

DEPUTY COUNTY COUNSEL DATE 2-22-17

SHARP

SHARP BUSINESS SYSTEMS

Customer Care Maintenance Agreement

Sharp Business Systems
470 Boulder Ct #100
Pleasanton, CA 94566
(P) 925-417-8400 (F) 925-417-8404

Customer Name	
San Benito Co. Health & Human Services	
Billing Address	
1111 San Felipe Rd	
City	State Zip
Hollister	CA 95023
Billing Contact	
Jackie Credico	
Phone	Fax
(831) 636-5041	
E-mail	
jcredico@cosb.us	

Equipment Covered	Model	Serial Number	ID Number	Start Meter
MKS070		to follow		
Model or Meter		Serial Number	ID Number	Start Meter
Model or Meter		Serial Number	ID Number	Start Meter
Model or Meter		Serial Number	ID Number	Start Meter
Model or Meter		Serial Number	ID Number	Start Meter
Model or Meter		Serial Number	ID Number	Start Meter

Customer Location	
Customer Location/Department Name	
SBCO Health Dept	
Location Address	
351 Tres Pinos Road, Suite C-1	
Physical Location Description	
Environmental Health Services	
City	State Zip
Hollister	CA 95023
Key Contact	
to follow	
Phone	Fax
E-mail	
Meter Contact	
Phone	Fax
E-mail	

Agreement Endorsement	
Label	Part
Yes	Yes
Drums	Yes
B Toner	Yes
C Toner	Yes
Developer	Yes
Supplies	Yes
Commod Shaded	No

Detail of Charges

Base Charge	\$ 0.00	Quarterly
Base Charge Frequency		Quarterly
Meter Allowance 1	B & W	No
Meter Allowance 2	Color	No
Meter Allowance 3		
Excess Charge 1	\$ 0.0063	Term (Months)
Excess Charge 2	\$ 0.0520	12
Excess Charge 3		

Authorizations

Comments	
billed quarterly in arrears	
Authorizing Contract Number	
Purchase Order Number	
<input checked="" type="checkbox"/> I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images unless otherwise noted.	
<input type="checkbox"/> Customer has declined maintenance coverage at this time. The customer understands declining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.	
Print Name	
Customer Signature	Date

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBC CONTRACT MANAGEMENT.
Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes.
Sharp Electronics Systems is a division of Sharp Electronics Corporation.
Sharp Authorized Signatory
Date 2-6-17

SBC Contract Number

Customer Signature

Date

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE This Agreement covers both the labor and the material for adjustments, repair and replacement of parts ("Maintenance") as required by normal use of the equipment identified on the front page of this Agreement ("Equipment"). Maintenance does not cover charges for installation, relocation or de-installation of the Equipment. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard facsimile (thermal) paper or substandard supplies, other causes beyond the control of SBS or such causes which would void the Equipment's warranty are not covered by this Agreement. Any such repairs identified in the preceding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, SBS may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than the SBS Authorized Personnel, or if parts, accessories or components not meeting machine specifications are fitted to the Equipment. Maintenance shall not cover charges for repairs needed as a result of Customer or third party modifications to software or hardware.

2. MAINTENANCE VISITS Maintenance visits will be made during standard weekday business hours at the address shown on the first page of this Agreement. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to SBS's standard overtime rates in effect at the time of the Maintenance visit. SBS will not connect, disconnect, repair or otherwise service non-sharp approved attachments, components or accessories. Customer is responsible for disconnecting and reconnecting non-sharp approved attachments, components or accessories. Maintenance performed during a Maintenance visit includes lubrication and cleaning of the Equipment and the adjustment, repair or replacement of parts described below.

3. REPAIR AND REPLACEMENT OF PARTS Except Photocopyers (i.e. copy drums), all parts necessary to the operation of the Equipment requiring replacement due to normal wear and tear, subject to the general scope of coverage, will be furnished free of charge during a service call. Coverage for Photocopyers may also be obtained for an additional fee if selected on the first page of this Agreement.

4. MAJOR REPAIRS AND UPGRADES Major repairs resulting from misuse of the product, overall failure of the Equipment resulting from the normal end of life cycle of the Equipment and other repairs requiring more than customary repair and part replacements ("Overhaul") shall not be considered covered Maintenance. Should, in the opinion of SBS, an Overhaul be necessary for the Equipment to be in working condition, SBS will submit to the Customer an estimate of needed repairs and their additional cost. If the Customer does not authorize such Overhaul, SBS may, at its option, discontinue Maintenance of the Equipment under this Agreement. Thereafter, SBS may make service available on a "Per Call" basis based upon SBS's standard rates in effect at the time of service.

5. USE OF SBS SUPPLIES Customer is not obligated to use SBS approved supplies under this Agreement. If, however, the Customer uses other than SBS approved supplies (other than paper) and such supplies result, in SBS's reasonable judgment, additional Maintenance, then SBS may, at its option, assess a surcharge or terminate this Agreement. If SBS terminates this Agreement, SBS may make service available on a "Per Call" basis based upon SBS's standard rates in effect at the time of service.

6. SUPPLIES Supplies selected, if any, on the front of this Agreement ("Supplies"), shall be included under this Agreement. SBS will provide such selected Supplies to the Customer based upon normal yields. Supplies provided are for use with the Equipment covered by this Agreement only and are not for resale or for use with other equipment. If the Customer's usage of the Supplies exceeds the normal yields for the Equipment being serviced, SBS will invoice and the Customer agrees to pay, for the excess supplies at SBS's current retail prices then in effect. SBS reserves the right to charge for supplies and freight. Normal yield is defined as the published industry standard yield for the product model covered under this Agreement.

7. ELECTRICAL REQUIREMENTS In order to insure optimum performance of the Equipment, Customer must comply with all Sharp required electrical specifications, including but not limited to use of designated circuit and outlets and required voltage requirements. These power standards are required by UL and/or local safety regulations.

8. CHARGES The initial charge for Maintenance under this Agreement is non-refundable and shall be the amount set forth on the first page of this Agreement. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of term renewal. Customer shall be charged according to the payment cycle indicated on the front page of this Agreement. Customer shall pay all charges within ten (10) days of the date of the SBS invoice. Past due amounts shall accrue interest at a rate of 1.5% per month. If any Equipment which is subject to this Agreement, or any renewal hereof, is moved to a new SBS service territory, SBS shall have the option of charging the Customer an amount equal to the difference in the published maintenance charges between the current SBS service territory and that of the new SBS service territory (on a pro rata basis). If such equipment is moved beyond any SBS service territory, SBS reserves the right to cancel this Agreement, upon written notice to the Customer, or SBS may charge (and Customer hereby agrees to pay) a fair and reasonable upcharge for continued service. In so doing SBS may take into account the distance to Customer's new location and SBS published rates for SBS's "time and materials", "Per Call" service. SBS reserves the right to increase and/or otherwise modify its service rates and services on each anniversary date of this Agreement.

9. METER READINGS Customer is obligated to provide meter reading(s) in a timely manner upon request. If the Customer fails or refuses to provide the meter reading in a timely manner, SBS may estimate the meter based upon previous billing and service meter readings. The estimated meter will then be applied in the same manner as if the meter had been supplied by the Customer and the Customer agrees to pay any overage charges that may result from the estimated meter reading.

10. TERM This Agreement shall become effective upon SBS's receipt from Customer of the initial non-refundable maintenance charge, as set forth on the first page of this Agreement, or for such Customers that are to be billed in arrears, upon the date indicated in the "Start Date" portion of the first page of this Agreement. The term of this Agreement shall be as specified on the face page of this Agreement. This Agreement shall automatically renew for additional one year periods unless either party provides the other sixty (60) days written notice of termination prior to the end of the initial term, or any renewal term hereunder. In the event that Customer reaches or

exceeds the allowance, as specified on the first page of this Agreement, prior to the expiration of the initial term, or any renewal term under this Agreement, Customer hereby agrees to pay SBS the SBS excess meter rate then in effect and same shall apply to all of Customer's excess meter amounts, through the end of the term of this Agreement. For this Agreement (not CPC leases) either party shall have the right during any renewal term, or during any second or third term of a multi-term agreement (if applicable) to terminate this Agreement upon sixty (60) days prior written notice to the other.

11. EVENT OF DEFAULT AND TERMINATION The Customer's failure to pay any amount due under this Agreement, or breach of any other obligation herein shall constitute an Event of Default. Upon an Event of Default, SBS may, in its discretion take any one or more of the following actions: (i) cease performing all Maintenance or any other services under this Agreement; (ii) furnish Maintenance or service upon a prepaid, "Per Call" basis; and/or (iii) terminate this Agreement. Customer shall be obligated to pay any amounts due and owing to SBS within (10) ten days of the expiration or termination of this Agreement. Customer, upon payment of all such amounts due, shall thereafter have no further liability or obligation to SBS whatsoever for any further fees or expenses arising hereunder. In the event SBS terminates this Agreement because of the breach of Customer, SBS shall be entitled to payment for work in progress plus reimbursement for out-of-pocket expenses.

12. INDEMNITY Customer shall indemnify, save and hold SBS, its affiliates, officers, directors, shareholders, employees, agents and representatives and its and their successors and assigns ("SBS Parties") harmless from and against any liability, loss, cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury, whether to body, property or business or to any other person by reason of any act, neglect, omission or default by Customer. Customer shall defend, at its sole and absolute cost, any action to which this indemnity shall apply. In the event Customer fails to defend such action SBS may do so and recover from Customer in addition, all costs and expenses, including attorneys' fees in connection therewith. SBS shall be entitled to recover from Customer all costs and expenses, including without limitation, attorneys' fees and disbursement, incurred by SBS in connection with actions taken by SBS or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on SBS's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any actions or proceedings arising out of or relating to any SBS transactions with Customer. The foregoing provisions of this paragraph 11 shall survive the termination or expiration of this Agreement to the extent permitted by Law.

13. ENTIRE AGREEMENT This constitutes the entire Agreement between the parties relating to the subject matter hereof. Any modification to this Agreement must be in writing and signed by both parties.

14. SUCCESSORS AND ASSIGNS; TERMINATION Neither party may assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the other party, which will not be unreasonably withheld, except that either party may assign its obligations and rights to a wholly owned subsidiary, parent corporation, or entity under the same ownership, operation or control.

15. SEVERABILITY If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement shall remain in full force and effect.

16. COUNTERPARTS AND FACSIMILE SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart. A facsimile signature of this Agreement bearing authorized signatures may be treated as an original.

17. WAIVER OF JURY TRIAL ALL PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY

18. JURISDICTION All parties hereby consent to the exclusive jurisdiction of the Federal Courts located in Essex County, New Jersey and the State Courts located in Bergen County, New Jersey in any proceeding arising out of or relating to this Agreement.

19. LIMITATION OF LIABILITY To the extent permitted by Law, in no event shall SBS be liable to Customer for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information arising out of the inability to use the Equipment. The Customer acknowledges that the Maintenance provided by SBS is for the mechanical maintenance of the Equipment only, and that this Agreement does not cover any software, networking or any other connectivity or functionality maintenance, services or support.

20. FORCE MAJEURE SBS shall not be liable to Customer for any failure or delay caused by events beyond SBS's control, including, without limitation, Customer's failure to furnish necessary information; shortage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemics; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority; instrumentality or agency.

21. NO WARRANTY SBS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPARABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

22. INSURANCE If the Customer is leasing the equipment, the Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery.

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

[Signature] 2-22-17
DEPUTY COUNTY COUNSEL DATE



Value Lease Agreement

APPLICATION NO

AGREEMENT NO.

SHARP BUSINESS SYSTEMS

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Sharp Electronics Corporation dba Sharp Business Systems.

CUSTOMER INFORMATION

FULL LEGAL NAME

San Benito County Health Dept

STREET ADDRESS

1111 San Felipe Road

CITY

STATE

ZIP

Hollister

CA

95023

PHONE

(831) 636-5041

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

same

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

San Benito County Health Dept - Environmental Health 351 Tres Pinos Road, Suite C-1 Hollister, CA 95023

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

1 - Sharp MX3070 BW/Color MFP

NOT FINANCED UNDER
THIS AGREEMENT

SERIAL NO

STARTING MFTFR

☐ See the attached Schedule A☐ See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

60

Payments* of \$

162.00

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

*plus applicable taxes

Payment includes

Black and White Images per month

Overages billed monthly at \$

per image*

Payment includes

Color Images per month

Overages billed monthly at \$

per image*

Payment includes

Scan Images per month

Overages billed monthly at \$

per image*

Payment includes

Fax Images per month

Overages billed monthly at \$

per image*

By initialing here, you agree that service and supplies are not included in this Agreement.

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV") such term means the current market value of the Equipment. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / NONREFUNDABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED, ASSIGNED OR TERMINATED, BY CUSTOMER.

LESSOR ACCEPTANCE

Sharp Electronics Corporation
dba Sharp Business Systems

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Upon signing below, your promises herein will be irrevocable and unconditional in all respects.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

CONTINUING GUARANTY

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding on your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Lessor or Lessor's assignee related to this guaranty and the Agreement. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

X

GUARANTOR

SIGNATURE (AS AN INDIVIDUAL)

HOME PHONE

DATED

ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment, 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATE OF DELIVERY

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, editions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financial Items", which are included in the word "Equipment" unless separately stated). All as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any other date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement pro-rated for the period between the date the Equipment is delivered to you and the commencement date in an amount equal to 1/30th of the Payment. This Agreement will automatically renew for 12-month terms unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and properly taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee up to an amount of \$125.00 as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums received from you, to any amounts due and owing to us under the terms of this Agreement or any other agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 15% of the price of the Equipment.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals, end use and maintenance records to a location we specify, at your expense, in retail re-salable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We own the Equipment but we do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. Two place insurance on the Equipment; we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and on insurance for which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if we request, to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You must notify us within 30 days if you reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us; (b) you make or have made any false statement or misrepresentation to us; (c) you or any guarantor dies, dissolves or terminates existence; (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition; or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financial Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and/or messages may incur access fees from your provider.

8. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

9. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.


10. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, and, unless otherwise indicated on the face, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. The service and maintenance of the Equipment may be governed by a separate terms and conditions service agreement.

11. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first year of this Agreement and once each successive twelve-month period, the Payment and the Overage charges may be increased by a maximum of 15% of the then existing charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and coverage charges. We will also review your scan meter. If your scan meter exceeds your output (image) meter, you may be charged additionally for excessive scan meter usage. A "scan" is defined as the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. Meter Readings may be obtained remotely under certain circumstances and you consent to our ability to obtain remote meter readings.

12. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for the transition period will be based on the base minimum usage payment, prorated on a 30 day calendar month, and will be added to your first monthly Payment.

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

 2-22-17
DEPUTY COUNTY COUNSEL DATE

CONNECT SHIELD

DIGITAL CONNECTIVITY SUPPORT OPTION

Scope of Standard Installation

Sharp Business Systems Responsibilities:

- Identification of needed configuration modifications
- Delivery and Installation of all system components/software
- Complete assembly & testing of purchased components
- Configure system for specific network architecture
- Connection of system to an active network port
- Generation of server and up to 5 workstation printer test pages
- Training of Client IT support on PC print driver setup
- Provide Unlimited Help Desk Support for covered devices

Client Responsibilities:

- Provide complete and accurate site survey
- Must have IT Administrative support available during install
- Ensure compatible and updated OS on all workstations/servers
- All servers/storage fully backed up prior to install procedures
- Create all print queues as applicable
- Provide live network drops at each system location
- Provide static IP address for each system as required
- Provide appropriate network cables/cabling

Connect Shield

Services Included During Installation and Life of Agreement

- All items listed above under heading of Sharp Business Systems Responsibilities
- SharpDesk installation, reinstallation and updates as necessary
- Complete coverage of Print Controller and NIC Card including firmware updates
- Server/PC driver install, reinstallation and updates
- Vendor specific utilities installation, reinstallation and updates
- Adding users to fax and scan modules
- Level I support & diagnostics to be performed by Sharp Help Desk. The Help Desk will determine if on-site support is required and within the scope of this agreement.

Annual Retail Price per Device: \$ 750.00

Our Package Price: \$450.00

☐ **I ACCEPT the Connect Shield Maintenance Agreement optional coverage**

I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified herein.

Connect Shield is billed congruently with the billing terms of the Customer Care Maintenance Agreement either as a separate invoice, separate line item or added to that agreement's base charges.

☒ **I DECLINE the Connect Shield Maintenance Agreement optional coverage.**

Customer has declined the Connect Shield optional coverage at this time. The customer understands obtaining this optional coverage later may incur charges in addition to the stated charges herein and has been informed as to the current time and material billing rates.

San Benito County Health Svcs.
Business Name

X
Customer Signature

Peter B...

Date

12-15-16

SBS Authorization

Date

SBS Master Contract Number

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT

Maintenance Agreement contracts and their options are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes.
Sharp Business Systems is a division of Sharp Electronics Corporation.

CONNECT SHIELD

CONNECT SHIELD OPTIONAL SUPPORT TERMS AND CONDITIONS

1. All applicable Terms and Conditions of the Customer Care Maintenance Agreement are in force on the Connect Shield Optional Support Agreement
2. Customer is advised to contact SBS prior to updating or changing any application software or operating system.
3. Additional loading of other drivers, utilities, security updates, anti-virus or other programs to existing workstations/servers that causes SBS supported products to malfunction is not covered under this agreement and will be billed at the current hourly rate. We do not guarantee that our products and software drivers will be compatible with updated application or operating system software.
4. Proprietary application support may be provided on a billable best effort basis. This effort is based upon SBS experience, customer experience and the ability to openly contact proprietary software vendor's support. SBS makes no representation of ability to support proprietary software. Any vendor support charges would be the responsibility of the customer. SBS support for this will be billed at the current hourly rate.
5. It is the responsibility of the client to perform all necessary backups on the PC or Network prior to any installation or update. SBS bears no responsibility for any damages, data or productivity loss from said PC or Network Devices.
6. Network systems are highly volatile and carry no warranty for any work performed.
7. **LIMITATION OF LIABILITY:** SBS assumes no liability as an insurer and shall not be held accountable to client for failure to perform its obligations due to circumstances beyond the control of SBS. Such circumstances shall include, but not be limited to, any acts or omissions of any government or government authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, or any events that are reasonably beyond the control of SBS.
9. SBS will invoice for this agreement at the indicated frequency on Customer Care Maintenance Agreement. Services will cover only devices listed on that agreement and must be listed by model and serial number.
10. **CONFIDENTIALITY:** All disks, tapes, processes, reports and information of any nature that are made available by the Client or that become available to SBS by virtue of this agreement shall be held in strict confidence by SBS. Any such confidential disclosure that is provided or such confidential information that becomes available to SBS will be held in the strictest confidence in compliance with this agreement.