and the person or firm specified as the Authorized Service Provider in the signature block below (hereinafter referred to as the "Authorized Service Provider" or "ASP"), effective as of the date of this contract "I Agree" below and subject to the acceptance of your application by KMBS.

**WHEREAS**, KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC., currently provides Warranty and Repair Service for products on which the ASP has completed training as required by Konica Minolta Business Solutions.

"Product(s)" to KONICA MINOLTA end users pursuant to KONICA MINOLTA express warranty obligations and/or maintenance contracts; and

**WHEREAS**, ASP has full and complete knowledge of the existence and substance of KONICA MINOLTA'S warranty and service obligations; and

**WHEREAS**, KONICA MINOLTA and ASP desire to have ASP provide Warranty and/or Maintenance Service for those Laser Printer Product(s) for which the ASP has successfully completed training according to KONICA MINOLTA's ASP Training Database; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the payment of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KONICA MINOLTA and ASP hereby agree as follows:

### **Section 1. Authorization**

- (a) KONICA MINOLTA grants ASP non-exclusive, non-transferable authorization to perform Warranty Service (as hereinafter defined) on the Product(s) for which ASP has successfully completed service and warranty training on behalf of KONICA MINOLTA to KONICA MINOLTA end users (hereinafter referred to as "Service Authorization") subject to the terms and conditions contained herein. For the purpose of this Agreement, the term "Products" shall mean KMBS brand Products, accessories, supplies, KMBS firmware and KMBS developed software, Non-Exclusive License Agreement, or designated in any procedures distributed from time to time by KONICA MINOLTA.
- (b) KONICA MINOLTA grants to ASP a license to use preexisting training information, call center, and on-line support resources (hereinafter known as "KONICA MINOLTA Information") provided by KONICA MINOLTA to ASP. Such license to KONICA MINOLTA Information is provided by KONICA MINOLTA to ASP solely to allow ASP to fulfill its Warranty Service obligations hereunder, and ASP shall not use KONICA MINOLTA Information for any other purpose.

**Section 2. Scope of Work**

- (a) ASP, as a subcontractor of KONICA MINOLTA, will provide Warranty or Repair Service to KONICA MINOLTA end users as a subcontractor of KONICA MINOLTA. Warranty Service is defined as all repairs, adjustments, and replacement of parts including, without limitation, all necessary labor, required to comply with written warranties issued and amended from time to time by KONICA MINOLTA to the KONICA MINOLTA end user with respect to the Product(s).
- (b) KONICA MINOLTA may from time to time authorize ASP for additional Products or remove ASP's authorization for certain (and consequently from the definition of Product(s), which addition or deletion shall be effective upon ASP's receipt of written notice of such addition or deletion of products which will be attached and become part of this Agreement or upon posting of such addition or deletion by KONICA MINOLTA upon its website. ASP may request in writing the addition of a product during the term of this Agreement. ASP must complete the service and warranty training on any new Product prior to KONICA MINOLTA's authorization of ASP. Upon KONICA MINOLTA written acceptance of such addition of the product and upon ASP's completion of KONICA MINOLTA's reasonable training requirements for said product, the written request will be attached and become a part of this Agreement. KONICA MINOLTA shall maintain a record of the Product(s) on which ASP is authorized to provide warranty or maintenance services.

**Section 3. Requirements of ASP**

- (a) ASP currently maintains and will continue to maintain during the term of this Agreement an adequate service and repair organization adequate to fulfill its service and warranty obligations pursuant to this Agreement. KONICA MINOLTA reserves the right to reasonably request additions or changes to ASP's service and repair organization as necessary (in the sole discretion of KONICA MINOLTA) to enable ASP to meet its service and warranty obligations pursuant to this Agreement.
- (b) Service Training. ASP understands and agrees that having knowledgeable and trained sales and service personnel are vital to properly servicing KMBS customers and growing sales in the Territory. ASP must be service trained by KMBS for each Authorized Location and the requisite number of ASP's service technicians, for each Authorized Location with respect to ASP's field population of Products, must complete the service school to KMBS' standards. Training may be provided in such place as KMBS may deem appropriate at ASP's sole cost and expense, and within a specified time period prior to a product launch as specified by KONICA MINOLTA.
- (c) ASP will dispatch Certified Service Technicians with appropriate training to perform the Warranty Service on the Product.
- (d) ASP shall maintain at each ASP Location complete repair, inspection, and parts sales records regarding the Warranty Service provided by ASP and performed by ASP's Qualified Service Technicians on Product(s), and ASP shall make such records available to KONICA MINOLTA at KONICA MINOLTA's request.
- (f) ASP shall comply with all applicable laws and regulations of federal, state, or local governmental bodies or agencies in its performance under this Agreement.

- (g) Service and Maintenance. ASP shall provide, in accordance with KMBS' service policy contained in KMBS' technical procedures (as amended from time to time at the discretion of KMBS), prompt, efficient and correct installation, service and maintenance to End-Users for all Products for which ASP is authorized to provide warranty and service services pursuant to the terms of this Agreement, and as may be required, for any National or Major Account service which has been assigned to ASP by KMBS, and for any Products which are tendered for service by an End-User at a location within the Territory. ASP shall adhere to KMBS' installation and service policies and procedures as set by KMBS from time to time.
- (h) KMBS Supplies and Spare Parts. For purposes of servicing End-Users, ASP agrees to stock an appropriate amount of parts at each Authorized Location in such quantities as are necessary to provide adequate service and maintenance for the Products. ASP recognizes that End-Users rely on KMBS quality and, to the degree practicable, ASP will use only KMBS Supplies and Spare Parts or supplies and spare parts of equivalent quality in the Products.
- (i) Service Records. ASP shall maintain a service history with respect to each placement by ASP of Product and all other service records as may be required by KMBS procedures. During normal business hours and upon reasonable notice KMBS may inspect ASP's service facilities and service records for the Products. KMBS will maintain the confidentiality of ASP's service records and use such information solely to identify problems with Products or for Product improvement purposes.

**Section 4. Warranty Service**

- (a) On occasion, ASP may receive requests for Warranty Service on Product(s) directly from KONICA MINOLTA, or from a subcontractor of KONICA MINOLTA. The ASP agrees to accept all requests for Warranty Service on Product(s), whether or not such Product(s) were purchased from the ASP. The ASP must obtain from KMBS a service authorization "ticket" number for each warranty or maintenance service event.
- (b) Within thirty (30) minutes of receipt of a Warranty Service request received between 8:00 am and 5:00 pm local time on Business Days, ASP shall contact the KONICA MINOLTA end user. ASP shall contact the KONICA MINOLTA end user on the next Business Day for all Warranty Requests received after 5:00 pm and before 8:00 am local time on Business Days or on days that are not considered Business Days.
- (c) Except as provided hereinafter, ASP shall complete Warranty Service on the next Business Day following ASP's contact with the KONICA MINOLTA end user required in Section 4(b). In the event Warranty Service requires a part that ASP does not have in stock, ASP must complete such Warranty Service on the Business Day following ASP's receipt of the part.
- (d) ASP warrants that all service provided by ASP shall be performed in a workmanlike manner appropriate to the standard embodied in the manufacture of products and in accordance with the requirements, specifications, and instructions relating thereto as set forth in the applicable service manual and service material furnished by KONICA MINOLTA. ASP warrants all Warranty Service for a period of ninety (90) days for the same problem on the same machine serial number.
- (e) ASP agrees to make no charge to the KONICA MINOLTA end user for Warranty Service.

**Section 5. Entitlement for Warranty Service**

In the event that KONICA MINOLTA technical support or KONICA MINOLTA's subcontractor performing technical support receives a call from ASP's customer, every effort will be made to redirect the call to ASP via email for Warranty Service fulfillment should an on-site visit be necessary. In order to receive dispatch notification from technical support, ASP must submit to KONICA MINOLTA Service Ownership Information as, in the manner set forth on Exhibit A, to enable notification of the correct service provider. This data is considered confidential to ASP and will only be used for dispatch purposes.

**Section 6. Warranty Reimbursement**

- (a) Except as hereinafter provided, KONICA MINOLTA offers reimbursement to ASP for Warranty Service (not including parts) provided by ASP to KONICA MINOLTA end users for Product(s), which are under warranty and within the warranty period as set forth in KONICA MINOLTA'S express warranty at the per incident price set forth on Exhibit C, according to the particular Product requiring Warranty Service and provided that ASP follows the Warranty Claims Reimbursement Procedure set forth on Exhibit D.
- (b) KONICA MINOLTA will not provide reimbursement for Warranty Service or reimbursement for parts for non-KMBS-authorized/dispatched service events the following types of service requests incurred, regardless of whether such occurs during the warranty period: third-party software application problems; operating system problems; operator errors; environment-related problems; configuration errors; products damaged by abuse, mishandling, alteration, accident, electrical current fluctuation or by not following operating, maintenance or environmental instructions; products damaged by service performed by a person or entity other than ASP; products damaged due to the use of non-approved KONICA MINOLTA parts or supplies.
- (c) Consumable Items, as defined in the product service manual, are not subject to Warranty Service reimbursement, for parts used in providing Warranty Service or exchange.

**Section 7. Parts and Parts Reimbursement**

- (a) In providing Warranty Service, ASP shall use only new or remanufactured spare parts from KONICA MINOLTA.
- (b) KONICA MINOLTA will charge and ASP is responsible for the total spare parts invoice amount of the spare parts order which includes the purchase price of the spare parts, the shipping charges, the handling fees, and applicable expediting fees.
- (c) KONICA MINOLTA agrees to sell spare parts to ASP at the standard prices in effect at the time of ASP's order adjusted for any discount set forth on Exhibit E applicable to ASP based upon ASP's status.
- (d) All spare parts invoices are due and payable within thirty (30) days upon ASP's receipt.
- (e) Except as hereinafter provided, KONICA MINOLTA offers reimbursement to ASP in the form of a replacement part or exchanged part, or credit to ASP account at Konica Minolta Business Solutions' discretion, for spare parts ordered from KONICA MINOLTA that are used in providing Warranty Service, provided that ASP is authorized to provide maintenance or warranty service on said product prior to performing the warranty

services. ASP must provide the KMBS service call ticket number- as authorized prior to ASP service call event- for each warranty event for which ASP seeks reimbursement with each reimbursement request. Parts claims must be made by ASP to KONICA MINOLTA within 30 days of parts usage in Warranty Service, following the Warranty Claims Reimbursement Procedure set forth on Exhibit D. KONICA MINOLTA will not reimburse ASP for more than three (3) parts used in a Warranty Service incident unless ASP obtains prior written approval from KONICA MINOLTA.

- (f) KONICA MINOLTA will deliver spare parts via common carrier (unless otherwise requested by ASP), after receipt of written parts order, within the following time frame:
  - (i) for all in-stock parts three (3) to five (5) days;
  - (ii) for out-of-stock parts up to four (4) weeks, except as provided in paragraph (iii) below;
  - (iii) for spare parts, from an offshore manufacturer, the lead-time specified by the manufacturer.
- (g) ASP must return to KONICA MINOLTA any defective core board, mother board, daughter board or printer controller board within fifteen business days.

**Section 8. Service Training**

- (a) KONICA MINOLTA will certify ASP technicians at no charge to the ASP provided the training is performed using KONICA MINOLTA'S Learning Place on mykonicaminolta.com Website (aka: MKM).
- (b) ASP must submit all completed tests from service training to KONICA MINOLTA for grading. A satisfactory grade will result in KONICA MINOLTA issuing a service-trained certificate in ASP's employee's name.
- (c) Classroom-based Service training course lengths vary by Product. Service training requests are required thirty (30) days in advance of the class date and payment must be received fourteen (14) days before the class begins.
- (d) KMBS reserves the right to require ASP to complete such additional product training via (MKM's The Learning Pace) within a specific time period to enable the ASP to provide field support for newly launched products. A failure by ASP to complete said training within the required time period may result in the termination of this Agreement (at KMBS' discretion and upon thirty (30) days written notice) and ASP's authorization to perform warranty and maintenance services on behalf of KMBS.

**Section 9. Technical Support**

- (a) KONICA MINOLTA will provide technical support to ASP free of charge for all Product(s) under warranty provided ASP has made all efforts to resolve problems by using KONICA MINOLTA Information. Technical support services can be obtained as follows:
  - (i) \*Technical Support Call Center. ASP's Certified Service Technicians can obtain and access technical support via telephone at the following telephone number 7:00 am–7:00 pm Central Time, Monday–Friday: (800) 682–2454, option 1. \*The KMBS Technical Support Call Center phone number is for Authorized Service Providers (ASP) use and is not intended for End-User support or distribution to the general public.

- (ii) On-line technical support services. ASP can access KONICA MINOLTA's secured Web site, with ASP's user name and password that are provided to ASPs by KONICA MINOLTA and will be valid only for the term of this Agreement. The secured web site contains field bulletins, printer system code, drivers, frequently asked questions and other technical information. Currently, this Web site information can be accessed at [mykonicaminolta.com](http://mykonicaminolta.com).
- (b) ASP shall not disclose its user name or password to third parties.

**Section 10. Advertising**

- (a) The ASP agrees that during the term of this Agreement, ASP will refer to its servicing operations for Product(s) as an Authorized KONICA MINOLTA Printer Service Facility.
- (b) Upon expiration of the term of this Agreement or upon termination of this Agreement, ASP shall immediately discontinue promoting itself as an Authorized KONICA MINOLTA Printer Service Facility.

**Section 11. Intellectual Property, Trademarks and Trade Names**

- (a) No title to or ownership of software or proprietary technology in hardware incorporated into any KONICA MINOLTA product is acquired by ASP. All software provided with the Products is licensed by KONICA MINOLTA pursuant to the terms of the respective License Agreement which are incorporated herein by reference as if copied in full. Title to the software shall remain with KONICA MINOLTA or its suppliers. All copyright, patent, trade secret, trade name, trademark, confidential information and other proprietary and intellectual property rights in the Products, including any KONICA MINOLTA software or firmware incorporated or otherwise included and used with or by the Products, and any documentation provided by KONICA MINOLTA or KONICA MINOLTA in connection with the Products, are and shall remain the property of KONICA MINOLTA. Neither ASP nor ASP's End-User shall have any rights in the Products except as expressly set forth in this Agreement. Neither ASP nor ASP's End-User, nor any person under ASP's direction or control, shall tamper with, alter, modify, enhance or correct any KONICA MINOLTA Product, including without limitation, any copyright or other proprietary notices, or disassemble or decompile the Product or any software incorporated or used with the Product, or attempt to do any of the foregoing.
- (b) Use of KMBS Intellectual Property by ASP.
  - (i) Subject to and conditioned upon ASP's continued compliance with this Agreement, KMBS grants to ASP a personal, limited, non-exclusive, non-transferable, non-sublicensable right, in the Territory to use, but only strictly in accordance with this Agreement, the trade name, brands, trademarks and service marks of KMBS (collectively, "KMBS Marks") solely for the purposes of conducting its business in accordance with this Agreement. ASP shall not use any KMBS Mark in any way that would result in confusion or lead third parties to believe that ASP and KONICA MINOLTA are not distinct and separate entities, or that items not manufactured and/or distributed by KONICA MINOLTA were manufactured and or distributed by KONICA MINOLTA. The ownership of the TRADEMARK "KONICA MINOLTA" or any other mark, name, or logo of KONICA MINOLTA shall remain solely in KONICA MINOLTA and ASP shall not have or acquire any rights therein. Upon expiration of the term of this Agreement or upon

termination of this Agreement, ASP shall immediately discontinue or cause to be discontinued at its expense all use and display of the TRADEMARK "KONICA MINOLTA" and any other name trademark or logo of KONICA MINOLTA which KONICA MINOLTA may have authorized.

(ii) ASP expressly recognizes the importance to KMBS and to its reputation and good will, and to the public, of maintaining high, uniformly applied standards of quality in the sale and servicing of the Products and their advertising, marketing and distribution. Accordingly, ASP agrees to follow any and all written specifications of KMBS relating to the nature and quality of the Products, the affixation, colors and display of the KMBS Marks, and the sale, service, marketing and advertising of the Products and the KMBS Marks as KMBS may promulgate from time-to-time, and ASP agrees and consents that such later-issued standards shall automatically become a part of this Agreement.

(iii) ASP shall not alter, obliterate, deface or remove any of the KMBS Marks or serial number carried on any Product or on the packaging in which such Product is enclosed or add any name, brand, trademark, or service mark to the Products, except ASP may affix a sticker or label on such Product identifying ASP name, their equipment I.D. number and providing its phone number for purposes of providing service and maintenance of such Product. ASP shall not use any part of the KMBS Marks or any KMBS affiliate name, trade name, trademarks, service marks, or otherwise in identifying its business. ASP shall not acquire, and specifically disclaims, any right of ownership or license in the KMBS Marks, any names or numbers relating to the Products, KMBS or KMBS affiliate trade names, brands, trademarks or service marks, all of which are and shall remain the sole and exclusive property of KMBS or its affiliates. ASP's sole right shall be to state orally or in writing (in accordance with the standards and requirements of this Agreement) that it is an authorized service provider for certain KMBS Products in the Territory, but no such statement may include or refer to any KMBS Mark, KMBS or KMBS affiliate trademark without the prior written consent of KMBS. ASP shall take no action that will infringe any patent, copyright or trademark of KMBS. Without limiting the foregoing, ASP shall not: (a) use the KMBS Marks or any components or any words or marks confusingly similar thereto, in connection with the manufacture, packaging, use, sale or distribution of any product or service not manufactured or provided by KMBS; (b) apply for or seek registration anywhere at any time of the KMBS Marks or any components or any words or marks confusingly similar thereto (it being agreed that, when called upon in writing by KMBS at any time to do so, ASP shall, at the election of KMBS, either assign to KMBS in writing any rights which ASP might have therein or release and cancel any rights of record which ASP might have therein); (c) use the KMBS Marks or any components or any words or marks confusingly similar thereto, in any corporate or other trade name; or (d) do anything or commit any act which might prejudice or adversely affect the validity of the KMBS Marks or their ownership by KMBS.

(iv) ASP acknowledges the validity and distinctiveness of the KMBS Marks, and agrees not to challenge or cooperate in challenging the KMBS Marks.

(v) ASP shall promptly notify KMBS in writing of any claims, demands or suits based upon or arising from the use of the mark "KMBS" or any other KMBS trademark or trade name used in connection with the Products, or of any applications for registration and registrations of conflicting trademarks, and all infringements, limitations, illegal use or misuse of "KMBS" or any other KMBS trademarks, trade names, words or symbols used in connection with the

Products which come to ASP's attention.  
(vi) All rights not expressly granted are reserved to KMBS.

**Section 12. Non-Solicitation**

ASP agrees that it will only sell maintenance contracts to provide non-Warranty Services to KONICA MINOLTA end users, who purchased KONICA MINOLTA products from ASP or who have an existing supplier/customer relationship with the ASP for maintenance services. The ASP also agrees not to solicit maintenance services from existing KONICA MINOLTA customers, unless approved in writing by KONICA MINOLTA.

**Section 13. Personnel**

Neither KMBS nor ASP shall, without the prior consent of the other, (a) hire or engage the services of any former employee of the other for a period of at least six (6) months after such employee's last day of employment. The hiring of a former employee of KMBS or ASP where such former employee had relocated outside the metropolitan area in which he/she formerly was employed by KMBS or ASP shall not constitute a breach of this Section 13.

**Section 14. Term of Agreement**

The term of this Agreement shall be for a period of one year from the last date set forth on the signature page hereof. After the initial term, this Agreement will renew each year for an additional one year, provided the parties agree to any change in terms and conditions or pricing, if any. ASP must continue to successfully complete training on newly released KMBS products and/or additional training on existing products as required by KMBS.

**Section 15. Termination**

- (a) Either party may terminate this Agreement if the other party commits a breach of any provision of this Agreement, which is not cured within thirty (30) days following receipt of written notice from the non-breaching party or at any time if the other party shall file a petition in bankruptcy or be adjudicated as bankrupt or insolvent, or shall make an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if the other party shall discontinue its business if a receiver is appointed for its business. KONICA MINOLTA may terminate ASP's Service Authorization without cause by providing ASP (30) thirty days written notice.
- (b) KONICA MINOLTA shall not be liable to ASP for damages and losses of any nature resulting from such termination.
- (c) The failure of either party to enforce, at any time or for any period of time, any provision herein shall not be construed to be a waiver of such provision or the rights of such party thereafter to enforce each and every provision hereof.
- (d) Upon termination of this Agreement, all rights granted herein shall revert to KONICA MINOLTA.

**Section 16. No Assignment**

ASP represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party, and further agrees that it may not assigned its rights or obligations under this Agreement without the prior written consent of KONICA MINOLTA.

**Section 17. Disclaimer of Warranty and Limitation of Liability**

- (a) Limited Warranty. Except as otherwise advised in writing by KMBS, KMBS warrants that all new machines purchased by ASP from KMBS, under normal use and service and when installed, repaired, maintained and used in conformance with KMBS' instructions and procedures, shall be free from defects in material and workmanship for **one (1) year** (or 3-year for certain products) from installation by ASP. KMBS warrants that parts sold separately, accessories and supplies will be free from defects in material and workmanship for the lesser of ninety (90) days from installation by ASP or three hundred and sixty-five (365) days from the date of delivery to ASP. KMBS' warranty for drums and consumables shall be as provided for in the KMBS procedures for a period that is at least ninety (90) days from installation by ASP, but no longer than three hundred and sixty-five (365) days from the date of delivery to ASP. All drum and consumable claims that are yield-related are handled on a case-by-case basis and will be processed under Konica Minolta Business Solutions' discretion and when validated by a KMBS Technical Support/CRC or Service Operations representative.
- (b) Limitations of Warranty. KMBS warranty is subject to the following limitations:
- (i) KMBS' sole obligation and ASP's exclusive remedy shall be an obligation by KMBS to repair on-site, or at KMBS' option, replace/exchange or credit the ASP account at original price paid any machine, part thereof, accessory or supply which is shown by proper evidence submitted by ASP to KMBS, in normal and proper use, to be defective in material or workmanship within the warranty period and as previously authorized by KMBS' Technical Support/CRC or Service Operations staff for which an authorized service ticket number has been assigned by KMBS. KMBS requires ASP to return to an authorized KMBS warehouse all defective/damaged core products for which exchanged products were shipped by KMBS. Failure to return core products may result in future invoicing to ASP based on non-returned product ASP price.
- (ii) This warranty shall not apply if the item has been abused, neglected, modified, tampered with or repaired with the use of parts not recommended by KMBS.
- (iii) Any warranty given by KMBS shall not extend to any person other than ASP, and ASP is expressly prohibited from extending any warranty or warranties on behalf of KMBS to any other person. ASP agrees to extend its own warranty or warranties, which shall be no less extensive than the warranty or warranties extended by KMBS to ASP, to each purchaser of the Products from ASP.
- (iv) In the event any parts and/or structural components of a Product are altered or modified by ASP or the End-User without the express written consent of KMBS any and all warranties and/or guarantees shall immediately cease and terminate.
- (c) **WARRANTY DISCLAIMER. THE WARRANTIES PROVIDED PURSUANT TO THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF, AND KMBS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF ASP'S END-USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

- (d) **NEITHER PARTY SHALL BE LIABLE TO OR HAVE ANY RESPONSIBILITY TO THE OTHER PARTY, OR TO ANY END USER OR THIRD PARTY, FOR PAYMENT OR DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ITS BREACH, TERMINATION OR NON-RENEWAL, OR ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OF BUSINESS BETWEEN THEM FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR PERFORMANCE OF THE PRODUCTS EVEN IF SO ADVISED PRIOR TO THE SIGNING OF THIS AGREEMENT.**

**Section 18. Entire Agreement**

- (a) This Agreement and any schedules issued hereto, is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations, oral statements, and proposals. No provisions of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification shall be in writing and signed by a duly authorized officer of both parties. This Service Authorization supersedes all previous KMBS agreements pertaining to the subject. This Program is not available to any of KMBS' Dealers. Any entity that is a party to a KMBS Dealer Agreement or has been a party to a KMBS Dealer Agreement in the last twelve (12) calendar months is not eligible to execute this Agreement or participate in this Service Program.

**Section 19. Confidentiality**

- (a) Nondisclosure of Confidential Information. ASP and KMBS shall maintain all Confidential Information provided by the other party in confidence and shall protect it using at least the same degree of care used to protect a party's own proprietary and confidential information and materials of like importance, but in no event less care than a reasonably prudent business person would take in a like or similar situation. A party shall not disclose or permit any third person or entity access to the other party's Confidential Information without prior written permission, except to a party's employees and to employees of End-Users to the extent required to utilize or maintain the Product as permitted hereunder. Each party shall advise its employees who shall have access to the Products or the other party's Confidential Information of the confidential and proprietary nature thereof and of their obligations to maintain this confidentiality.
- (b) Information Not Deemed Confidential. Information shall not be deemed Confidential Information if it: (i) is now or subsequently becomes generally known or available; (ii) is known to the recipient at the time of its receipt from the owner of the information, (iii) is provided by the owner of the information to a third party without restriction on disclosure; or (iv) is independently developed by recipient without access to or use of the Confidential Information of the owner of the information.
- (c) Trade Secrets. ASP acknowledges that it has or may in the future obtain information from KMBS that constitutes a trade secret under applicable uniform or state trade secret act. The ASP agrees never to, directly or indirectly, engage in or abet the misappropriation of any KMBS trade secret.

**Section 20. Insurance**

ASP is solely responsible for any claim, action, loss, damage, liability, injury or death arising out of or relating to the operation of the ASP's business or arising out of, relating to, acts or omission of the ASP or agents or omissions of the ASP's agents, employees, contractors, in connection with the operation of the ASP's business. ASP shall obtain and maintain in force and pay the premiums for general liability insurance with complete operations coverage, broad form contractual liability coverage, and property damage, all with a minimum of \$1,000,000 per person and \$1,000,000 per occurrence and other insurance in such types and amounts as KMBS may reasonably require or is required by law from time to time. Upon KMBS' request, ASP will deliver an original certificate of insurance and evidence of policy renewal at last thirty (30) days before its expiration

#### **Section 21. Arbitration and Claim Accrual**

- (a) **Agreement to Arbitrate.** Except for claims arising out of a breach of ¶11 – Intellectual Property Rights or ¶19 - Confidentiality, or for ASP's failure to pay an outstanding invoice, accounts receivable or book account to KMBS, any and all claims, counterclaims, set-offs or disputes arising out of or relating to this contract or the breach, termination or validity thereof shall be finally settled by arbitration conducted exclusively within the State of New Jersey expeditiously in accordance with the American Arbitration Association Commercial Arbitration Rules by three independent and impartial arbitrators, of whom each party to this agreement shall appoint one. Any Arbitrator not appointed by a party shall be selected from the A.A.A. Panels of Neutrals. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Section 1-16, and judgment upon the award rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof. In addition to any award, the prevailing party may be entitled to reasonable attorney's fees and costs of the arbitration. The parties hereto expressly waive, and the Arbitrator(s) shall not have the power to award incidental, consequential or punitive damages. KMBS and ASP hereby agree that the Arbitration shall proceed exclusively within the State of New Jersey at a reasonably convenient location therein.
- (b) **Limitation of Action.** Any claim arising out of or relating to this Agreement or the breach, termination or validity thereof, must be brought within two (2) years of its accrual or it shall be deemed waived.

#### **Section 22. Miscellaneous Provisions**

- (a) **Non Waiver.** The failure or refusal by KMBS to insist upon the strict performance of any provision of this Agreement or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a custom or practice contrary to such provision or right.
- (b) **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- (c) **Export Controls.** ASP represents and warrants that it is in compliance with all applicable U.S. laws relating to an embargo and ASP shall make no sales in violation of the U.S. Department of Commerce Denied Persons, Entities, and Unverified List, the U.S. Department of State's Debarred Lists, or on the U.S. Department of Treasury's Lists of Specialty Designated Nationals as such list may be amended from time to time.

- (d) **Notices.** Notices required to be given by KMBS under this Agreement may be given in writing (confirmed by overnight courier with certified receipt), by facsimile transmission, e-mail or by posting the same on its Authorized Service Provider. Notices given by ASP may be given in writing (confirmed by overnight courier with certified receipt), by facsimile or by e-mail addressed to the Vice President of Service or comparable position. For notices to KMBS a simultaneous copy shall also be sent by facsimile to KMBS' Office of General Counsel, Attention: Sharon Umhoefer, Esquire at 201-825-7331.
- (e) **Acceptance.** If this Agreement is manually executed by ASP, then this Agreement shall become binding upon KMBS and ASP only upon approval, acceptance and execution hereof by an Executive Vice-President of KMBS or Vice-President of KMBS. In the event that this Agreement is electronically executed over the internet, the ASP understands that its participation in this Authorized Service Provider Program is also subject to ASP's credit and other approval by KMBS. KMBS reserves the right to refuse any company or entity's request for participation in this Program. ASP understands and agrees that in the event of any questions or interpretation regarding the rules, terms and conditions or eligibility for any promotion, the decision of KMBS is final.
- (f) If this Agreement is manually executed, the parties agree that facsimile signatures shall be accepted as original signatures. The parties further agree 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. 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. The placement of any orders or the transaction of any business by electronic medium or the solicitation of any business from an End-User, including but not limited to transactions utilizing KMBS' or ASP's website, shall be subject to the terms of this Agreement.
- (g) **Force Majeure.** Neither party shall be responsible for delays or failure in performance of this Agreement to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.
- (h) **Relationship of Parties.** The relationship created between KMBS and ASP is that of supplier and ASP and neither party, nor any of its employees, ASPs, customer or agents, shall be deemed to be the representative, agent or employee of the other party for any purpose whatsoever, nor shall they or any of them have any authority or right to assume or create an obligation of any kind or nature, express or implied, on behalf of the other party, nor to accept service of any legal process of any kind addressed to, or intended for, the other party. Nothing contained in this Agreement shall be deemed to create a joint venture, partnership or agency relationship between KMBS and ASP. Nothing set forth herein shall be deemed to confer upon any person or entity, other than the parties to this Agreement, a right of action either under this Agreement or in any manner whatsoever. ASP agrees and represents that its employees are and shall remain the employees of ASP, and nothing contained in this Agreement shall be construed to create an employment agreement or arrangement between KMBS and ASP. ASP is and shall be conclusively deemed an independent contractor.
- (i) **No Franchise Relationship Intended by Either Party.** ASP expressly acknowledges that (i) no franchise relationship or similar business opportunity relationship has been created by this Agreement; (ii) no fee of any type has been sought by KMBS or directly or indirectly paid by ASP for the rights provided in this Agreement; and (iii) no federal or

state law, regulation or rule relating to franchises or similar relationship is intended by either party to be applicable to such relationship or to this Agreement.

**Section 23. Major and National Accounts**

- (a) Nature of KMBS National or Major Accounts. ASP understands and agrees that it has no interest in any account that KMBS may in its sole discretion designate as a KMBS National or Major Account.
- (b) Service and Maintenance for KMBS National and Major Accounts. ASP agrees to provide service and maintenance to any National or Major Account that KMBS in its sole discretion may request ASP to do so. Payment for service or maintenance for National or Major Accounts shall be as provided by KMBS or as otherwise agreed between ASP and KBMS in writing.
- (c) KMBS may, upon ninety (90) days written notice, direct ASP to discontinue providing service or maintenance to any and all National or Major Account(s) and ASP hereby waives all right to any claim of any nature whatsoever, including but not limited to, any and all claims for incidental, consequential or punitive damages or injunctive relief, arising from such discontinuance, except a claim for compensation for services provided by ASP to KMBS' National or Major Account(s) prior to the date of discontinuance.

**Section 24. Governing Law and Exclusive Venue**

- (a) This Agreement and performance hereunder shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to choice of law and conflicts of law principles. The Parties hereto consent to the jurisdiction of and venue of any state or federal court located within the State of New Jersey upon service of process made in accordance with the statutes of the United States or the State of New Jersey, as applicable. Subject to the provisions of ¶21, the Parties further agree that any and all causes of action, proceedings, applications, and other matters between KMBS and ASP brought before a court of law for any reason, whether or not arising under this Agreement, shall only have jurisdiction and venue in the state or federal courts situated within the State of New Jersey and each Party irrevocably waives any right to a jury trial.

**ASP, BY CLICKING "I AGREE" BELOW, AGREES TO THE TERMS AND CONDITIONS OF THIS AUTHORIZED SERVICE PROVIDER AGREEMENT, AND INTENDS TO BE BOUND THERETO AS IF THE AGREEMENT WAS MANUALLY EXECUTED AND, ACNOWLEDGES THAT KMBS MAY RELY IN GOOD FAITH ON THIS ELECTRONIC ACCEPTANCE.**

**Exhibit "A"**

**Konica Minolta Business Solutions U.S.A., Inc.  
Authorized Service Provider Agreement**

Service Ownership Information

KMBS Business Partners who purchase printers direct from KMBS will automatically be registered as the Authorized Service Provider (ASP) when the product is shipped from our warehouse. It will not be necessary to register for Service ownership.

In order to ensure that KMBS' records indicate your organization as the owner of service for a non-assigned KMBS product at a particular end user / customer you may e-mail the product model, serial number and customer name (with address) to the KMBS ASP team at [ASP@kmbs.konicaminolta.us](mailto:ASP@kmbs.konicaminolta.us). KMBS will verify that service ownership has not been previously assigned to another ASP/Partner and update our system equipment records to indicate your organization as the ASP for our dispatch, contact records. KMBS will not change service ownership on a specific product without written consent from the original assigned ASP if it is found to be previously assigned. Questions on ASP dispatching may be e-mailed to [ASP@kmbs.konicaminolta.us](mailto:ASP@kmbs.konicaminolta.us).

**Exhibit "B"**

**Konica Minolta Business Solutions U.S.A., Inc.  
Authorized Service Provider Agreement**

Intentionally Omitted

**Exhibit C**

**Konica Minolta Business Solutions U.S.A., Inc.**

**Authorized Service Provider Agreement**

Warranty Service Reimbursement Per Incident Fee

All On-site warranty labor claims must be pre-approved by KMBS SSD Support Center by calling (877) 778-2687

1. On-Site Labor (except 4060 and MC7300)	\$125.00
2. On-Site Labor 4060 and MC7300	\$135.00
3. Installation MC8650	\$300.00

## **Exhibit D**

### **Konica Minolta Business Solutions U.S.A., Inc.**

#### **Authorized Service Provider Agreement**

##### Warranty Claim Procedure

All warranty claims for on-site service or whole unit Advance Exchange must be pre-approved by the KMBS SSD Tech Support/CRC Team. ASPs must contact the KMBS SSD Support Center at (877) 778-2687 for prior authorization before submitting for labor reimbursement or completing an in-warranty service event.

KMBS will credit ASP's a pre-set labor reimbursement rate for the specific model serviced. In order to qualify for the labor reimbursement, the ASP must be able to provide a specific KMBS SSD Technical Support Call ID/Ticket number that was assigned for the call. This is the control number that will be needed by Konica Minolta as verification of the KMBS' pre-authorization for all on-site product repairs. The Business Partner may file a labor claim in [mykonicaminolta.com](http://mykonicaminolta.com) under the Service Tab > Printer Labor/Installation Credit.

**Exhibit E**

**KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**

**Authorized Service Provider Agreement**

Spare Parts Discounts

30% off the standard purchase (list) price of spare parts at the time of ASP's order.

**DURATION OF AGREEMENT**

This Agreement shall commence on the Effective Date and shall remain in full force and effect and automatically renew itself from year to year thereafter, unless terminated earlier in accordance with the terms of this Agreement, and/or ASP is in default of any of its obligations hereunder. KMBS may, in its sole discretion, elect not to renew this Agreement if ASP has failed to fulfill or perform any one or more of the material duties, obligations or responsibilities undertaken by ASP.

**ENTIRE AGREEMENT**

This Agreement (including the Ts & Cs and other exhibits) is the entire agreement between the parties and supercedes all previous agreements, communications and course of dealings between the parties regarding the subject matter hereof. No provisions of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification shall be in writing and signed by a duly authorized officer of both parties.

IN WITNESS WHEREOF, KMBS has caused this Agreement to be executed by its duly authorized representative at Ramsey, New Jersey and ASP has caused this Agreement to be executed by its duly authorized representative, each as of the date first above written.

\_\_\_\_\_  
(Full Name of Authorized Service Provider)

By \_\_\_\_\_

Title: \_\_\_\_\_

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC

By \_\_\_\_\_

James Ingrassia, VP of Solutions Support Division