

ALLFAX IMAGER CONNECTIVITY CONTRACT
ADDITIONAL TERMS AND CONDITIONS

1. **Payment:** Customer agrees to all of the terms of payment as set forth on the Contract and all invoices or bills for payment issued by Dealer to Customer in connection with any and all sales of goods or services requested or ordered by Customer. Customer agrees that in the event payment is not made timely, interest shall be due from due date until paid at the rate of 1 ½% per month. All NSF checks shall result in a 100% default charge, plus interest. If applicable, Customer authorizes Dealer to charge any credit card account on file for any authorized charges or orders, and if necessary, for any delinquent balance. It is agreed that in the event Allfax makes any claim for payment against Customer for any amount due, the prevailing party shall be entitled to reasonable attorney's fees and all expenses associated with the cost of collection against the non-prevailing party. Both parties hereby stipulate that Louisiana law shall apply in the event of any dispute between the parties. Both parties agree to exclusive jurisdiction and venue for the filing of any lawsuit in the Parish of St. Charles, State of Louisiana.
2. **Dealer Services:** Dealer agrees that those services to be provided by Dealer pursuant to this Contract (Dealer Services) shall include: (1) reinstallation of corrupt software; (2) installation of software on new computer; (3) reconfiguring copier to accommodate changes to Customer's network; (4) troubleshooting print and scan problems; (5) configure personal firewalls to allow printing and scanning; (6) replace patch cable from copier to wall jack (includes cable); and (7) create destinations through Sharpdesk to accommodate Customer's needs.
Customer understands and agrees that the terms and conditions of this Contract shall not include and shall not require Dealer to provide the following: (a) configuring servers; (b) configuring routers; (c) repair or replacing network or PC hardware; (d) removing viruses or spyware; (e) running cables; (f) replacing wires; or (g) repair or alter OS.
Dealer Services and Equipment as described herein will be provided at the Customer's place of business where the Equipment is designated to be or is located as set forth in this Contract during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, except holidays. Customer agrees to provide a suitable place for use as specified by the manufacturer. Customer agrees to provide a key operator for the Equipment to make available operators for instruction and use and care of the Equipment.
3. **Customer Obligations:** Customer agrees that in order for Dealer to provide Dealer services and Equipment pursuant to the terms of this Contract, Customer shall have available and installed a fully functional computer, OS, and network. Customer understands and agrees that any operating issues with these Customer provided items may result in Dealer's inability to install new software to Customer's satisfaction. Customer further agrees to provide any and all administrative authorizations necessary to support software.
4. **No Warranty:** There are no warranties issued or extended by Dealer, including the implied warranties of merchantability and fitness for a particular purpose, not specified herein respecting the Equipment and Services provided under this Contract. Dealer shall not be liable for non-performance caused by circumstances beyond its control including, but not limited to work stoppages, fire, flooding, weather, civil disobedience, riots and Acts of God. Surge related damages will not be covered. Dealer shall not be liable for any direct or indirect special or consequential damages arising out of this Contract, or Services or Equipment provided under this Contract.
5. **Term:** This Agreement will become effective as of the date indicated on this Contract indicating written acceptance by Dealer. The Term of this Contract will renew automatically unless terminated by Customer or Dealer by providing the other thirty (30) days prior written notice. Customer acknowledges that prices are subject to annual increases.
6. **Assignment:** Customer agrees not to assign or transfer this Contract without the prior written consent of Dealer.
7. **Indemnification:** Customer agrees to defend, hold harmless and indemnify Dealer from any and all claims or suits made by any person or entity against Dealer arising out of Customer's ownership, possession, operation or use of the Equipment including any claim for breach of contract, damages, interest, attorney's fees, costs, punitive damages, penalties, fines, or any other amount whatsoever unless proven to have been caused by the acts or omissions of Dealer or its representatives.
8. **Termination:** Dealer and Customer agree that this Contract may not be terminated at any time before the expiration of its Term unless agreed to by both Customer and Dealer evidenced in writing.
9. **Entire Agreement:** This Contract contains the entire agreement between the parties with respect to all related subject matter of the Contract. It may only be amended in writing. Customer agrees that there are no verbal agreements or representations which apply.

CUSTOMER

DEALER
