

**GENESIS MAINTENANCE AGREEMENT TERMS AND CONDITIONS  
VERSION - GENMA-V03-18**

Thank you for purchasing a Maintenance Agreement from Genesis of Oklahoma, or its affiliate, OMECorp Genesis Business Systems (collectively “Genesis”). This document is a part of your Maintenance Agreement with Genesis and it provides additional details regarding Genesis’ Maintenance Agreement covering the hardware and software of the equipment covered by the Genesis Maintenance Agreement and listed on the Genesis Maintenance Agreement (“Products”).

**WHAT’S COVERED?**

Maintenance Services, as described herein, will be provided for the Products at the location listed under the Installation Information section of the Genesis Maintenance Agreement (“Installation Location”). Genesis agrees to provide the parts, labor, and supplies needed for the ordinary maintenance of the Products as required due to normal wear, tear, and usage ("Maintenance Services"). Maintenance Services do not include Excluded Services (as defined below) as defined solely by Genesis. Maintenance Services may include preventative maintenance and inspections from time to time, as determined by Genesis. Software Maintenance Services include the installation of updates for program(s), associated supporting documentation made generally available by Genesis, and commercially reasonable efforts to correct any incidents. The Genesis Software Maintenance Services Agreement is not a software license agreement. Genesis may, at its option, designate a third party to provide Maintenance Services. Genesis, in its sole discretion, may service the Products by replacing the Product with new or like-new Products; provided that such replacement products are substantially similar to the Products listed on the Genesis Maintenance Agreement. Maintenance Services will be provided during normal business hours excluding Genesis observed holidays. Any parts or Products that are replaced by Genesis while performing Maintenance Services shall become the property of Genesis.

## **WHAT ARE THE MAINTENANCE SERVICES FEES AND WHEN ARE THEY DUE?**

### **For Purchased Products:**

Customer shall commence paying for the Maintenance Services upon delivery of the Products to the Installation Location. All fees for Maintenance Services ("Maintenance Fees") on the Products are invoiced per the billing frequency indicated on the signature page of this agreement in advance. Usage overages will be invoiced on the next invoice following the date in which usage counts are requested. Usage overages will be billed at the overage rate listed on the signature page of this agreement.

### **For Leased Products:**

If the Products are being leased ("Leased Products") and the Maintenance Fees are included in the lease payment amount, then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), during the initial term of the lease, provided the Customer is current with all lease payments. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, on the date the lease commences. During any renewal term, Customer agrees to pay the then-current fee for Maintenance Services. Usage overages will be invoiced on the next invoice following the date in which usage counts are requested. Usage overages will be billed at the overage rate listed on the signature page of this agreement.

### **Additional Charges:**

In addition to the Maintenance Fees, Customer agrees to pay for (a) labor, parts, and expenses for Excluded Services performed by Genesis; (b) travel expenses and any on-site maintenance services that in the opinion of Genesis is not deemed necessary; (c) an increased Maintenance Fee during the initial maintenance term for Products that are regularly used by more than one shift of personnel per business day, or exceed Product recommended usage; (d) Genesis may increase the Maintenance Fees during and at the end of the initial maintenance term (as defined below) and any renewal term; (e) equipment refurbishment required for Products that are in excess of annual or lifetime volume thresholds as solely defined by Genesis; (f) Genesis approved power protection device(s) to assist in preventing electrical issues and damage to Products; (g) Genesis has the option to increase the base and overage cost per copy amount during the initial term of the

agreement, given the Customer's toner usage exceeds the yield ratings set by the manufacturer. In the event Customer's account is greater than 30 days past due, the Genesis Maintenance Agreement may be suspended and Maintenance Services placed on a billable/per call basis and Customer agrees to pay the then-current fee for Maintenance Services until Customer's account is brought back to current and the Genesis Maintenance Agreement reinstated. Any uninvoiced supplies remaining in the Product will be invoiced to Customer at the then-current retail rate and prorated based on usage remaining. At Genesis' sole discretion the Customer may be required to obtain a final customer visit to perform Excluded Services in order to complete a termination of Genesis Maintenance Agreement. All additional charges shall be at Genesis' then-current rates for time, materials, and uninvoiced supplies. Charges for labor shall include travel expenses including travel time, gas, tolls, mileage, etc. Customer agrees to make payments to the address specified on Genesis invoices, or at any other place designated in writing by Genesis, within thirty (30) days of the date of invoice. If Genesis does not receive a payment in full on or before its due date, Customer shall pay a fee equal to 5% of the amount that is late, or twenty five dollars (\$25), whichever is greater; but in no event, shall Customer pay more than the maximum amount allowed by law. In addition, Customer agrees to pay Genesis the then-current fee for checks returned unpaid and for ACH direct debit transactions which are rejected. **All payments for Maintenance Services and additional charges are nonrefundable.**

## **WHAT ARE THE TERMS & CANCELLATION PROCEDURES OF MAINTENANCE SERVICES?**

### **For Purchased Products:**

Unless otherwise specified in the Genesis Maintenance Agreement, the initial term of Genesis Maintenance Agreement is one (1) year and unconditionally non-cancellable by Customer. Unless Customer provides at least ninety (90) days written notice to Genesis prior to the end of the initial term, or any renewal term, the Genesis Maintenance Agreement shall automatically renew for an additional one (1) year term at Genesis' then-current fee for Maintenance Services.

### **For Leased Products:**

The initial term of the Genesis Maintenance Agreement for Leased Products will be equal to the initial term of the lease and unconditionally non-cancellable by Customer. If Customer elects to execute an early termination of the lease, and Maintenance Service is not included in the

termination quote in the lease, Genesis will invoice the Customer for the remaining months of the initial or renewal term of the Genesis Maintenance Agreement. The Genesis Maintenance Agreement shall automatically renew upon renewal of the lease at Genesis' then-current fee for Maintenance Service.

## **HOW DO I REQUEST MAINTENANCE SERVICE?**

In order to receive Maintenance Services on the Products, the Customer must notify Genesis of a need for service by contacting Genesis in the manner directed by Genesis. Genesis may, at its sole discretion, attempt to resolve Product(s) performance issues through remote support procedures. If Genesis determines that on-site service is necessary, Genesis shall provide such on-site service in accordance with the terms set forth herein.

## **WHAT IS NOT COVERED BY THE GENESIS MAINTENANCE PROGRAM?**

Maintenance Services do not include the following ("Excluded Services"):

1. Shipping and Handling charges associated to delivery of products and supplies
2. De-installation of the Products, moving of the Products, re-installation of Products or damage caused by relocation of the Products not conducted by Genesis
3. Additional Product training for current or new Product operators outside of the 90-day period from the date of purchase or lease of the Product
4. Re-installation of job programs, templates, print drivers, account codes, software, etc.; including recovery of any customer data stored within Genesis Products or the maintaining of any back-up data
5. Services provided before 8:00 a.m. or after 5:00 p.m. local time due to (i) the location of the Product(s) (ii) or local servicing agent observed holidays
6. Running of applications or material greater than the adequate need to insure Product performance
7. Customer network or IT related issues, (i.e. firewall, antivirus, port availability, hardware restrictions, environmental challenges, etc.), including unreasonable time waiting onsite for Customer to correct the network or IT issue

8. Damage caused by intermittent or constant electrical or unclean power not meeting or exceeding the published specifications found in the operator's or service guide for the Product
9. Maintenance or repairs made necessary by the failure of Customer to maintain or use the Products in accordance with Genesis' specifications, or Customer's refusal of remote support procedures
10. Maintenance or repairs made necessary by (i) changes in the design of the Products made by the Customer, (ii) changes in the mechanical, electrical, or electronic interconnections made by the Customer, or (iii) the attachment of other parts or components to the Products by Customer
11. Maintenance or repairs made necessary by accidents, negligence of Customer, or natural disasters
12. Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Genesis or its authorized service representatives
13. Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that are not authorized in writing or supplied by Genesis
14. Customer requested back up or spare parts & supplies not recommended by Genesis' authorized service technician
15. Travel expenses and on-site labor as a result of Customer (i) using out of specification material or change in material not approved by Genesis and/or (ii) is unable to provide material to diagnose the performance issues of the Products
16. Any (a) configuration services that may be required to utilize new versions of a program; (b) services that are required due to a change in Customer requirements or Customer computing environment; (c) program(s) modified without Genesis' written consent; (d) programs installed on an operating platform that is inconsistent with the specifications required by the program; (e) third party software not embedded in the program(s) or provided by Genesis to Customer; or (f) outdated versions of the program.
17. Service Technician required visits made necessary to gather, print, and copy counts for billing due to customer's failure to provide required information as requested by Genesis.
18. Any missing or lost toner cartridges in excess of expected usage as defined by Genesis.

All of the foregoing are "Excluded Services." In the event Customer requests Genesis to perform an Excluded Service, Customer shall pay Genesis its then-current hourly rate for those services, including travel time, gas, tolls, mileage, etc., as well as Genesis' then-current price for any parts or equipment required in connection with such services.

## **WHAT OTHER RESPONSIBILITIES DO I HAVE?**

**CUSTOMER'S MAINTENANCE OBLIGATIONS:** Customer agrees to maintain the Products in accordance with Genesis' specifications. Customer shall not perform, or permit third parties to perform, maintenance or repair on the Products not in accordance with Genesis' specifications or approved in writing by Genesis.

**FIRST LEVEL SUPPORT:** Genesis will provide first level support to the designated support contacts via email, telephone, or other commercially reasonable means during normal business hours. First level support may require remote connection to your Product or software program(s).

**COPIES OF DATA:** Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Genesis performing Maintenance Services.

**USE OF GENESIS SUPPLIES:** If the Customer uses other than Genesis provided supplies without the expressed written consent of Genesis, and if such supplies cause service calls, service problems, or damage to Products, Genesis may, at its option, assess a surcharge or terminate the Genesis Maintenance Agreement. In this event, the Customer may be offered service on a "billable/per call" basis based upon published rates.

**ENVIRONMENT/ELECTRICAL:** Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to ensure optimum performance of the Products, it is mandatory that specific models be plugged into a dedicated line that complies with manufacturer electrical specifications.

**COMPLETE SYSTEM COVERAGE:** All Genesis components (hardware and software) used in

a solution must be covered under an Genesis Maintenance Agreement ("Complete System Coverage"). For example, a customer may not obtain a Genesis Maintenance Agreement only for a MFP if it is used with a Genesis provided integrated accounting system. In that case, the Customer would also need to enter into a Genesis Maintenance Agreement for the integrated accounting system. If a customer refuses to obtain Complete System Coverage, Genesis may terminate the Genesis Maintenance Agreement on any Product that is otherwise covered by such a Genesis Maintenance Agreement.

**ACCESS TO PRODUCTS:** Customer shall allow Genesis full and free access to the Products and the use of necessary data communications facilities and equipment at no charge to Genesis.

**PRODUCT MODIFICATIONS:** Customer shall not cause modifications or interconnections to be made; or accessories, attachments, or features to be added to the Products without Genesis' prior written approval.

**PROVIDE PRINT COUNTS:** Customer shall provide to Genesis prior to billing a list of all requested equipment printing and copying counts including backup toner inventory - or connectivity access for KFS to monitor Toner and counts remotely.

## **WHAT ELSE DO I NEED TO KNOW?**

**Genesis may terminate the Genesis Maintenance Agreement, without written notice to Customer, if:**

- 1. Customer defaults on any payment due under this Agreement**
- 2. The Products exceed the maximum annual or lifetime cycle counts for such Products**
- 3. The Products are modified, damaged, altered, or serviced by personnel other than the Genesis authorized personnel**
- 4. Parts, accessories, consumables, supplies, or components not meeting Product specifications are used with the Products**
- 5. Customer refuses to obtain Complete System Coverage**

6. **Any services are necessary because Customer failed to have Genesis (or Genesis approved party) perform a required Excluded Service**
7. **Customer decides not to proceed with any reconditioning that is deemed necessary by Genesis**
8. **Customer refuses to provide a suitable environment for the equipment to operate properly. (i.e. meeting specifications of power, humidity, temp, and material used for operation)**

**Furthermore, if the Products are being leased, and Maintenance Services are included in the lease, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.**

ANY PARTS SUPPLIED IN ACCORDANCE WITH THE GENESIS MAINTENANANCE AGREEMENT SHALL BE FREE FROM MANUFACTURING DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF NINETY (90) DAYS AFTER SAME ARE SUPPLIED TO CUSTOMER.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN CASE OF ANY BREACH OF THIS WARRANTY, GENESIS OF OKALHOMA'S OBLIGATIONS SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART WITHOUT CHARGE. GENESIS OF OKLAHOMA SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL FOR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS, OR LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF PRODUCTS, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSES OR LOSS OF INCOME WHILE PRODUCTS ARE OUT OF OPERATION.

Customer represents that Customer is not a party to, or bound by any, contract, agreement, commitment, or obligation, a breach or default of which would be triggered by Customer's execution and delivery of the Genesis Maintenance Agreement. Customer shall indemnify and hold harmless Genesis for any loss and expenses incurred by GENESIS as a result of Customer's breach of this representation.



This Genesis Maintenance Agreement Terms and Conditions and the Genesis Maintenance Agreement constitutes the entire agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements, with respect to its subject matter. Genesis reserves the right to change the Genesis Maintenance Terms and Conditions and Genesis Maintenance Agreement upon 30 day notice within any business communication to customer. The terms of this Genesis Maintenance Agreement Terms and Conditions and the Genesis Maintenance Agreement shall control and prevail over any inconsistent terms appearing on any purchase orders or acknowledgements submitted by Customer. Should any legal proceedings be instituted by Genesis to recover any monies due hereunder, Customer shall pay a reasonable sum as attorney's fees. Neither this Genesis Maintenance Agreement Terms and Conditions, the Genesis Maintenance Agreement, nor any rights hereunder may be assigned by Customer without the prior written consent of Genesis.