

TERMS FOR PREVENTIVE MAINTENANCE

- (1) **PERIODIC INSPECTIONS** - Dakota Business Center (DBC) shall perform preventive maintenance inspections at appropriate intervals including all necessary cleaning, lubrication and adjustment.
- (2) **PARTS REPLACEMENT** - Worn or damaged parts will be replaced at no additional charge. All supplies and consumable parts not covered by this agreement will be furnished at the prevailing rates and billed directly to the customer. These items include but are not restricted to ribbons, paper, inkers, batteries, keys, drawer inserts and other accessories. The customer will use only authorized supplies in the operation of this equipment (toner, developer, masters, typing elements, electronic media).
- (3) **ENGINEERING CHANGES** - Where applicable engineering changes which in DBC opinion will improve the performance of the equipment shall be installed at no additional charge.
- (4) **RECONDITIONING** - When in DBC's opinion a shop reconditioning is necessary because normal repair and parts replacement cannot maintain the equipment in satisfactory operating condition, DBC will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the customer does not authorize such work, DBC may immediately terminate this agreement with respect to such equipment.
- (5) **SHIFT** - If the equipment is regularly used by more than 1 shift of personnel (40 hours per week) the annual maintenance charge for the equipment may be increased by 50% for each additional shift or part hereof. Such additional charge shall not entitle the customer to free emergency service outside DBC's normal business hours.
- (6) **EMERGENCY SERVICE** - Shall be provided without additional charge during DBC's normal business hours (8:00 am-5:00 pm Monday through Friday, holidays excepted). Travel and labor time plus travel expenses will be charged at established hourly rates for service rendered at the customer's request after DBC's normal business hours. Service is provided beyond normal business hours subject to the availability of service personnel.
- (7) **CUSTOMER OBLIGATIONS** - The customer will provide the following:
 - a) Necessary environmental, electrical, power protection, communications and other necessary conditions for proper installation and operation of the equipment.
 - b) Full and immediate access of the equipment and program(s) to DBC representative at the time of maintenance. The customer will be billed for excess waiting time (over 15 minutes) at prevailing rates.
 - c) Adequate lighting and working space within reasonable distance of the equipment for use by the DBC representative.
 - d) Ensure all external plugs are in the correct receptacle and equipment has necessary supplies for operation.
 - e) Back up for all software programs and data files including recovery procedures necessary because of equipment failure.
- (8) **COVERAGE EXCLUSIONS** -
 - a) Service or repair from use not in accordance with instruction by DBC/manufacture, or the use of supplies not meeting or exceeding manufacturers specifications.
 - b) Service or repair required as a result of moving, reinstallation, repair or adjustments made by other than a DBC representative.
 - c) Service or repair required as a result of fire, flood, accident, strike, abuse, customer negligence, electrical service interruption of fluctuation, acts of God, foreign material entering the equipment or forced entry.
 - d) Revisions in programs due to changes in customer requirements or tax laws.
 - e) Programming and software service/support.
 - f) Loss of data due to equipment failure.
 - g) Repair, replacement parts and labor caused by, arising from, related to, or made necessary by operating system or application software, firmware or other programmed code internal or external to the covered equipment.
- (9) **TAXES** - There shall be added to the maintenance charges (including any zone charges) amounts equal to any taxes, however designated, levied or based on such charges or on this agreement or on the service rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes or amounts in lieu thereof paid or payable by DBC, in respect of the foregoing, exclusive however of taxes based on net income.
- (10) **TERMS AND RENEWAL** - DBC will render initial billing in advance upon receipt of a signed copy of this agreement. Terms are net ten days. This agreement shall be automatically self-renewing unless prior notice of termination is given in writing by either party not less than thirty days prior to any renewal date. Renewal prices are subject to change in accordance with then current prices. Alterations, attachments or specifications changes may require an increase in maintenance rates.
- (11) **ACCEPTANCE** of this agreement by DBC is contingent upon a satisfactory credit report on the customer. Unless advised to the contrary within fifteen days, the customer may consider this agreement to have been accepted by DBC as written.
- (12) **WARRANTY** - Dakota Business Center warrants that the equipment listed will be maintained in working order, however, DBC does not assure uninterrupted operation of the equipment and is not responsible for failure to render service due to cause beyond its control. DBC's obligation is limited to the repair or replacement of any equipment or parts which do not conform to this warranty. In no event shall DBC and/or its representatives be liable for indirect, incidental or consequential damages. The foregoing warranty is in lieu of all other warranties expressed, implied or statutory, and in lieu of all obligations or implied warranties of merchantability or fitness.

This agreement shall be governed by the law of the State of South Dakota.

It constitutes the entire agreement between the customer and DBC with respect to the subject matter hereof, and no representation or statement not expressed herein shall be binding on DBC.