



**Imaging 411**  
235-O Robbins Lane  
Syosset, NY 11791

**Toll Free (866) 411-4624**

**Fax: 516-558-0986**

**The Document Capture Company**

***Equipment & Software Maintenance Contract***

**BASIC SERVICE:** Service is to be provided during the Prime Period of Maintenance (PPM) which is the period between the hours of 8 a.m. and 8 p.m. EST, Monday through Friday of each week, excluding holidays. Any incomplete service action commenced during the PPM will be continued for one hour beyond the PPM, at no additional charge. Basic Service includes the following features; all parts and labor, unlimited telephone support for software or hardware related issues, unlimited internet support, all software revisions and patches.

**PREVENTATIVE MAINTENANCE:** P.M. will be provided as agreed upon to include, but not limited to, replacement of air filter (clean or replace as needed), clean optics, CCD and other filter surface parts (as needed), calibration of optics and electronics, and visual inspection of device and workstation (if applicable). Upon completion of the preventive maintenance the scanner and software will be tested to insure proper operation in accordance with manufacturer specifications.

**RESPONSE TIME:** Standard Initial response for Service will be within Eight- (8) PPM hours of Customer call unless otherwise specified.

**EQUIPMENT & SOFTWARE COVERED:** All Equipment & Software covered under this contract is listed on Addendum page of this agreement. Imaging 411 reserves the right to inspect the Equipment & Software to be covered, prior to the execution of this contract, to determine that the Equipment & Software is in good working order. Customer will be responsible for any parts and labor required to certify the Equipment for a contract. Revisions and patches of software listed in addendum will be provided within the scope of this contract at no additional charge.

**PARTS AND MATERIALS:** IMAGING 411 will replace all parts necessary to keep the Equipment & Software operating according to manufacturer's specifications with the exception of consumables. Any repairs caused by misuse or neglect of the Equipment will NOT be covered.

**AREA OF SERVICE:** On-site support is offered in most US states, and Advanced Unit Replacement is available in all US States for certain equipment manufacturers and models.

**CHANGE OF LOCATION:** IMAGING 411 agrees to maintain the Equipment & Software at the location specified within this agreement. In the event that the Equipment & Software is relocated to another site, IMAGING 411 reserves the right to renegotiate this Agreement if, in its opinion, the relocation alters the convenience with which IMAGING 411 can fulfill its obligations.

**EQUIPMENT & SOFTWARE USE:** This contract is contingent upon the Equipment & Software being used by the customer in a proper and ordinary manner, within the temperature and humidity ranges, and in accordance with the manufacturer's specifications. If in the reasonable opinion of IMAGING 411, damage to Equipment & Software covered by this contract results from abuse, disregard of manufacturer's specifications, equipment not being connected to a dedicated power outlet or proper UPS, or other improper uses, IMAGING 411 shall: (1) report to the customer its finding with respect to Equipment & Software damage, and (2) be entitled to charge, in addition to the monthly rate, an hourly fee for service, to be billed at the current IMAGING 411 hourly rate at the time such damage occurs.

**LIMITATIONS OF LIABILITY:** IMAGING 411 will not be responsible for special, incidental, indirect, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the Equipment & Software or any associated Equipment & Software, cost of capital, cost of substitute facilities, Equipment & Software, outsource services, down-time costs or claims by customers of the customer for such damages. IMAGING 411 shall not be required to perform repairs or assume responsibility for customer expectations of machine performance beyond the reasonable expectations of machine performance and the manufacturer specifications. IMAGING 411 shall not assume liability for delays in repair caused by non-availability of parts that are discontinued or no longer supported by the original manufacturer of the equipment.

**MAJOR DISASTER:** Imaging 411 shall not be liable for conditions beyond its reasonable control. IMAGING 411 will not be responsible for repairs required as a result of fire, lightning, power surge, flood, riot, or similar acts of man or nature.

**LIMITED WARRANTY:** All replacement parts provided hereunder shall be warranted to be free from defects in design and workmanship, and will conform to the applicable Equipment & Software specifications. IMAGING 411's sole obligation and liability under this warranty shall be to repair or replace any defective or nonconforming parts, where Customer notifies IMAGING 411 in writing of such defect or non-conformance during the term of this Agreement.

NO OTHER WARRANTY IS EXPRESSED AND NONE SHALL BE IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE.

**NONDISCLOSURE:** Both parties agree to take all reasonable steps necessary to protect the confidential and trade secret information of the other party which may be disclosed during the period of this agreement. Both parties agree that no such information shall be disclosed to any third party and that no such information shall be used for any purpose except for the operation and maintenance of the specific units of Equipment & Software owned by Customer.

**CONTRACT PERFORMANCE:** IMAGING 411 has the right to subcontract the services for the performance of this contract provided the same quality service performance is maintained.

**GENERAL:** This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof, supersedes all prior discussions, and may be modified only by a written document signed by authorized representative of both parties. Any conflicting or additional terms contained in Customer's purchase order shall not apply and shall not become a part of this Agreement.

IMAGING 411 retains the right to cancel customer contract if excessive and, or unwarranted calls are placed by the customer with 30 days written notice, any balance of prepaid money will be returned within 30 days of cancellation. Customer may terminate this agreement without notice due to legitimate cause. IMAGING 411 may exercise the right to withhold maintenance should the customers account become past due.

This agreement shall be governed by New York State law. In the event that any action or proceeding is brought in connection with this Agreement, the prevailing party therein shall be entitled to recover its costs and reasonable attorney's fees.

## ADDENDUM AND PRICING PAGE

Customer Name:	Contact Person:
Street Address:	Bldg, Apt, Suite:
City:	State, Zip Code:
Phone #:	Fax Number:
E-mail Address:	Website:

Item	Equipment & Software Covered	Serial Number	Max. Value	Max. Protect
	Hitachi HT-4139 Scanner			
<b>Annual Total:</b>				
<b>Monthly Total:</b>				
<b>Contract Option</b> (check, and initial in appropriate box)			Value	Protect

CONTRACT PERIOD: 1/1/10

**Complementary Service Options: (Check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Loaner Protection (If available add \$300)</b>              | <input type="checkbox"/> <b>Maximum Value Plus (add 10%)</b>            |
| <input type="checkbox"/> <b>Maximum Protection Plus (add 10%)</b>                       | <input type="checkbox"/> <b>Operator Refresher Training (add \$200)</b> |
| <input type="checkbox"/> <b>Interested in Multi-Year Discounts, please send pricing</b> | <input type="checkbox"/> <b>Single Event PM Service (add \$250)</b>     |

**AUTHORIZATION:** Customer agrees to purchase and Imaging 411 Inc. agrees to perform the following preventative maintenance and remedial maintenance services for the Equipment & Software described below according to the terms and conditions contained herein

**FOR IMAGING 411:**  
(Authorized Signature)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**FOR CUSTOMER:**  
(Authorized Signature)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Contract Descriptions:**

**Maximum Value:** Covers all parts, labor and travel, 8 hour on site response, 5x9 hours of coverage, Monday – Friday, and Risk Free policy\*

**Maximum Protection:** Max. Value contract terms with 2 scheduled Preventive maintenance visits, One- (1) consumable roller kit per unit and end user refresher training

**Maximum Protection & Value Plus:** Gives you all program benefits outlined above and Four- (4) hour on site response for service calls

**RISK FREE EXCELLENCE POLICY:** ALLOWS YOU TO CANCEL YOUR AGREEMENT AT ANYTIME WITH ZERO NOTICE, AND RECEIVE A FULL PRO-RATED REFUND WITHIN 30 DAYS OF CANCELLATION. YOU HAVE THE RIGHT TO CANCEL THE AGREEMENT IF WE DO NOT DELIVER ON OUR PROMISE TO PROVIDE OUTSTANDING SERVICE, WHICH WOULD INCLUDE FAILING TO CONSISTENTLY RESPOND TO SERVICE REQUESTS WITHIN 8 BUSINESS HOURS, AND FAILING TO KEEP YOUR EQUIPMENT OPERATING IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS. YOU MAY CANCEL YOUR CONTRACT IMMEDIATELY FOR THE ABOVE REASONS ONLY. OTHERWISE, ANY ECONOMIC OR BUSINESS RELATED CONDITION THAT WOULD CAUSE YOU TO CANCEL, WOULD REQUIRE OUR STANDARD 30 DAY WRITTEN NOTICE OF CANCELLATION AS STATED WITHIN THE CONTRACT TERMS, FOR WHICH YOU WILL BE INVOICED THROUGH THAT 30 DAY PERIOD.