

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This agreement covers both the labor and the material for adjustments, repairs and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. This agreement does not cover the moving or relocation of the equipment covered by this agreement. Damage to the equipment or its parts arising out of misuse, abuse, negligence, moving or relocating causes beyond control are not covered. In addition, Genesis of Oklahoma, LLC. may terminate this agreement in the event the equipment is modified, damaged, altered, or serviced by personnel other than those employed by Genesis of Oklahoma, LLC. or if parts, accessories or components not authorized by Genesis of Oklahoma, LLC. are fitted to the equipment.

2. SERVICE CALLS

Service calls under this agreement will be made during normal business hours between 8:00 AM and 5:00 PM 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 on holidays, if and when available, will be charged at after hour rates in effect at the time the service call is made.

3. EXTENT OF LABOR SERVICES

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair of replacement parts described in Paragraph 4.

4. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the equipment with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call include in the maintenance service provided by this agreement. Exceptions are:

Lamps and Electrostatic copiers unless otherwise noted on the face of this agreement.

Copy drums in Plain Paper Copiers unless otherwise noted on the face of this agreement.

Any supply items i.e. paper, toner, cleaning items, etc. unless otherwise noted on the face of this agreement.

5. RECONDITIONING

After the equipment has made an accumulative 3-year duty cycle of copies/prints Genesis of Oklahoma, LLC. will review the equipment condition at each renewal date of this agreement. Should Genesis of Oklahoma, LLC. determine that a reconditioning is necessary to maintain the service ability of the equipment under this agreement it will be done at the customer's expense. During the reconditioning a suitable loan machine will be provided to the customer at no charge. If the customer does not authorize a reconditioning then the equipment may be serviced under a Maintenance Agreement at an annual rate higher than the base rate for a new machine, or the customer may elect to have the equipment serviced on a per call basis.

6. TERM

This agreement shall become effective upon receipt of payment for the maintenance agreement charge provided on the reverse side hereof and shall continue for one full calendar year. The agreement will automatically renew upon its anniversary for the same period of time listed on the reverse side. It shall be renewed for successive similar periods subject to the receipt of Genesis of Oklahoma, LLC. the maintenance charge in effect at the time of renewal, provided that the customer is not in default. Excess meter charges will be billed in arrears on a per copy basis.

7. CANCELLATION

A cancellation can be effected by either party giving 30 days written notice (Non Pro Rata). Genesis of Oklahoma, LLC. will not accept a cancellation by the customer, unless the account is current. If at any time Genesis of Oklahoma, LLC. deems the equipment to no be repairable due to age or unavailability of parts then Genesis of Oklahoma, LLC. can cancel the agreement effective immediately. Upon cancellation by either party, customers will be charged the current hourly rate plus parts for services rendered.

8. CHARGES

The annual/quarterly charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The annual/quarterly maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of Genesis of Oklahoma, LLC.'s invoice for all such charges. Genesis of Oklahoma, LLC. reserves the right to increase the price of the contract up to 15% upon each renewal without written notice. Customer understands that alterations or specification changes require an increase in maintenance charges and agrees to pay such charges promptly when due. Genesis of Oklahoma, LLC. reserves the right to add a fuel surcharge to contract for the rising fuel costs.

9. TONER, DEVELOPER, AND DRUM WILL ONLY PERFORM TO MANUFACTURES YIELDS AND SPECIFICATIONS. CUSTOMERS REQUIRING ADDITIONAL TONER/DEVELOPER DUE TO DENSITY OR SPECIAL COPYING REQUIREMENTS WILL BE CHARGE ACCORDINGLY.

10. BREACH OR DEFAULT

If the customer does not pay promptly, when due all charges for maintenance or parts as provided hereunder including but not limited to any outstanding invoices with Genesis of Oklahoma, LLC. (1) Genesis of Oklahoma, LLC. may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates and (2) the customer agrees to pay Genesis of Oklahoma, LLC.'s costs and expenses of collection, including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due hereunder. If equipment is moved to a new service zone, such charges to be assessed on a prorated basis. If equipment is moved beyond published service zone, customer agrees to pay a fair and reasonable surcharge for continued maintenance under this agreement, taking into account the distance to the customer's new location and Genesis of Oklahoma, LLC.'s published rates for service on a "Per Call" basis. If the customer uses supplies other than those recommended by Genesis of Oklahoma, LLC. and if such supplies are defective or not acceptable for the use on the copier and cause abnormally frequent service calls or problems, then Genesis of Oklahoma, LLC. may, at its option, terminate this agreement and the unused portion of the maintenance charge will be credited to the customer account. In the event, the customer will be offered service on a "Per Call" basis at published rates.

11. NO WARRANTY

Other than the obligation set forth herein, GENESIS OF OKLAHOMA, LLC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEALER SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT.

12. MISCELLANEOUS

It is the customer's responsibility to order supplies before running out. Genesis of Oklahoma, LLC. will deliver supplies within 5 to 7 business days from the time of order. Customer agrees to pay additional freight and handling for special ordering (hot shot/courier) needs. This agreement shall be governed by and construed to the laws of the State in which Genesis of Oklahoma, LLC. is located applicable to agreements wholly negotiated, executed and performed in such State. It constitutes the entire agreement between the parties and may not be modified except in a writing signed by duly authorized officers of Genesis of Oklahoma, LLC. and the customers.