

U.S. and Canada On-Site Service Agreement

for Phaser® 3600, 3635MFP, 4510, 5500, 6115MFP, 6125, 6128MFP, 6130, 6180, 6180MFP, 6280, 6360, 7500, 8560, 8560MFP, 8860, 8860MFP, FaxCentre® 2121, 2218, WorkCentre® 4250, 4260, 5030, 5050, 5225, 6400, 7328, 7232, 7242, 7335, 7345, 7346, 7425, 7428 and 7435 products

Terms and Conditions

General — For U.S. and Canada Agreements

- 1. General.** Under this Service Agreement Xerox will repair products that have failed. These general terms and conditions shall apply to all service provided to Customer by Xerox. Additional terms and conditions governing particular service options or programs may be set forth on a supplement provided by Xerox to Customer ("Supplement"). Customer's activation of this Service Agreement at Xerox's Service Agreement Validation website, payment for this Service Agreement, submission of a purchase order, or acceptance of service hereunder shall be deemed acceptance of these general terms and conditions and those set forth on applicable Supplements to the exclusion of any additional or different terms or conditions on Customer's purchase order, even if such order is expressly made conditional on Xerox's assent to such additional or different terms.
- 2. Service Provider.** Xerox may appoint third parties to perform service under this Service Agreement. All references herein to Xerox shall be deemed to include such service providers.
- 3. Term.** The term of this Service Agreement shall commence on the date it is purchased, unless this Service Agreement is an extension of a product warranty in which case the term shall commence the day after the product warranty expires.
- 4. Taxes.** Service fees are exclusive of all state / provincial and local sales, use, excise, privilege and similar taxes. Such taxes shall be paid by Customer, unless a valid exemption certificate is furnished by Customer.
- 5. LIMITATION OF LIABILITY.** Xerox shall not be liable to Customer for any direct damages in excess of \$10,000. IN NO EVENT SHALL XEROX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF XEROX HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. Waiver.** Failure of either party to enforce any provision of this Service Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

- 7. Assignment.** Customer may not assign or otherwise transfer its rights or obligations under this Service Agreement without the prior written consent of Xerox.
- 8. Governing Law.** For products located in the United States this Service Agreement shall be governed by the laws of the State of New York. For products located in Canada this Service Agreement shall be governed by the laws of the Province of Ontario.
- 9. Replacement Items.** In the maintenance of any product, Xerox may use new, remanufactured, or refurbished parts, assemblies, or products. All defective parts, assemblies, or products, become the property of Xerox. Xerox, may require the return of these parts, assemblies, or products to a designated Xerox Depot or the Xerox representative from which the part, assembly, or product was originally purchased. Returns and claims will be handled according to the current Xerox procedure.
- 10. Coverage Eligibility.** Products which have been continuously covered by a Xerox Product Warranty or a Xerox Service Agreement are eligible for immediate coverage under this Service Agreement. Other products will be eligible for coverage only if they meet Xerox's specifications. At Customer's request, Xerox may bring the product up to specification at Xerox's then current rates for parts, labor and travel so that the product will be eligible for coverage.
- 11. Telephone Support and Remote Diagnosis.** To ensure that the product is repaired as quickly and efficiently as possible, Xerox recommends that Customer first utilize support materials shipped with the product, product diagnostics, information contained on the Xerox's product support website, and email support. If unsuccessful, Customer will provide appropriate assistance to Telephone Support personnel to resolve issues. If the product contains features that enable Xerox to diagnose and repair problems with the product remotely, Xerox may request that Customer allow such remote access to the product.
- 12. Exclusion of Consumables.** This Service Agreement does not cover consumables for this product. The consumables for this product are listed in the user manual for the product.
- 13. Coverage of Routine Maintenance Items (RMI).** This Service Agreement covers RMIs. RMIs for this product are listed in the user manual for the product.

When an RMI is determined by Xerox or its authorized service representative to be defective, a free replacement will be shipped to Customer. Customer is responsible for replacing the item. The return process will be handled according to the current Xerox procedure. Failure to follow this procedure will result in the Customer being billed full list price for the RMI. RMIs are not covered once a "low-life" message appears.

14. Limitations

- I. This Service Agreement shall not apply to any defect, failure, or damage caused by improper use, or inadequate, or improper maintenance and care. Xerox shall not be obligated under this Service Agreement to:
 - a) repair damage resulting from attempts by personnel other than Xerox representatives to install, repair or service the product unless directed by a Xerox representative,
 - b) repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory,
 - c) repair damage, malfunction, or degradation of performance caused by the use of non-Xerox printer supplies or consumables or the use of Xerox supplies not specified for use with this printer,

- d) repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability,
- e) perform printer maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform printer maintenance and cleaning as prescribed in published product materials,
- f) repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the product's documentation,
- g) repair damage, malfunction, or degradation of performance resulting from failure to properly prepare and transport the product as prescribed in published product materials
- h) repair damage, malfunction, or degradation of performance resulting from acts of God or nature, acts of terrorism, explosion, flood, fire, war and riots,
- i) repair this product after it exceeds the print volume referenced in the warranty statement,
- j) replace items that have been refilled, are used up, abused, misused, or tampered with in any way;
- k) install replacement items that are considered customer replaceable;
- l) support software not supplied by Xerox;
- m) provide software or firmware updates or upgrades.

II. Any service identified in the preceding section and provided by Xerox at Customer's request shall be invoiced to Customer at Xerox's then current rates for parts, labor and travel.

- 15. Enhancements or Upgrades.** Software or firmware enhancements or upgrades are not provided under this Service Agreement, but may be purchased separately upon their release.
- 16. Software and Firmware Updates.** Updates may be required to correct performance problems and will be provided under this Service Agreement where deemed applicable by Xerox. Xerox will only maintain support for software and firmware releases that are at the latest and next to latest revision levels.
- 17. Notices.** All notices shall be given in writing and shall be effective upon receipt. Notices to Customer shall be sent to the Customer's address on file with Xerox. Notice to Xerox shall be sent to: Xerox Office Group Service Sales, P.O. Box 1000, MS 60-372, Wilsonville, Oregon 97070-1000.
- 18. Entire Service Agreement.** This document, the quotation, if any, and any applicable supplements provided by Xerox shall contain the entire Service Agreement between the parties. This Service Agreement may not be modified except by written amendment signed by an authorized representative of each party.

Supplemental—For U.S. and Canada On-Site Service

Terms and Conditions

These Terms and Conditions are supplemental to the general terms and conditions for Service Agreements and specifically describe the on-site service program for those products that are eligible. These are applicable to the following services:

- Warranty Conversion to On-Site Service
- Extended On-Site Service
- Annual On-Site Service

1. Remedial Service. In the event of product failure, Xerox will, at its option, repair the defective product by means of telephone support or on-site service at no charge for parts and labor or replace the product with a comparable product.

To obtain service under this Service Agreement, the Customer must first contact Xerox Telephone Support personnel or that of its authorized service representative. Telephone Support personnel will work to resolve issues professionally and quickly, however the Customer must reasonably assist Xerox or its authorized representative.

If telephone support is unsuccessful, Xerox or its authorized representative will repair the product on-site anywhere within the normal service area in the United States and Canada without charge for parts, labor or travel, or, at its option, Xerox may provide a comparable replacement product.

2. Product Location. Products need to be located where they are easily accessible for service such that they do not affect the serviceability of the product. If Customer relocates product to Alaska or Hawaii, there will be an uplift charge.

3. Obligations of Customer. Customer shall permit Xerox access to the products whenever service is required.

Customer shall ensure that the user cooperates with Xerox to the extent necessary to permit service to be performed efficiently and without interruption.

Customer shall permit Xerox to use any Customer equipment or facilities that Xerox reasonably deems necessary for the performance of service.

Customer shall be responsible for the procurement, installation and maintenance of all non-Xerox communication media including, but not limited to, Customer's computer networks. Charges for the use of such media and equipment in connection with the performance of service shall be borne by Customer.

Customer shall ensure that the site meets the environmental specifications contained in the user manual supplied with the product to be serviced. If a product under service fails through operation in a site not meeting Xerox's specifications, Xerox may refuse to provide service until the site meets such specifications.