Laser Printer Service Agreement

This Agreement is entered into between LaserSharp, Inc. (vendor) and UW-River Falls (customer) for Laser Printer Service and Maintenance, subject to the terms and conditions of this agreement as described below.

SERVICE PLAN

This agreement will cover post-warranty Labor, Preventative Maintenance and all parts, assemblies, boards, power supplies rollers etc. required to maintain all on-campus qualified HP and Lexmark desktop laser printers for the period of this agreement.

Service Call orders will be received by email at service@lasersharpinc.com or by phone at (800) 832-0965. A LaserSharp, Inc. technician will arrive on-site within twenty-four hours of vendor's workweek as defined in the “Period of Maintenance” section below. Work Order progress/status/completion information will be emailed to your in-house representative who requested the service call, so prompt status/monitoring is possible. LaserSharp, Inc. will provide customer with a loaner printer in the event that customer’s printer cannot be repaired in three (3) working days.

TERMS AND CONDITIONS

TERM

This agreement shall continue for a six month period commencing on July 1, 2012 and ending on January 31, 2013. Thereafter, it shall automatically be renewed for the next six month period, subject to the current Prices, Terms and Conditions. Vendor may amend or update Time and Materials pricing by giving Customer thirty days advance written notice. Both Customer and Vendor may terminate this Agreement by giving the other party thirty days advance written notice.

PERIOD OF MAINTENANCE

Service Call Response Time:

LaserSharp, Inc. will respond on-site to a service request during normal working hours (weekdays 8:00 AM to 4:00 PM) for qualified printers listed in this agreement:

Within twenty-four (24) hours of acknowledged receipt of service call order

CUSTOMER OBLIGATIONS

During the term of this agreement, customer agrees:

a. To promptly pay all Time and Materials charges incurred by vendor.

b. UWRF ITS staff will perform the following “Tier 1 Support” tasks prior to vendor notification: initial diagnosis, and adjustments involving toner cartridges, signal cables, power cables, printer menu set-up and all related drivers, firmware and network issues.

c. Designated Customer contact person is to inform vendor promptly of any condition that may indicate a need for service, including all maintenance and error messages displayed. Customer’s service request must include the following:
printer model and location; problem details; contact information for responsible party or department head. Providing accurate information is essential in order to effectively resolve printer issue.

d. To permit prompt access for inspection and service of the printers by LaserSharp, Inc. at reasonable and mutually convenient times during LaserSharp, Inc. normal working hours as necessary to carry out the Service Plan obligations.

e. To permit the printer to be moved and taken to a designated location for reasonable period for maintenance service where such removal and off-site service is considered necessary by LaserSharp, Inc. LaserSharp, Inc. will insure printer during the time printer is off-site.

f. Allow the vendor’s professional judgment as governing the means and methods employed in respect to any repair, maintenance or corrective work to be performed on printer.

g. Not to hold LaserSharp, Inc. liable for special, incidental, indirect or consequential damages or for the loss of profit, revenue, or data arising from a delay in the repair of the printer.

h. At the time service call order is made the Customer may, at vendor’s request, be required to change out the toner cartridge(s) prior to dispatch of the service technician. This can eliminate the need for printer service, if toner is found to be defective.

i. Make new department heads/buyers aware of and understand the availability and terms of this Agreement.

LIMITATION OF LIABILITY
In no event shall LaserSharp, Inc. be responsible for any delay in or failure of performance hereunder where such delay or failure is due to causes beyond LaserSharp, Inc. control, including without limitation, fire, storm, lock-out, earthquake, explosion, accident, war, civil unrest, sabotage, epidemic, quarantine, material shortage, strike, work stoppage, labor unrest, freight embargo, transportation shortage or delay, governmental act, judicial order or Act of God.

ASSIGNMENT
This Agreement may not be transferred or assigned by either party without prior written consent of the other, provided however, that LaserSharp, Inc. may assign this Agreement, without the consent of customer hereunder, to a successor to all or substantial portion of its business.

GOVERNING LAW
This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Wisconsin.
TIME & MATERIALS PLAN DESCRIPTION AND COSTS:

- Customer is to be billed for actual Time & Materials used to satisfy vendor’s obligations to perform necessary printer service call labor, repair and installation of printer maintenance kits, parts and sub-assemblies. Vendor must give an estimate and obtain Customer’s prior approval, if expected repair costs are to run in excess of $200. Vendor will give job estimates upon request for any pending service job. Printer parts and maintenance kits will be billed at current competitive rates. Service jobs will be addressed using the most efficient and practical service methods.
  - **Labor/Time** to be billed for on-site or bench time only per the following rate schedule:
    - $65.00 (min. charge) for less than 30 minutes
    - $75.00 for 30 – 45 minutes
    - $85.00 for 45 – 60 minutes
    - $95.00 (hourly rate)

- Experienced, qualified and courteous technicians with sensible answers and solutions.
- No point-to-point labor charges.
- No trip charges.
- Most service calls (about 80%) take less than 30 minutes resulting in the minimum labor charge of $65.00
- Orders may be received by phone, fax or Email
  - (651) 437-8855 voice
  - (800) 832-0965 toll free
  - (651) 437-3788 fax
  - service@lasersharpinc.com email

VENDOR TECHNICAL EXPERTISE

LaserSharp, Inc. is not currently an “HP Authorized Support Partner”. Vendor is not currently authorized by HP to perform **HP factory warranty repair services**. Vendor, however, is well qualified to perform extensive “post-warranty” repair services on-site for all Customer’s qualified printers. Our technicians have been trained independently through various courses provided by PartsNow! of Madison, WI.

PAYMENT TERMS

Preferred payment method will be the use of customer’s Procurement Card or “P-Card”. Customer shall provide P-card information to vendor or vendor service representative
prior to, or upon completion of each service call. When this is not possible, customer will be billed at Net 30 day terms. If payment is not received in sixty (60) days, invoice is considered past due and may accrue a service charge of 1.5% per month in arrears.

ENTIRE AGREEMENT

Except as otherwise expressly provided for herein, this agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes and cancels any and all prior discussions, correspondence, and agreements or understanding relating hereto.

AMENDMENTS

Any changes in terms, conditions or equipment set forth in this agreement must be conveyed in writing, agreed to, and accepted by both parties.

CUSTOMER

Connie Smith
Signature
Risk Manager
Title
6-27-12
Date

LASERSHARP, INC.

David Nash
Signature
V.P.
Title
6-29-12
Date