

Panasonic Document Scanner

Standard Maintenance Services Terms and Conditions

These Standard Maintenance Services Terms and Conditions ("Terms and Conditions") apply to the provision of maintenance services by Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America ("Panasonic") to the End User as a result of End User's purchase of Panasonic scanner products ("Maintenance Services") from an authorized Panasonic distributor or reseller.

1 Products. Products covered by these Terms and Conditions are Panasonic commercial type document scanners, used by customers in an office environment.

2 End User Responsibilities. End User will designate an authorized representative for the purpose of interacting with Panasonic authorized service personnel. The End User representative must:

- a) provide initial problem-solving assistance to site Product users;
- b) coordinate all requests for assistance and act as liaison with Panasonic authorized service personnel;
- c) perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by Panasonic;
- d) maintain system and Product documentation and install software updates, maintenance upgrades and patches supplied by manufacturers;
- e) perform preventative maintenance and error recovery procedures as defined in the individual Product's user's manual;
- f) supply consumable items (i.e. feed roller kits, cleaning kits or any other item with a rated replacement life) or other Product components that are replaced due to normal wear and tear and/or as specified in the relevant manufacturer's manual(s);
- g) provide service personnel with immediate access to the Products when service is requested;
- h) keep the site environmental ranges within the specifications set forth by the manufacturer in the operating manual of the relevant Product;
- i) provide continuous and appropriate resource availability during problem resolution;
- j) have a telephone available in the work area;
- k) allow remote access to Panasonic authorized service personnel.

Failure to meet these obligations may result, at Panasonic's sole option, in the imposition of additional maintenance charges at prevailing per-call rates or immediate termination of these Terms and Conditions upon notice to End User.

2.1 Product Condition. End User represents that the Product covered by these Terms and Conditions (a) is in proper operating condition, (b) is without any unauthorized modifications, (c) has all safety features in working condition, and (d) has been maintained in accordance with manufacturer's Product performance specifications. Panasonic reserves the right to inspect the Product and site installation to confirm that Products meet those conditions. At Panasonic's discretion, such inspection and any repairs necessary to bring the Product to meet these conditions shall be included in the service quote if at any time End User fails to maintain the Product in proper operating condition as described above, Panasonic may terminate these Terms and Conditions immediately upon written notice to End User.

3 How to Obtain Service. In order to obtain service for Product, End User must call the Panasonic Technical Support Call Center at 1-800-726-2797 option 4 and provide the Product's serial number, which shall be located on the respective Product(s).

4 Types of Service Available.

4.1 Telephone Support. Panasonic will provide toll-free telephone support between 8:00 a.m. and 8:00 p.m., Monday through Friday, Eastern Standard Time.

4.2 On-Site Service. Panasonic will provide on-site service between 8:00 a.m. and 5:00 p.m., Monday through Friday, End User local time. On-Site Service includes adjustments and/or replacement of parts required to maintain Products operating consistently in accordance with manufacturer's published specifications.

4.3 Periodic Maintenance. Periodic Maintenance ("PM") services will consist of routine maintenance services required to keep the Products in proper operating condition. Additional scheduled PMs may be purchased to supplement coverage. *Note: PM services MAY NOT be included in the Standard Maintenance Plan for a particular Product.*

4.4 Extended Hours. Depending upon local service capabilities, available extended hour plans include 7-day and 24-hour options at additional cost.

4.5 Holidays. Contract support will not be provided on national holidays (New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Days).

4.6 Response Time Based on the extended service purchased and published response time Panasonic's objective is to provide service during Panasonic's business hours, within the following time frames:

Panasonic Document & Imaging Products	
Distance from Panasonic Service City	Within Contract Hours
Zone 1 (0 to 50 Miles)	4 hours
Zone 2 (51 to 100)	4 hours
Zone 3 (Over 100 Miles)	Next Business Day
Over 200 miles	Contact Panasonic

Panasonic will use its reasonable efforts to meet its response time objectives set forth above, provided however Panasonic is not liable for any failure to do so.

4.7 Advanced Unit Replacement ("AUR") Support (if applicable). If Panasonic determines that a returned Product is not operating consistently within manufacturer's specifications, Panasonic will provide a replacement Product that will be shipped to the customer next day subject to availability of a courier service. The replacement Product will perform at the minimum level of specifications of the current Product, but may not be the exact make and model. When AUR support is necessary, Panasonic will ship the replacement Product unit to End User's location, transportation prepaid. Upon delivery of a Product replacement unit, End User must place the malfunctioning Product unit in the shipping case, apply the enclosed labels and call the carrier for pickup within 5 business days after receiving the AUR. Panasonic will pay the return transportation charges. If the End User has not returned the malfunctioning unit within 10 business days from receiving the AUR, End User will be invoiced the list price of the unit and will become responsible for such charge.

4.8 Depot Service (if applicable). If Panasonic determines the Product is not operating consistently within manufacturer's specifications, Panasonic will instruct the End User regarding shipment of the Product to Panasonic for repair. Panasonic will repair the Product within a reasonable time and return the Product to End

User.

4.9 **Parts.** Items as referenced in the manufacturer's manual(s) required to maintain Products operating consistently within manufacturer's published specifications may not be included in this Agreement and will be invoiced separately. Parts or components replaced by Panasonic will be either new or remanufactured to Panasonic new product standards. Parts removed from the system and replaced at no charge become the property of Panasonic.

NOTE: If Panasonic determines that Parts, service publications or technical support needed to maintain or repair Products are not available, Panasonic will cancel the Agreement and issue a prorated credit for any remaining prepaid coverage.

4.10 **Consumables.** If End User purchases Maintenance Service contract from Panasonic that include additional consumable elements for any service offering, these additional elements will be provided in quantities applicable to this service offering as published by the manufacturer.

4.11 **Maximum Warranted Life.** Panasonic's maximum warranted service period for Products shall not exceed 5 years from date of original end user purchase of the Product. If Panasonic determines that the Product's maximum warranted life is exceeded, Panasonic will cancel the Maintenance Service contract and issue a prorated credit for any remaining prepaid coverage.

5 **Property of Panasonic.** Maintenance materials, tools, documentation, diagnostics and test equipment provided by Panasonic shall remain the exclusive property of Panasonic.

6 **Limitations.** The Services outlined in these Terms and Conditions are Panasonic's only obligation. Panasonic will not be responsible for any indirect, incidental, consequential, punitive or special damages resulting from the sale, use or improper functioning or inability to use the Products and/or related software, regardless of the cause, nor will Panasonic be responsible for damages of any nature that are not caused by Panasonic or are caused by circumstances out of Panasonic's control. Such damages for which Panasonic will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the Product, cost of any substitute Product, facilities or services. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence or fault of Panasonic or by persons under its direction or control.

7 **Exclusions.** These Terms and Conditions do not cover, and Panasonic shall not be responsible for:

- a) operating system services (e.g., database maintenance/recovery, product integration or application support);
- b) system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);
- c) network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations);
- d) consultation services;
- e) version release or software support to other than licensed Panasonic software products;
- f) Product installation, set-up, configuration or other non-repair services;
- g) cable and installation of cable runs or any acquisition of permits;
- h) End User training;
- i) circumstances beyond Panasonic's control (such as customer overriding, bypassing or defeating interlock switches on equipment or devices sold by Panasonic or any other 3rd party);
- j) problems due to failure of End User to conform to Panasonic's site specifications provided in the manufacturer's documentation;
- k) time spent locating Product not at the specified location or waiting for Product availability;
- l) relocation of Product or service associated with relocation;
- m) seasonal hibernation (de-installation) and reactivation (re-installation);
- n) service or parts associated with any unauthorized modifications, attachments or service;
- o) rebuilding or reconditioning of Product;
- p) misuse or abuse of Product; or
- q) Failure to follow Panasonic's operating instructions or instructions provided by the manufacturer.

Panasonic may provide, at its sole discretion, service in these cases under the specific service offer terms and at prevailing service offer rates.

8. **Confidentiality of End User Data.** Panasonic does not wish to receive any confidential information of End User in the course of providing Maintenance Services, and End User is expected to take all reasonable precautions to avoid disclosing any of its confidential information or that of its customers, employees or clients ("Confidential Information") to Panasonic and its employees or contractors. However, in the event that Panasonic's employees or contractors inadvertently become exposed to Confidential Information, Panasonic will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own information of a like nature.

9. **Early Maintenance Services Contract Termination and Refunds.** For Maintenance Services contract terminations within the first 30 days of purchase of Maintenance Services, Panasonic will provide, at the request of the customer, a full refund of the service fees paid. After the first 30 days of purchase of the Maintenance Services, Panasonic will refuse any requests for refunds or cancellation of any Services. Panasonic at its sole discretion, may make exceptions to this policy due to other unforeseen circumstances with the Product's performance. Panasonic will review such circumstances to determine if an exception will be made to refund all or a pro-rated portion of the remaining contract term.