

MASTER AGREEMENT FOR EQUIPMENT & SERVICE FOR IMAGING EQUIPMENT

THIS MASTER AGREEMENT FOR EQUIPMENT & SERVICE FOR IMAGING EQUIPMENT hereinafter referred to as (the “**Agreement**”), is made and entered into on this 14th day of April, 2020, (the “**Effective Date**”), by and between *Weber County*, (“**Weber County**” or, “**Customer**”), and *Pacific Office Automation, Inc.*, an Oregon corporation (“**POA**” or “**Servicing Dealer**”).

Servicing Dealer and Customer agree and acknowledge that during the term of this Agreement and any subsequent renewal term that POA has been appointed as the installation, billing, and servicing provider/dealer for all equipment purchased by the Customer pursuant to this Agreement and all equipment to be serviced pursuant to this Agreement. As such and with respect to the relationship between the Parties, POA shall be the responsible party for all service commitments, of any kind, contained herein and Customer shall look to POA regarding said service commitments.

AGREEMENT:

Attached to and incorporated into this Agreement are the following Exhibits:

- Exhibit A – Equipment Order Form
- Exhibit B – Service Level Agreement
- Exhibit C – Equipment to be Serviced

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein, the parties agree as follows:

1. *Term of Agreement*

This Agreement shall continue for a term of 60 (sixty) months commencing on the first day of service (the “**Service Commencement Date**”). The parties may agree, in writing, to renew this Agreement for up to four additional consecutive terms of one year each. Neither party is required to agree to renewal of the Agreement, and neither party will incur any penalty or liability for declining, at any time, to agree to renewal. Each renewal agreement must be executed by the Parties before the end of the one-year term of the agreement then in effect.

2. *Procedure for Equipment Purchases*

During the term of this Agreement, Servicing Dealer agrees that it will sell and/or service to Customer and Customer agrees that it will maintain a service agreement exclusively from Servicing Dealer for Equipment identified on Exhibit C, on an as desired basis. To purchase Equipment, Customer will issue Orders (each on Order) to Servicing Dealer by delivering an executed copy of an Equipment Order Form attached hereto as Exhibit A. Each Order is incorporated into this Agreement as if fully set forth herein and each Order shall be governed by the terms and conditions of this Agreement and the terms and conditions contained in the Order. In the event of conflict between an Order and this Agreement, the terms of this Agreement shall supersede the terms of the Order. Each Order will set forth the applicable purchase price as well as service rates for the Equipment.

Included with Equipment purchases, Servicing Dealer will provide access and use to FM Audit, or a similar solution, for the duration of the period in which POA is servicing the Equipment, which will allow POA to monitor certain functions on the Equipment, such as automated meter

reads and the need for supply replenishment. There will be no additional cost to Customer for this solution.

3. Pricing

For the term of this Agreement, the delivered price for Equipment shall be the applicable Price set forth on Exhibit C as applicable. Any Equipment for which prices are not set forth on Exhibit C shall be mutually agreed to in writing by the Servicing Dealer and Customer. Equipment Pricing will include initial shipping, delivery, and installation costs for such Equipment. Upon request, POA will provide to Customer a certificate certifying that the hard drive wipe of any old equipment being removed is complete. If Servicing Dealer deems, in their reasonable discretion, that a Line Conditioner is required for proper use of the Equipment, Customer shall bear all costs for the purchase of a Line Conditioner from Servicing Dealer.

For the term of this Agreement, the Service Rate(s) and/or Service Billing for each piece of delivered Equipment shall be the B&W Cost Per Copy (CPC) and Color Cost Per Copy (CPC) set forth on Exhibit C. To calculate said Service Rate(s), POA shall collect the meter count from the Equipment on a quarterly basis and multiply that monthly meter count by the applicable CPC rate for said Equipment. For purposes of this Agreement, "Copy" or "Copies" shall be defined copies and prints made on a copy machine (copier), prints made on a printer, and faxes received (but not faxes sent) on a fax machine. A scanned document is not a Copy. Any single-sided copy made on a legal size or smaller sheet will constitute one Copy. Any single-sided copy made on a sheet larger than legal size will constitute two Copies. Double-sided copies on one sheet will constitute two Copies (e.g., a double-sided 11x17 single sheet will count as four Copies). Copies will be charged at CPC rates detailed in Exhibit C.

4. Service Level Agreement ("SLA")

For all Equipment purchased by Customer from Servicing Dealer and all Equipment in Customer's existing fleet which are subject to this Agreement, Servicing Dealer shall meet and comply with the Service Level Agreement "SLA" standards, requirements, measurements and preventative maintenance performance standards as stated in Exhibit B hereto.

5. Invoices/Payment Terms

Servicing Dealer shall issue its invoices to Customer with respect to each shipment of New Equipment upon installation and the performance of Services on a quarterly basis. All invoices shall be due and payable by Customer within thirty (30) days after receipt of the invoice. If Customer defaults in the payment of any undisputed invoice, Servicing Dealer shall provide written notice of default and Customer shall have a ten (10) day period to remedy such default. If Customer fails to cure the default during the cure period, Customer agrees to pay to Servicing Dealer a service charge of 1.5% per month of default.

6. Shipment/Delivery

Customer shall make commercially reasonable efforts to schedule with Servicing Dealer times for the delivery of Orders with not less than reasonable lead times ("Order Lead Time"). If the scheduled delivery date(s) cannot be met, Servicing Dealer shall advise Customer in writing, as soon as practicable, of the earliest possible delivery date. Customer will designate, in each Order, one or more "ship-to" locations. The Parties shall cooperate in the creation and maintenance of mutually convenient shipping schedules.

When appropriate, Servicing Dealer shall have reasonable access to Customer's premises during normal business hours, and at such other times as may be agreed upon by the Parties to enable Servicing Dealer to perform its obligations under this Agreement. Servicing Dealer shall coordinate such access with Customer's designated representative prior to visiting such premises. Servicing Dealer will ensure that only persons employed by Servicing Dealer or subcontracted by Servicing Dealer will be allowed to enter Customer's premises.

Notwithstanding any contrary terms in any Order, risk of loss to the Equipment passes upon inspection and acceptance of the Equipment by Customer. POA will be responsible for reasonable expenses relating to delivery, installation, and initial networking of the Equipment and POA will bear the risk of loss during transit. Customer shall be responsible for the purchase of a Line conditioner, if required for proper use of the Equipment.

The sales price herein includes the initial installation of the manufacturer's software/drivers onto Customer's network. Prior to such installation, Customer shall perform and complete a system backup. POA shall not be liable for loss or damage of any kind to data or equipment as a result of the installation of the manufacturer's software. Customer shall be solely responsible for the cost of any cables or additional hardware required to connect equipment to a network. POA shall not be responsible for any updates or problems arising after the initial installation due to a change in the Customer's computers and/or Network.

7. *Warranties and Representations*

POA represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations; (b) this Agreement is the legal, valid, and binding obligation of POA, enforceable against POA in accordance with its terms; (c) POA have good and marketable title to products and services delivered or will be delivered to Customer; (d) the products and services do not infringe or misappropriate any patent, copyright, trademark, trade dress or other intellectual property right of any third party; (e) POA will provide all services in accordance with applicable laws, regulations and industry standards, will ensure that its employees, subcontractors or other agents providing services are adequately skilled and experienced, and will provide all Services in a professional and workmanlike manner in accordance with industry standards; (f) if equipment is provided, all equipment will perform in accordance with the specifications and written documentation provided by POA; and (g) there is no past, threatened, pending or proposed future litigation, dispute, or claim that might prevent POA from fulfilling its obligations under this Agreement.

Customer represents and warrants: (a) it has full power and authority to enter into this Agreement and perform its obligations; (b) this Agreement is the legal, valid, and binding obligation of Customer, enforceable against Customer in accordance with its terms; (c) Customer will fully cooperate and act in good faith during the term of this Contract in allowing POA to access all information and equipment that POA deems necessary to develop and implement the SLA; and (d) Customer will not remove or relocate any equipment under the scope of the SLA without notifying POA through the notification procedure provided for in the SLA. Customer acknowledges that the removal or relocation of any equipment under the scope of the SLA without proper notification may delay service times or maintenance required. It is expressly understood and agreed that, subject to the conditions set forth in this Agreement, so long as Servicing Dealer is not in continuing material breach thereof, Servicing Dealer shall be the sole provider of Equipment and Services contemplated and described herein and in the Exhibits to Customer during the term of this Agreement.

8. *Indemnification*

Each party agrees to, at its own expense, indemnify and hold harmless, the other party and its officers, directors, employees, representatives, assignees, and agents (“*Indemnitees*”), from and against and in respect of any and all third party claims, liabilities, allegations, suits, actions, investigations, judgments, deficiencies, settlements, inquires, demands or other proceedings of whatever nature or kind, whether formal or informal, as well as any and all damages, liabilities, losses, costs, charges, fees and expenses, including, without limitation, reasonable legal fees (including in-house attorney fees) and expenses (collectively, “*Claims*”), as and when incurred, relating to, incident to, arising from, or in connection with, the indemnifying parties’, or its officers, directors, employees, subcontractors, representatives and agent’s (“*Indemnitors*”): (a) breach of its obligations under this Agreement; (b) breach of its representations and warranties hereunder; (c) damage to tangible and real property, bodily injuries to persons, or death caused by the other party; and/or (d) fraud or intentional misconduct.

9. *Security and Confidentiality*

a. As used herein, the term “Confidential Information” shall include the following:

- (i) All non-public information, documents and materials provided by the parties to one another, whether provided after the Effective Date, including but not limited to specifications, prices, sales data, purchase volumes, service performance, forecasts, projections, business and marketing plans, strategies, research and development, product mix, information regarding customers, members and employees, costs and know-how relating to the performance of this Agreement; and
- (ii) All non-public information, documents and materials, including trade secrets, provided by the parties to one another.

Confidential Information shall not include information that:

- (i) Was in or enters the public domain through no fault or violation of this Agreement by Recipient;
- (ii) Is independently developed by Recipient without reference to Discloser’s Confidential Information; or
- (iii) Is lawfully disclosed to the Recipient by a third party without obligation of confidentiality.

b. Non-Disclosure

- (i) During the Term of this Agreement and for not less than three years following its termination (or such longer period as may be required by applicable law), each party (as “Recipient”) shall use the other’s (“Discloser”) Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall not disclose or transfer any such Confidential Information to any third party other than as may be specifically authorized by Discloser in writing. Each party shall take reasonable steps to protect the other’s Confidential Information, including restricting disclosure of such Confidential Information to only those persons (i) for whom such information is necessary or appropriate for purposes of performing a Party’s obligations under this Agreement (ii) who are subject to confidentiality

undertakings with respect to such information substantially similar to those set forth herein. Each party shall use at least as much care in the protection of the other's Confidential Information as it uses to protect its own trade secrets of a similar nature.

- (ii) If Recipient is required by order, subpoena or otherwise issued by a government authority having such power to disclose Discloser's Confidential Information, then Recipient shall: (i) notify Discloser of the prospective disclosure as soon as practicable, (ii) cooperate with Discloser, as appropriate, in seeking such protective orders or relief from such disclosure as may be available, and (iii) maintain the confidentiality of such information to the fullest extent practicable.

10. Assignment

No Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party to this Agreement, which shall not be unreasonably withheld.

11. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, or sent by overnight delivery service or by U.S. Certified Mail, Return Receipt Requested, or by facsimile with the original sent by U.S. Mail, to the addresses as set forth below:

| | |
|--------------------------------|--|
| To POA/Servicing Dealer: | Pacific Office Automation c/o _____ 14747 NW Greenbrier Parkway Beaverton, Oregon 97006 |
|--------------------------------|--|

| | |
|--------------|---|
| To Customer: | Weber County c/o _____ _____ _____ |
|--------------|---|

All notices shall be deemed given on the business day such notice is personally delivered or sent by facsimile, the business day following dispatch by overnight delivery service, or on the third day following the day such notice is mailed, if mailed in accordance with this Section.

12. Default

POA and Customer will have the right to terminate this Agreement, if the other party (a) breaches a material term of this Agreement, and, the breaching party does not cure such breach within sixty (60) days after receipt of written notice of such breach; or (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. In the event of default, the non-defaulting party shall be entitled to all remedies in law or at equity.

13. *Waiver*

Any failure or delay by either Party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under the Agreement. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written instrument signed by the Parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

14. *Interpretation and Severability*

The Parties agree that this Agreement with attachments is the complete and exclusive statement of the Agreement between Customer, and Servicing Dealer, and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between Customer, and Servicing Dealer relating to the subject matter of this Agreement. Any amendments or modifications hereto must be in writing and signed by Customer and Servicing Dealer. If any portion of this Agreement is deemed to be invalid, the remainder hereof shall be given full force and effect.

15. *Governing Law; Venue*

The Parties hereby submit to jurisdiction in Ogden City, Utah and agree that any and all disputes arising out of or related to this Agreement shall be litigated exclusively in the District Court for Ogden City, Utah and in no federal court or court of another county or state. The Parties accept the personal jurisdiction of such court.

16. *Leasing Financing Agreements*

If Customer leases Products through a 3rd party leasing source. Servicing Dealer will provide all Purchase orders to the leasing source for payment of hardware.

17. *Survival*

The representations, warranties, and indemnification obligations contained herein shall survive the termination of this agreement.

18. *Severability*

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

19. *Customer's Right to Terminate*

This is a nonexclusive agreement and Customer reserves the right to terminate this Agreement at any time, with or without cause. In the event of such termination, POA shall be compensated for all work performed through the date of receipt of Customer's notice of termination.

20. *Insurance*

POA agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to

insure against all liability, claims, demands, and other obligations assumed by POA. POA shall not be relieved of any liability, claims, demands, or other obligations assumed by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

POA shall procure and maintain, and shall cause any Subcontractor of POA to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by POA during the term of this Agreement and for a minimum of one year following the completion of the work.

Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement.

Commercial General Liability insurance with a minimum combined single limits of \$500,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations.

Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$500,000 each occurrence and \$1,000,000 aggregate with respect to each of POA's owned, hired, and non-owned vehicles assigned to or used in performance of the services.

21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either Party, the Parties shall confirm facsimile transmitted signatures by signing an original document.

IN WITNESS WHEREOF, this Agreement was executed on the date first written above:

| <i>Customer Acceptance:</i> | |
|--|-------|
| BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY | |
| By _____ | |
| Gage Froerer, Chair | |
| Commissioner Froerer voted | _____ |
| Commissioner Jenkins voted | _____ |
| Commissioner Harvey voted | _____ |
| ATTEST: | |
| _____ Ricky Hatch, CPA | |


| | | |
|----------------------------|--|---------|
| Weber County Clerk/Auditor | | |
| | | |
| <i>Vendor Acceptance:</i> | | |
| Pacific Office Automation | AUTHORIZED SIGNATURE | Date |
| Sonny O'Grady |  | 4/10/20 |
| Printed Name | Title: <i>VP</i> | |

Exhibit List:

- Exhibit A – Equipment Order Form – See attached
- Exhibit B – Service Level Agreement – See attached.
- Exhibit C – RFP Equipment/Service Pricing (to be included)

Exhibit A
Equipment Order Form

(to be included – Exhibit A)

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Exhibit B

SERVICE LEVEL AGREEMENT "SLA"

The following standards, requirements, measurements and preventative maintenance information will apply to all equipment and/or products to be placed or serviced by Servicing Dealer and Dealer under the Master Agreement for Equipment & Service Imaging Equipment (the "Agreement"). All terms and conditions contained herein are hereby incorporated into and made a part of the Agreement. The SLA standards for performance are as follows:

I. Definitions

1. **Time Measurements**: Any duration of time measured by hours in any part of this SLA is to be measured by working hours, defined as 8 a.m. to 5 p.m., Monday through Friday, excluding holidays.
2. **Response Time**: Response time shall be calculated from the point at which a service call is received by Servicing Dealer with complete information, to the time a technician arrives at the desired Customer location. Response time shall be measured from the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays.
3. **Resolution**: The resolution of a call occurs when the complaint in a service call is resolved.
4. **"Down" Machine**: A given Machine or Equipment will be considered as "down" if it is completely inoperable or otherwise not functional for the primary usage of the Machine/Equipment. For example, if a Machine is unable to print, but it can fax, and the users use the print function primarily, the Machine is considered as "down".
5. **Uptime**: The amount of time, measured in hours that a machine is not "down", as defined herein.
6. **Service Calls**: For the purposes of this SLA, Service calls shall include all calls submitted via phone, email or through Servicing Dealer's website, but shall exclude all calls for preventative maintenance, as defined herein, and/or training.

II. Covered Service/Preventive Maintenance for Cost Per Copy

Servicing Dealer agrees to provide the listed supplies, parts and labor service for the covered equipment pursuant to the terms and conditions contained herein:

- Replacement of all parts found defective or worn as a result of normal equipment use.
- Labor to repair and properly maintain the equipment.
- All Preventative Maintenance done at intervals specified by the manufacturer or BLI.
- Loaner equipment, upon Customer request, in the event the equipment requires shop work to repair.

- Replacement of photoconductors and heater rollers found defective or worn as a result of normal use.
- Replacement of black and color toner, black developer, brushes, and filters.
- Factory recommended retrofits and improvements in the equipment.

III. SLA Response Times

For all Service Calls placed by Customer, Servicing Dealer guarantees an average on-site response time within four (4) hours for Urban Areas and next day on-site response time for rural areas. For purposes of this Agreement, Urban Areas shall be any Customer location located within 75 miles or less from a city/hub.

IV. Account Reviews/QBR

Servicing Dealer to schedule quarterly account reviews between Customer and Servicing Dealer account manager. Topics of discussion during these account reviews to include but not limited to: uptime performance benchmarks, billing, new products and/or services, etc.

V. Warranties for Equipment

A. Standard Limited Warranty: Servicing Dealer warrants new MFP equipment to be free of defects in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including but not limited to photo conductors, heater rollers, fusers, cleaning kits, toner developer or paper. For purposes of this paragraph, new equipment shall be defined as equipment with usage up to 5,000 copies. Used equipment will receive a 30-day warranty.

B. Lifetime Power Protection Guarantee: If a Servicing Dealer Power Filter is included in the service commitment, repairs of damage to covered equipment caused by power surges and/or lighting will be covered.

C. EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR AS OTHERWISE PROVIDED BY SERVICING DEALER TO CUSTOMER IN WRITING, SERVICING DEALER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. POA AGREES TO PASS THROUGH TO CLIENT ANY MANUFACTURER'S WARRANTY FOR EQUIPMENT OR ANY OTHER DELIVERABLES PROVIDED UNDER THIS AGREEMENT, IF ANY.

VI. Loaners

If a machine is considered to be Down, as defined above, and reported problem is not resolved within 48 hours, upon request by Customer, Servicing Dealer shall provide loaner equipment at no additional cost to Customer. The loaner shall have equivalent functionality to the machine it replaces.

VII. Preventative Maintenance

Preventative Maintenance shall be defined as a proactive approach to prevent a service call. Preventive maintenance is a schedule of planned maintenance actions aimed at the prevention of breakdowns and failures. The primary goal of preventive maintenance is to prevent the failure of the

machine before it actually occurs. It is designed to preserve and enhance machine reliability by replacing worn components before they actually fail.

VIII. Uptime Guarantee

Each individual machine or equipment ordered by Customer and serviced by Servicing Dealer must attain a minimum average of ninety seven percent (97%) Uptime during the periods of 8 a.m. to 5 p.m. Monday through Friday of each calendar quarter ("Uptime Guarantee").

Uptime and Uptime Guarantee will be specifically calculated on the machines or equipment placed at all Customer locations. However, Customer's willful negligence (to be defined as clearly intentional damaging of the machine), scheduled preventative maintenance and service calls associated with Customer's end-user responsibilities (i.e., adding toner or staples, clearing jams and replacing the waste toner container) shall not count against each machine's quarterly Uptime calculations. In the event the aforementioned occurs, Servicing Dealer is still required to service the machines. Such calls will be handled by POA on a proactive basis with further key operator training if needed.

Servicing Dealer shall calculate Quarterly Uptime as follows: the total number of available uptime hours per calendar quarter shall be calculated based on the number of working days (Monday through Friday) in the past quarter (for example, there are 2,340 working hours in a year, minus 72 holiday hours, divided by four, equals 567 working hours per quarter in a typical quarter). From this number will be deducted all countable Downtime hours for the quarter. The actual uptime hours will be divided by the total available uptime hours to arrive at the percentage of uptime per quarter.

IX. Performance Service Remedy

Should Servicing Dealer fail to meet the Uptime Guarantee over a quarter or fail to meet any other service guarantee to Client, Client shall have the option to put Servicing Dealer on notice, in writing, that Servicing Dealer has failed to meet the appropriate service standards. Upon receipt of this notice, Servicing Dealer shall have one additional quarter to improve its Uptime performance or other service performance standards. Should Servicing Dealer POA fail to meet the Uptime Guarantee or other performance standard in this second consecutive quarter Servicing Dealer, Servicing Dealer shall provide a credit to Customer up to 5% the service costs per machine effected.

X. Service Call Escalation Procedure Guidelines

The following procedure will be used when the machine being worked on is not fixed in a reasonable time or the same problem continues to occur:

1. If the Technician is unable to resolve the problem within four (4) hours or has worked on the same machine twice for the same problem within two (2) weeks, the Technician is required to contact the Servicing Dealer Service Manager. The Service Manager will evaluate the situation, and if it cannot be resolved in a reasonable period of time, a ticket will be opened with the machine manufacturer.
2. The Service Manager will perform or confirm that all remedies the manufacturer suggests are accomplished as soon as possible. If parts are needed these parts will be installed. The results will be fed back to the service manager for further diagnosing if the problem is not resolved.

3. If the Technician feels that the machine will be out of service for more than eight (8) business hours after the call has been placed or requires off-site service, a loaner machine, upon request by Customer, will be provided within eighteen (18) business hours. Any service loaner machines will be billed at the same CPC rate as the equipment it is replacing.
4. If a loaner is provided the customers machine will be brought into the shop and completely diagnosed, repaired and tested prior to being returned.
5. Should the machine continue to experience the same symptoms a permanent like or better replacement machine will be delivered to Customer at no additional charge.

The foregoing represents the full understanding of Customer, Dealer and Servicing Dealer regarding the contents of this SLA. Any change or addition to the language of this document must be in the form of an agreement executed by both parties.

XI. Customized billing

Servicing Dealer will work with Customer to provide approved customized billing to reflect any billing needs Customer has.

XII. Upfront Training & IT Time

Servicing Dealer will make all reasonable efforts to install, train, and network/assist in networking all devices being installed at Customer sites. Any cost that falls outside of covered work under the service agreement will be identified by the Servicing Dealer and submitted to the Customer for approval, before such work will begin.

XIII. Price Escalations

Servicing Dealer will not make any price escalations during the term of the initial contract.

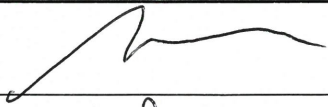
| <i>Customer Acceptance:</i> | | |
|-----------------------------|---|---------|
| Weber County | AUTHORIZED SIGNATURE | Date |
| Jason Horne | | |
| Printed Name | Title: | |
| <i>Vendor Acceptance:</i> | | |
| Pacific Office Automation | AUTHORIZED SIGNATURE | Date |
| Sonny O'Grady |  | 4/10/20 |
| Printed Name | Title: <i>VP-</i> | |

Exhibit C
Equipment to Be Serviced
(to be included – Exhibit C)