



## MFP REMOTE NETWORK SUPPORT AGREEMENT

In response to our client's changing needs and to assist our clients in optimizing the connectivity performance of MFPs, RBS/ED & ED offers specific MFP network and software support services under the terms and conditions of this MFP Remote Network Support Agreement. For existing MFPs originally installed by RBS/ED & ED and covered under RBS/ED & ED's Maintenance Contract, this Network Support Agreement supplements the Maintenance Contract and includes continued support, as described below (the "Services"), for connectivity functions, e.g., printing and scanning, and attendant support for certain MFP network-related software products (listed on Schedule A).

### SUPPORT SERVICES

The equipment supported on your Maintenance Contract ("Covered Equipment") is the only equipment covered under this Network Support Agreement. This agreement covers the services of RBS/ED & ED's Remote Services Team in connecting Covered Equipment to the customer's network and addressing most printing and scanning issues, including installing any manufacturer recommended security patches.

### ONBOARDING AND INSTALLATION

As part of your onboarding and initial installation under this Network Support Agreement, RBS/ED & ED's Services Team will perform the following:

- *Consult with Customer's "Network Administrator" on system configuration requirements.*
- *Consult with and work with Network Administrator to identify product placement criteria, configure systems to meet requirements as listed above (provided existing environment meets the manufacturer's compatibility requirements).*
- *Provide software and drivers necessary to meet connectivity requirements (listed above) and install the same on a maximum of **three** workstations per MFP (additional workstations can be added for an additional charge).*
- *Provide support in the installation, configuration, and operation of connectivity requirements (for covered equipment), in accordance with equipment specifications.*
- *Reasonable training on network configuration for Network Administrator.*

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- *Configuration of remote diagnostic and/or meter reading systems.*

## **POST-INSTALLATION**

Following completion of installation, subject to Customer's continued coverage under this agreement and compliance with the terms hereof, and further subject to equipment specifications, satisfaction of Customer's responsibilities hereunder and certain limitations described herein, RBS/ED & ED will:

- *Use commercially reasonable efforts to resolve Covered Equipment connectivity issues via remote support.*
- *Provide ongoing licenses to certain connectivity software programs (specifically, those listed on Schedule A) and remote support for the same; and*
- *Provide ongoing reasonable assistance to Customer's Network Administrator.*

Please note that, coverage under this Network Support Agreement (other than installation) is limited to remote support. Onsite support to resolve network issues will be billable at RBS/ED & ED's then-current rates.

## **CUSTOMER RESPONSIBILITIES**

To be eligible to receive the services hereunder, the Customer must discharge its responsibilities under the Maintenance Agreement and hereunder, including, without limitation: (i) maintaining adequate environmental conditions for Covered Equipment, including proper ventilation and electrical; (ii) maintaining active network connections for Covered Equipment, and allowing RBS/ED & ED any access necessary to perform remote monitoring/support; (iii) maintaining valid licenses to and for all servers, computers, applications and/or software systems necessary for connectivity functions (and having valid and effective support contracts for all of the foregoing and remaining compliant with its obligations under licenses and support contracts) and otherwise maintaining all of the foregoing in good working order; (iv) performing all necessary operating system and application updates to the computers, applications and/or servers; (v) ensuring installation of up-to-date and effective anti-virus software for all applications, servers, systems, etc.; (vi) performing regular (at least daily) system and data backups of all computers and servers; (vii)

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having and making available, as requested by RBS/ED & ED, a qualified network administrator; and (viii) remaining current on all payment obligations. Additionally, to be eligible for Services under this Agreement, Customer must operate a Supported Operating System (see list on Schedule A).

## **EXCLUSIONS/DISCLAIMERS**

Services covered hereunder include only remote connectivity support for Covered Equipment (subject to express limitations, exclusions, and Customer's compliance with its responsibilities). Services do not include equipment relocations or reinstallations, internet support, network support or support services necessitated due to Customer's failure to discharge its responsibilities (or otherwise due to Customer's acts or omissions), or support for issues other than connectivity issues (including, without limitation, support for equipment failure, maintenance, or malfunctions, which may be covered under a separate agreement). For avoidance of doubt, unless otherwise expressly stated herein, Services do not include on-site support or support for document management software, scanning software, any other software, forms management applications (or other applications), computers, servers, or networks. Services are provided during normal business hours, 8:30 am to 5 pm, Monday through Friday, except on holidays. Excluded Services (including on-site support and Services provided outside of normal business hours), if available, will be billed at the standard overtime rates in effect at the time the Services are performed. The customer agrees to fully cooperate in good faith with RBS/ED & ED's technical staff to enable us to resolve all support incidents via remote support and will not directly or indirectly interfere with RBS/ED & ED's resolution attempts.

RBS/ED & ED bears no responsibility for any damage, liability or other issues arising from or in connection with the Customer's failure to discharge its responsibilities. Further, without intending to limit the generality of the foregoing, RBS/ED & ED shall bear no responsibility or liability whatsoever for damage to or loss of data, software or other information from MFPs, computers, servers, applications, or other network hardware. All disclaimers, and/or other

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limitations of liability, warranties and/or responsibility set forth in the Maintenance Contract are expressly incorporated herein by reference.

## PRICING

Customer will be responsible to make monthly payments to RBS/ED & ED at the following rates.

(Annual payments are also accepted)

Up to 3 MFPs: \$18.95/month; Additional MFPs: \$10.95/month/unit.

## SCHEDULE A

### Covered Operating Systems and Applications:

- Any currently supported operating systems: (per Microsoft Lifecycle Support Policy)

Connectivity to and interaction with the above listed Operating Systems will be supported provided said operating systems are compatible with the products purchased from RBS/ED & ED, supported by the product manufacturer and applicable for the requested application. Due to their unique nature, other operating systems and/or 3<sup>rd</sup> party application support as it relates to the interaction with products purchased from RBS/ED & ED is provided on a billable, best effort basis. Best effort is based upon RBS/ED & ED's experience, ability to contact the customer's vendor support, and customer knowledge. In support of software applications and other ancillary products, customer may incur vendor technical support charges.

### Covered Software

- FM Audit
- @Remote
- Print Tracker Pro
- KFS (Kyocera Fleet Services)

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\*Subject to Customer's continued coverage under a valid and effective software support contract.

NOTE: This Agreement shall not apply to any system failures resulting in whole or part from accident, abuse, misuse, theft, neglect, computer viruses, acts of third parties, fire, water, excess heat or cold, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances. RBS/ED & ED may withhold service or support or terminate this agreement if the customer fails to comply with any of the items or conditions of this agreement or is thirty days past due on any RBS/ED & ED invoice. This Agreement is not transferable, nor refundable. Further, RBS/ED & ED reserves the right, in its sole discretion, to revisit and modify, at any time, the specific software programs and/or operating systems/applications covered and/or supported under this Network Support Agreement.

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