



**PROFESSIONAL SERVICES**



**FACILITIES MANAGEMENT**



**PRODUCTION COLOR / B&W / LARGE FORMAT**



**MAILING / SENDING**



**MULTI FUNCTION PRINTERS & COPIERS**



**SECURITY CAMERAS**



**MANAGED PRINT SERVICES / FLEET**



**UNIFIED  
COMMUNICATIONS**  
(CLOUD / ON-PREMISE)



**MANAGED IT SERVICES & CYBER  
SECURITY**  
(CLOUD / ON-PREMISE)



**SOFTWARE SOLUTIONS**  
(CLOUD / ON-PREMISE)

Pacific Office Automation (“POA”) offers a wide variety of products and services (collectively “Solutions”) for the purpose of efficient office management. By entering into this Total Solutions Agreement (“TSA” or “Master Agreement”), you (“Customer”) are agreeing to obtain one or more Solutions from POA, all of which are governed by the terms of this Master Agreement. Specifically, you agree to the purchase or lease of any of the Solutions as may be later identified by an Order subsequent to this TSA. Each party acknowledges that it has read this Agreement and agrees that this Agreement supersedes and merges all prior proposals, agreements, and/or understandings between the parties, whether oral or written.

<b>PACIFIC OFFICE AUTOMATION</b>	<b>CUSTOMER</b>
<b>NAME</b>	<b>BUSINESS LEGAL NAME</b>
<b>TITLE</b>	<b>TRADE/DBA NAME</b>
<b>DATE</b>	<b>SIGNER NAME &amp; TITLE</b>
<b>SIGNATURE</b>	<b>DATE</b>
	<b>SIGNATURE</b>

By signing this TSA, you agree to terms and conditions on the following pages and that any Solution leased or purchased on any Order will be governed by the Master Agreement General Terms and Conditions, the applicable Master Agreement Additional Terms and Conditions for that particular Solution and the Order Form. You further understand and agree: (a) this Master Agreement is binding, effective, and NON-CANCELABLE upon execution; (b) you fully understand the terms and conditions stated herein, including that additional paperwork or documentation may be required from you to fulfill your obligations under this TSA; and (c) by signing above, you have represented to POA that you actually possess authority to enter this TSA.

# POA Total Solutions Agreement - General Terms and Conditions Applicable to all Solutions

*Pacific Office Automation and Customer agree as follows:*

## 1. TERM OF AGREEMENT.

This Agreement is effective upon the date of Customer's signature, and unless otherwise stated herein, will remain in force for the term stated on each Order, as integrated hereby. Unless either party provides written notice of non-renewal not more than ninety (90) days and not less than thirty (30) days prior to the expiration of the Solution Order Term, the Solution Order will be automatically renewed for additional, successive one-year terms ("Renewal Term").

## 2. PRODUCT / SERVICE ADDENDA.

Customer acknowledges that POA provides a variety of Solutions and that the TSA General Terms and Conditions governs the terms and conditions of all POA Solutions. Should there be any conflict in the terms of this TSA and any Order, the terms of the Order shall prevail.

## 3. FEES AND PAYMENT.

Customer agrees to pay to POA, at a minimum, the monthly payment amount agreed to for any Order executed by Customer, as well as all associated charges for services and hardware (as applicable), and variable usage and non-recurring charges throughout the term and any renewal term. Failure to pay any POA invoices within thirty (30) days may result in an interruption of service. Customer agrees that POA may increase the minimum monthly payment and any image, variable, or use charges each year during any Order term in an amount not to exceed 10% of such charge. Customer agrees to pay any applicable Federal, State, or local taxes, as applicable, to any Order. If an Order includes any third-party software, Customer agrees that POA may increase Customer's payment to reflect any increase made by the third-party software provider to POA.

## 4. LATE FEES.

If Customer fails to pay any POA invoice within thirty (30) days after the payment due date, Customer shall be obligated to also pay to POA an additional late fee amount of 1.5% per month, or 18% per annum.

## 5. FINANCING.

Several POA Solutions involve equipment or services that may be leased/financed through POA or through a third-party financing entity. POA agrees to provide reasonable assistance to Customer in order to obtain financing for the purchase or lease of the Solution(s) and customer consents to credit checks; however, financing cannot be guaranteed by POA. Customer remains responsible for the full purchase price of the equipment sold/leased in the event that financing cannot be obtained. If a "sale" price is not specifically indicated in the Addendum, due to anticipation of an agreed-upon lease (monthly) payment, the purchase price will be: the Manufacturer's Suggested Retail Price of the equipment, plus the cost of any lease buyouts, delivery charges, and installation charges, as well as the total amount of any Service/Order Agreement that POA has agreed to provide incidental to the equipment.

## 6. COOPERATION.

Customer agrees to provide POA with all necessary information to implement any Order. In the event that financing is obtained, Customer hereby agrees to fully cooperate in executing whatever industry standard Lease Financing Agreement(s) required for financing. Additionally, Customer agrees to cooperate in any and all respects necessary to fulfill the intent of this Agreement and any Order including cooperation with delivery and acceptance of POA Solutions as well as cooperation in buyouts, return(s) of equipment, and/or any incidental actions requested by POA. Customer's failure or refusal to enter necessary financing documents shall be considered a material breach of this Agreement, subjecting the Customer to: a) liability for payment in full of the contracted Solution(s); and/or b) POA's ability to enforce the terms of this TSA and any Order. As applicable, Customer agrees to return all leased equipment in full working order at the end of any lease term or renewal term. In the event Customer fails to cooperate in providing necessary information to implement an Order, POA shall have the right to begin billing the Customer the monthly payment amount for the Order.

## 7. PRIVATE DATA.

Customer shall make arrangements to protect or remove all sensitive and private data that may become stored on Customer's equipment. While POA may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. POA shall not be liable for damages arising from Customer's failure to fully remove and protect its data and/or the data owned by any third party.

## 8. APPROPRIATE USE.

Customer agrees that by entering into this Agreement, POA will not assume and should not be exposed to the business and operational risks associated with Customer's business. It is specifically understood that Customer will use the solution ordered solely for lawful and appropriate purposes including all import/exports laws.

## 9. INTERIM USE.

In the event of partial or staged delivery of any equipment or Solution, POA reserves the right to charge Customer interim rental and usage charges until such time as complete delivery, acceptance and commencement of the initial lease term. The interim rental fee shall be charged on a percentage basis of delivered equipment/solution plus usage charges.

## 10. MISCELLANEOUS.

- This Agreement shall be governed by laws of the State of Oregon. Customer consents to jurisdiction and venue in Multnomah County, OR for any dispute arising out of this Agreement or any related Order, but POA specifically reserves its right to determine that venue may be more appropriate in the location where the Solution(s) are being used. Should another venue be chosen by POA, the State law controlling that venue shall govern.
- In the event any one or more provisions of this Agreement or any Order is held to be invalid or unenforceable, the enforceability of the remaining provisions shall be unimpaired.
- No modification, amendment, supplement or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and signed by both parties.
- Customer may not assign or dispose of any rights or obligations under this Agreement, any Order, or any financing documents without POA's prior written consent.

## 11. METER READINGS.

POA offers a DCA and other network-based machine data collection methods for Customer convenience, billing accuracy, and to enhance service effectiveness. Customer agrees that POA will enable a DCA or network monitoring software on applicable Equipment to automatically report Meter Readings. If the Customer's Solution includes Meter Readings but Customer refuses a DCA or networking monitoring software, Customer agrees to provide POA with a timely Meter Reading prior to the end of the month. If the Customer fails to provide POA with a timely Meter Reading, POA reserves the right to estimate Meter Readings and charge Customer an additional fee up to \$50 per machine, per month.

## 12. SITE ENVIRONMENT.

Customer shall be responsible to ensure the site that any Order is to be installed or used meets the manufacturer's requirements including, but not limited to, space, power, network, temperature, and humidity. Electrical power must meet the voltage, amperage, and electrical noise level requirements. Customer agrees that the site must meet minimum standards to implement the Solution(s). Customer bears sole responsibility to modify or upgrade their site. In the event the site requires any modification or upgrade, the Order shall remain in full effect.

## 13. DISCLAIMERS.

ALL EQUIPMENT AND SOLUTIONS OFFERED BY POA ARE SUBJECT TO A MANUFACTURER'S WARRANTY. EXCEPT AS SPECIFICALLY PROVIDED BY THE MANUFACTURER(S), POA DISCLAIMS, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL POA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING (BUT NOT LIMITED TO) A LOSS OF DATA, LOSS OF REVENUE, AND/OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE OR EQUIPMENT PROVIDED HEREUNDER. THIS DISCLAIMER APPLIES WHETHER THE CLAIMS ARE MADE BASED ON A THEORY OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF POA IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## 14. REMEDIES.

In the event of a Customer default of this Agreement or any Order, POA may: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii)(a) require you to return all of the Equipment at the end of the lease term, or take possession of the equipment; or if (iii)(a) is not satisfied within 30 days of demand, we may recover from you the Fair Market Value of the Equipment; and (b) declare any other agreements between us in default. If we take possession of the Equipment, we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and POA may charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. The remedies are cumulative, are in addition to any other remedies provided for by law, may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

## 15. EXCLUSIVE PROVIDER.

Customer agrees that POA shall be its exclusive provider for the Solutions offered. Upon Customer's request, POA will provide a customized price book of the current Solutions offered. In the event that customer is given an industry standard quote by any third party, POA shall have the right of first refusal to beat or meet the quote. If POA can beat or meet the quote, Customer agrees to order the Solution from POA.

## Imaging Equipment Service Order *Additional Terms and Conditions*

### 1. SERVICE / SUPPLY COMMITMENT.

The following are included in POA's Service/Supply Commitment:

- Replacement of all parts found defective or worn as a result of normal equipment use.
- Labor to repair and properly maintain the equipment.
- Preventative maintenance done at intervals specified by the manufacturer.
- Loaner equipment 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.

### 2. TONER SUPPLY.

If toner is included in the Order, the toner will be supplied within the cost per copy charge based upon standard manufacturer's yield. POA may perform an audit to determine consumption levels. In the event actual consumption levels exceed standard toner coverages (10% Mono, 35% Color), POA reserves the right to invoice for excess consumption. Coverage under the One Rate program assumes the device will be operated within manufacturer specifications using standard toner coverages. Not included are paper, staples, and network support. Service calls by POA covered under the Service Order will only be made during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. Service requested and performed at any other time will be billed at standard overtime rates.

### 3. BASE / OVERAGE CHARGES.

Customer agrees to pay POA the base and overage charges agreed to in the Order and agrees that excess images over the allotted base amount during the billing cycle will be billed to Customer at the agreed to rate for overages. If not noted, overages will be charged at POA's book rates. If the Service/Supply Agreement combines two or more pieces of equipment of different operating costs, POA reserves the right to adjust image allocation and pricing to fairly reflect actual usage should the actual usage rate of the equipment vary by more than 10% from the expected usage rates.

### 4. POA MFP NETWORK SERVICE.

POA MFP Network Service solely provides coverage for services related to the connectivity between the covered equipment and the Customer's Network. MFP Network Service does not provide coverage for services for the Customer's Network itself. 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.

### 5. WARRANTIES / GUARANTEES.

- Standard Limited Warranty:** POA warrants New, Newly Remanufactured, Newly Reconditioned, and Newly Refurbished equipment to be free of defect in materials and workmanship for a period of 90 days from installation. In addition, POA warrants for New, Newly Remanufactured, Newly Reconditioned, and Newly Refurbished equipment the same warranty for five (5) years if continuously maintained by POA or one of its authorized representatives. These warranties do not extend to replacement of supply items or consumables such as photo conductors, heater rollers, fuser, cleaning kits, toner, developer, or paper. New Equipment shall be defined as equipment with usage up to 5,000 copies. Newly Remanufactured, Newly Reconditioned, and Newly Refurbished shall be defined as equipment that has been remanufactured, reconditioned, and refurbished respectively, to meet standards aligned with original manufacturer specifications and POA's quality standards. Used equipment shall receive a 30 day warranty.
- Response Time Warranty:** POA guarantees four hour average response time for emergency services for equipment that is within fifty miles of POA branch offices. If POA does not perform this guaranteed average response time for a period of one year, Customer will receive, upon written request a 5% credit towards Customer's next service or supply purchase from POA.
- Upgrade, Trade-in:** For all New equipment purchased hereunder and continuously covered under a POA Service Agreement, POA will guarantee a trade in value on New Equipment up to 90% of MSRP during the first 36 months after acquisition and a minimum guaranteed trade in value of 10% thereafter.

## Unified Communications Services Order *Additional Terms and Conditions*

### 1. SCOPE OF SERVICE COVERAGE.

In the event of any service issues, POA will assist Customer with troubleshooting the source of the problem and use reasonable efforts to remedy the issue. Service calls to POA covered under this Agreement will be made during the hours of 8 a.m. to 5 p.m. Monday through Friday, excluding holidays. Service requested and performed at any other time will be billed at standard overtime rates. Some elements key to proper performance, including but not limited to, LAN, wiring, power, firewall, CNAM, directory listings, CPE, and ISP, are beyond the scope of POA's responsibility to repair under this Agreement. Unless Customer purchases a separate Managed UC Services or Managed IT Services Order under which POA is providing the Customer with a Managed Router, CPE and ISP do not fall within the scope of POA's responsibility. While POA will offer telephone support to the Customer in diagnosing service issues outside the direct scope of its responsibility, such as those listed above, their ultimate repair will remain the responsibility of the Customer. Additional Service Levels can be purchased upon request.

### 2. DOMESTIC/INTERNATIONAL CALLS.

Dial Tone services are included with the Elevate Cloud UC Solution and may be purchased separately for other UC Solutions identified on the Order. Dial Tone service includes unlimited calls to the Continental US, AK, HI, Canada, and Puerto Rico, ("Domestic Calls"). All calls which are not Domestic Calls shall be deemed Long Distance. As applicable, Customer will be charged on a per minute for Long distance and rate will vary based on call destination. If a Customer Solution includes an Auto Attendant, 1,000 minutes per month will be included for calls transferred off net. Customer will be billed for each minute for calls transferred off net above 1,000 minutes.

### 3. TOLL FREE CALLS.

A Toll-Free bundle of minutes can be purchased and will be specified on the Order. Customers who exceed the number of allowed Toll Free minutes will be charged an excess usage fee on a per minutes basis based on usage. Unused Toll Free minutes shall not carry over from month to month.

### 4. TOLL FRAUD.

Toll Fraud is the theft of Long Distance calls. Customer should immediately notify POA of suspected Toll Fraud by calling POA's Customer Service phone number. POA is not responsible for Toll Fraud and it is the sole responsibility of the Customer for payment of any charges incurred due to Toll Fraud, abuse, or misuse.

### 5. LOCAL AREA NUMBERS.

Local Area Telephone Numbers are assigned according to the proximity of the address the Customer provides to POA. It is the Customer's responsibility to confirm whether the assigned numbers are in the local calling area of the Customer. If POA is porting any local or toll-free numbers or is providing new local or toll-free numbers, POA is not liable for any errors or omissions that may arise from the number assignment or porting process, including but not limited to advertising costs and Long Distance fees.

### 6. UC WARRANTY.

POA hereby warrants for a period of (1) year, from the first day of operation, all equipment listed on the Order to be free of defects in material and workmanship, unless otherwise warranted by the manufacturer. Equipment which has been repaired or serviced by others, abused, altered, improperly handled, refurbished, or used with equipment not installed by POA is not covered under this warranty. Damage due to acts of God, fire, water or riots are not covered by this warranty.

**1. COVERAGE.**

Details of coverage are outlined on the Managed Service Order and herein. Costs to repair or replace hardware are not covered under the terms of this Agreement. Additional details of support and escalation can be provided upon written request. Services performed outside of standard business hours are not covered by this Agreement and are subject to additional fees. Any onsite service call requested by the Client where no service is necessary will be subject to standard chargeable fees.

**2. FEES / PAYMENT.**

If the number of users and/or workstations increases or there is an increase in hardware during the term of this Agreement, POA may in its sole discretion automatically adjust the monthly payment amount to reflect any increase. Any and all services requested by the Client that fall outside of the terms of this Agreement will be considered "Projects" and will be quoted and billed as separate, individual services. Customer agrees to pay to POA, at a minimum, the monthly payment amount agreed to for any Order executed by Customer, as well as all cloud variable usage charges, as applicable.

**3. MINIMUM STANDARDS REQUIRED FOR SERVICES.**

In order to provide effective services under this Agreement, the Customer environment must conform to the following:

- a. All workstation and/or servers with Windows Operating systems must be running a version currently supported by the manufacture and all service packs and critical updates installed.
- b. All server and workstation software must be genuine, licensed, and vendor supported.
- c. The environment must have a currently licensed, up-to-date and vendor supported server based POA approved antivirus solution protecting all servers, workstations, and email.
- d. The environment must have a currently licensed, vendor supported, server based POA approved backup solution that can be monitored, and be able to issue notice of failures and successes.
- e. The environment must have a currently licensed, vendor supported POA approved hardware firewall between the internal network and the internet.
- f. All wireless data traffic in the environment must be securely encrypted.
- g. There must be an outside static IP address assigned to a network device allowing RDP and VPN access. Customer must have an adequate internet connection and speed approved by POA.
- h. Customer must ensure that environment has sufficient power to meet manufacturer's specifications on all hardware devices.
- i. Costs required to bring Customer's environment into compliance with minimum standards is not included in this Agreement. All work associated with bringing Customer's environment with minimum standards must be contracted through and completed by POA.

**4. EXCLUDED PRODUCTS AND SERVICES.**

Products and services not covered by this Agreement:

- a. Services on parts, equipment, or software not covered by vendor/manufacture warranty or support.
- b. The costs of any parts, equipment, or shipping charges of any kind.
- c. The costs of any software licensing or software renewal or upgrade fees of any kind.
- d. The costs of any third party vendor or manufacturer support or incident fees of any kind.
- e. Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors.
- f. Service or repair made necessary by the alteration or modification of equipment of software other than as authorized by POA.
- g. Maintenance of applications software packages, whether acquired from POA or any other source unless specified on this Agreement.
- h. Programming (modification of software code) and program (software) maintenance.
- i. Training service of any kind.

**5. POA IS EXCLUSIVE INFORMATION TECHNOLOGY PROVIDER.**

By entering this Agreement, Client agrees that POA is the exclusive provider, manager, and servicer of all Information Technology and similar products and services to Client. Client additionally agrees it will not employ any internal Information Technology personnel during the term of this Agreement.

**6. ANTIVIRUS.**

Included are basic requirements for Client antivirus protection.

**7. MOVES.**

One (1) workstation or hardware move per every ten (10) Customer users during every calendar month during the term of the Order. Move time must be scheduled in advance and there is no carryover of any unused Move time from any previous month.

**8. RIGHTS AND INTERESTS.**

All worldwide intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by POA during the course of performing the services shall belong exclusively to POA, and Client shall have no right or interest therein, other than as acknowledged in this paragraph. POA hereby grants to Client a royalty-free, nontransferable, nonexclusive license, solely for Client's internal business purposes, to the object code form of any application software programs or other work product created by POA in performing the services, for use solely during the term of this Agreement.

**9. DEVELOPMENT TOOLS.**

POA will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the services which are based on trade secrets or proprietary information of POA, or are otherwise owned or licensed by POA. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement.

<b>MITs Average Response Times (Business Hours 7:30 am to 5:30 pm)</b>	
Infrastructure Emergency (servers, multiple workstations)	15 minutes
Help Desk Response Time: 7:30 am to 5:30 pm	< 60 minutes
Average On-site Response Time During Business Hours	< 3 hours
Non-critical On-Site Service Related Issues	< 4 hours
<b>Chargeable Service Rate - MITs Customers</b>	
Rate for Standard Hours - 7:30 am to 5:30 pm	Included
Rate for After Hours Service - 5:30 pm to 11:30 pm	At Current Market Rate
Rate for Overnight Service - 11:30 pm to 7:30 am	
Rate for any Holiday Service - All Day	
*Help Desk will try to resolve all issues before dispatching a local technician	

## Mailing & Sending Service Order *Additional Terms and Conditions*

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**Equipment Warranty:** POA warrants New Equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables.

**Response Time Warranty:** POA guarantees a four hour average response time for emergency services for equipment that is within fifty miles of POA branch offices. If POA does not meet the guaranteed average response time for a period of one year, Customer, upon written request, will receive a 5% credit towards Customer's next service or supply purchase from POA.

**Upgrade, Trade-in, Limited Guarantee:** For all New Equipment purchased hereunder and continuously covered under a POA Service/Supply Agreement, POA will guarantee a trade in value on New Equipment sold by POA up to 90% of MSRP during the first 36 months after acquisition and a minimum guaranteed trade in value of 10% thereafter.

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In the event of any service issues, POA will assist Customer with troubleshooting the source of the problem and use reasonable efforts to remedy the issue. Service calls to POA covered under this Agreement will be made during the hours of 8 a.m. to 5 p.m. Monday through Friday, excluding holidays. Service requested and performed at any other time will be billed at standard overtime rates. POA shall provide all labor and parts required for the normal operation and maintenance of the equipment specified in the Order excluding paper and staples. Customer shall be solely responsible for all costs to repair or replace Equipment that is lost, damaged by theft, casualty, misuse, or any other cause other than normal wear and tear.

## Managed Cybersecurity Order *Additional Terms and Conditions*

### 1. COVERAGE.

Details of coverage are outlined on the Managed Cybersecurity Order and/or the Statement of Work. Provided Customer is in full compliance with this Agreement, Customer will (i) have the right to use the Solution during the Term and (ii) have a limited, nontransferable, non-sublicensable, non-exclusive license during the Term to (a) install the object code form of the software, but only in connection with Customer's use of the Solution, (b) use and access the third party cloud service in conjunction with Customer's use of the Solution, and (c) access the Customer's portal, subject to all applicable terms and conditions governing such portal, including the Privacy Policy. Services performed outside of standard business hours are not covered by this Agreement and Order and are subject to additional fees. Any onsite service call requested by the Customer where no service is necessary will be subject to standard chargeable fees.

### 2. FEES / PAYMENT.

If the number of users and/or workstations increases or there is an increase in hardware during the term of this Agreement, POA may in its sole discretion automatically adjust the monthly payment amount to reflect any increase. Any and all services requested by the Customer that fall outside of the terms of this Agreement and Order will be considered "Projects" and will be quoted and billed as separate, individual services.

### 3. WARRANTY.

During the term and provided that Customer is in compliance with this Agreement, (i) the solutions provided under this agreement do not infringe or misappropriate any intellectual property rights of any third party, and (ii) the solutions shall substantially perform in all material respects as described in the documentation or statement of work. In the event of any breach of this Section, POA shall, as its sole liability and Customer's sole remedy, repair or replace the solutions that are subject to the warranty claim at no cost to Customer. Except for the warranty described in this section, the solutions are provided without warranty of any kind, express or implied including, but not limited to, the implied warranties or conditions of design, merchantability, fitness for a particular purpose, and any warranties of title. Customer acknowledges that the solutions are provided "as is" and further acknowledge that POA does not warrant (a) the operation of the solutions will be uninterrupted, or error free, (b) the solutions are not vulnerable to fraud or unauthorized use, (c) the features or functionalities of the solution will be available at any time in the future, and (d) the solutions will identify or detect every vulnerability or security issue. Customer is responsible and POA shall have no responsibility for determining that the use of solution complies with applicable laws in the jurisdiction(s) in which client may deploy and use the solutions. POA does not accept liability beyond the remedies set forth herein.

### 4. MINIMUM STANDARDS REQUIRED FOR SERVICES.

In order to provide effective services under this Agreement, the Customer environment must conform to the following:

- a. All workstations and/or servers with Windows Operating systems must be running a version currently supported by the manufacture and all service packs and critical updates installed.
- b. All server and workstation software must be genuine, licensed, and vendor supported.
- c. The environment must have a currently licensed, up-to-date and vendor supported server and a POA approved antivirus solution protecting all servers, workstations, and e-mail.
- d. The environment must have a currently licensed, vendor supported, backup solution that can be monitored, and be able to issue notice of failures and successes.
- e. The environment must have a currently licensed, vendor supported and POA approved hardware firewall between the internal network and the internet.
- f. All wireless data traffic in the environment must be securely encrypted.
- g. There must be an outside static IP address assigned to a network device allowing RDP and VPN access. Customer must have an adequate internet connection and speed approved by POA.
- h. Customer must ensure that environment has sufficient power to meet manufacturer's specifications on all hardware devices.

Costs required to bring Customer's environment into compliance with minimum standards is not included in this Agreement/Order. All work associated with bringing Customer's environment within the minimum standards must be contracted through and completed by POA.

### 5. EXCLUDED PRODUCTS AND SERVICES.

Products and services not covered by this Agreement:

- (a) Services on parts, equipment, or software not covered by vendor/manufacture warranty or support.
- (b) Except as provided by this Agreement, the Order, or the Statement of work, the costs of any parts, equipment, or shipping charges of any kind and the cost of any software, licensing, or software renewal or upgrade fees of any kind.
- (c) Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors.
- (d) Service or repair made necessary by the alteration or modification of equipment or software other than as authorized by POA.
- (e) Maintenance of applications software packages, whether acquired from POA or any other source unless specified on this Agreement.
- (f) Programming (modification of software code) and program (software) maintenance.

### 6. RIGHTS AND INTERESTS.

POA will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the services which are based on trade secrets or proprietary information of POA, or are otherwise owned or licensed by POA. Customer understands and agrees that the Licensor of the Solution owns, or has the right to license the Solution and that Customer shall have no right, title or license except as otherwise provided in this Agreement and Order.

## Managed Print Services Order *Additional Terms and Conditions*

### POA SERVICES.

POA shall provide all labor, parts, and toner required for the normal operation and maintenance of the equipment described in the Order excluding paper, staples, relocation and freight. If toner is included, the toner will be supplied within the base charge based upon the manufacturer's standard yield, with excess toner to be billed at POA's published price. Repairs or maintenance to the equipment caused by casualty or misuse are not covered, and will be billed at POA's standard rates.

### 3. RECONDITIONING.

If POA determines that the equipment cannot be properly maintained in good working order due to age or other factors, POA will submit to Customer an estimate of required reconditioning costs, which will be in addition to the Charges hereunder. If Customer does not authorize the recommended reconditioning, POA may discontinue service for the specified equipment and the Charges here shall be adjusted accordingly.

### 4. KEY OPERATOR.

Customer agrees to designate and make available a suitable person who will be trained by POA to operate and supervise the operation of the Equipment. Customer shall promptly notify POA if such key operator is no longer available to supervise the operation of the Equipment.

### 5. ACCESS AND ELECTRICAL REQUIREMENTS.

Customer shall provide POA technicians' access to all sides of the Equipment and the manufacturer's specified electrical power for each piece of Equipment.

### 6. DAMAGES TO EQUIPMENT.

Customer acknowledges and agrees POA is not an insurer of the Equipment and Customer shall be solely responsible for all costs to repair or replace Equipment that is lost, damaged by theft, casualty, misuse, or any other cause other than normal wear and tear.

## Access Controls & Security Cameras Order *Additional Terms and Conditions*

### 1. POA REPRESENTATIONS AND WARRANTIES.

POA warrants that all new hardware will be substantially free of defects in materials and workmanship for a period of 90 days as well as any additional manufacturer warranties.

### 2. DISCLAIMERS.

By signing this Agreement, Customer acknowledges and agrees that the equipment listed, including the associated monitoring services, are designed to reduce certain risks of loss, however, POA does not guarantee that no loss or damage will occur. Further, Customer acknowledges and agrees that POA assumes no liability and shall not be liable for any loss or damage sustained by Customer, and Customer covenants not to sue POA for any loss, (economic or non-economic), business loss or interruption, consequential damages (in contract or tort), data corruption or inability to retrieve data, personal injury, or property damage sustained by Customer or any other third party regardless of any failure of the equipment to perform as intended, regardless of whether or not such loss or damage was caused by, or contributed to, any extra contractual or legal duty, strict products liability, POA will not have any liability for permit fees, false alarms, false alarm fines, the manner in which first responders respond, or how alarms are monitored by the call centers or first responders, or refusal of first responders to respond. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, POA MAKES NO WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, POA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE.

## Electric Vehicle Charging Stations Order *Additional Terms and Conditions*

### 1. SERVICE COVERAGE.

In the event of any service issues, POA will assist the Customer with troubleshooting the source of the problem and use reasonable efforts to remedy the issue. Service calls to POA covered under this Agreement will be made during the hours of 8 a.m. to 5 p.m. Monday through Friday, excluding holidays. Service at any other time will be billed at standard overtime rates. Except for any downtime resulting from outages of third-party connections or utilities or other reasons beyond POA's control, POA will ensure the reasonable functionality of the EV equipment. POA guarantees four-hour average response time for services for EV equipment that is within fifty miles of POA branch offices.

### 2. WARRANTY.

POA hereby warrants for a period of five (5) years, from the first day of installation, all EV equipment listed in this Agreement to be free of defects in material and workmanship, unless otherwise warranted by the manufacturer. EV equipment which has been repaired or serviced by others, abused, altered, improperly handled, refurbished, or used with equipment not installed by POA is not covered under this warranty. Damage due to acts of God, fire, water or riots is not covered by this warranty.