

JEB Bldg., Vide Bouteille, P. O. Box 102, Castries, LCo4 101, Saint Lucia
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J.E. BERGASSE & COMPANY LTD.

All-in Full-Service Maintenance Agreement (Ai-FSMA)

An Agreement made _____. An Agreement for the maintenance of **OFFICE EQUIPMENT** between: **J. E. Bergasse & Company Ltd.** a company incorporated under the Companies Act of Saint Lucia Cap 13.01 of the Laws of Saint Lucia (hereinafter called **JEB**) and **XXXX** a company established under the Laws of Saint Lucia and having its registered office at XXX, Saint Lucia acting herein and represented by XXXXXXXX, XX Position XX and as such duly authorized so to act (hereinafter called **The Customer**).

This Agreement will commence on _____.

1. In consideration of being paid in advance the FSMA charge and payment on submission of an invoice, of the adjustment charges as detailed further within this agreement, **JEB** agrees to maintain the equipment listed in the first schedule, located at the stipulated address in good operating condition, subject to the terms and conditions specified in this FSMA.
2. Maintenance service shall commence on the effective date set forth above.
3. This Agreement shall continue in-force at the rate detailed in Schedule 3 unless cancelled in keeping with clause 10.
4. Only equipment in good working condition on the effective date of this Agreement shall be accepted for cover.
5. **The Customer** shall prepare and thereafter maintain at its expense the site in accordance with the environmental specifications recommended by **JEB**. **The Customer** shall provide at the site adequate and suitable working facilities and space for **JEB's** maintenance personnel.
6. **The Customer** shall ensure that the equipment is used in accordance with **JEB's** operating instructions and shall make the equipment available to **JEB** at all reasonable times for purposes of enabling **JEB** to perform its obligations under this Agreement.
7. An assessment of the machine may be required before a contract approval. Time and material rates would apply. Failure to sign this contract within thirty (30) days will result in having the machine re-assessed; **JEB** reserves the right to charge for this assessment, based on the findings.

JEB and **The Customer** mutually agree as follows:

8. **SERVICE INCLUDED UNDER THE FSMA**
 - a) Immediately following Equipment Installation, at a time agreed with **The Customer**, **JEB** will train a reasonable number of Key Operator(s) at one time, to operate the Equipment. Subsequent training may be provided at the current time & materials rate. **The Customer** shall ensure that the Key Operator(s) properly carry out their duties and operate the equipment in accordance with the Key Operator's manual. **JEB** reserves the right to charge for any service calls required by reason of **The Customer's** failure to comply with the obligations under this paragraph.
 - b) Two (2) scheduled visits per year for the cleaning and servicing of listed equipment (such visits may be combined with an emergency visit depending on the proximity of the emergency visit) and repair or replacement of any or all parts deemed by **JEB** to require replacement to facilitate the proper operation of the equipment together with the labour necessary for same.
 - c) Emergency visits due to malfunction of the equipment.
 - d) Mandatory software upgrades to operating systems and adjustments/repair to existing versions, if applicable.
 - e) A response within the specified response time as detailed in Schedule 4.
 - f) Consumable items, specifically, the following items: Xerographic Module, Fuser Module and Waste Toner Bottle.
 - g) The provision of such services as needed during **JEB's** normal working hours. See Schedule 2.
 - h) **JEB** agrees to stock parts, which **JEB** has deemed (with the advice of the manufacturer) to have the highest incidence of replacement. Parts, which are not stocked, will be ordered from the manufacturer on an emergency basis via the fastest or best available method when and if needed. **JEB** will endeavor at all time to minimize any inconvenience to **The Customer**.
 - i) Monitoring software which enables **JEB** to receive fault reports, meter readings and supplies levels shall be enabled on the device. **The Customer** specifically agrees to allow and facilitate this monitoring software to communicate with **JEB** via the internet.
9. **SERVICE EXCLUDED UNDER THE FSMA**
 - a) Service outside of **JEB's** normal working hours. Such service is available at **JEB's** then current labour rates for such time. See Schedule 2.

- b) Manpower to replace any supply item, specifically, but not limited to, the following; Toner (dry ink), Xerographic Module, Fuser Module and paper.
 - c) Repair or replacement of parts or the use of labour due to contamination/damage caused by the use of supplies not recommended by JEB.
 - d) Supply items, specifically, but not limited to, the following items: Toner/Ink, Staples and Paper.
 - e) Repair or replacement of parts on equipment, which, has been altered/tampered/interfered with or modified by any person other than an authorized representative of JEB.
 - f) Repair or replacement of parts which have been damaged by fire, water, accident or abuse or where the damage is obviously caused by improper electrical supply such as surges and brownouts.
 - g) Refurbishment of the equipment.
 - h) Equipment Relocation. Should **The Customer** wish to relocate the Equipment, JEB requires a minimum of 48 hours' notice to enable JEB to provide technical assistance to the relocation, if needed, as well as to update JEB's records to maintain continuity of service. Any cost associated with this relocation will be the responsibility of the customer.
10. Either party may cancel this Agreement. Such cancellation, which must be in writing, may be made either thirty days before the expiration of the initial 12-month term, or at any time subsequent giving ninety days' notice.
 11. If this Agreement is cancelled before the anniversary date of any subsequent term JEB will refund the maintenance premium for any unused whole quarters.
 12. JEB's liability to **The Customer** resulting from the performance of maintenance service shall be limited to restoring the equipment covered by this Agreement to good operating condition.
 13. JEB shall not in any way be liable for damages, consequential losses or otherwise, if, due to riots, civil commotion, strikes, earthquakes, lightning, flood or other acts of God, or any other cause beyond its reasonable control, JEB is unable to carry out its obligations under this FSMA.
 14. The annual FSMA charge shall be **EC \$XXX** plus 12.5% Value Added Tax (VAT) which is equivalent to **EC \$XXX** payable at the time of signing the FSMA. In addition to the annual charge, a usage charge per print/impression will be billed monthly in arrears. This charge will be based on the use of the equipment above the specified monthly volume at the rate per print/impression as detailed in **Schedule 1**.

<i>Make & Model</i>	<i>Serial Number</i>	<i>Location</i>	<i>Monthly Volume</i>	<i>FSMA / ANNUM VAT INC</i>	<i>Rate/Impression in excess of Monthly Volume (Colour)</i>	<i>Rate/Impression in excess of Monthly Volume (Black & White)</i>

SCHEDULE 2 SERVICE AVAILABILITY LEVEL								
Time/Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Public Holiday*
8:30am-5:00pm	Included	Included	Included	Included	Included	\$337.50/hr.	\$450/hr.	\$450/hr.
5:00pm-8:00pm	\$450/hr.	\$450/hr.	\$450/hr.	\$450/hr.	\$450/hr.	\$450/hr.	\$562.50/hr.	\$562.50/hr.

Note:

- Labour billed for hours outside normal business hours will be a one (1) hour minimum. Additional time will be billed in thirty (30) minute segments.
- Travel time and wait time are cumulative and will be measured from the time the Technician departs the previous Customer's premises.
- * The following Public Holidays are specifically excluded from Service Availability: Jan 01, Good Friday, Easter Sunday & Dec 25.

SCHEDULE 3 RENEWAL RATE SCHEDULE							
Term	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Increment on prior year	FSMA Base Rate	2%	2.5%	3%	5%	7.5%	10%

FSMA Contracts will automatically renew at the end of every year, from the Agreement Commencement date in keeping with the preceding annual percentage increments.

SCHEDULE 4 PROCESS FOR REQUESTING A SERVICE CALL
<p>Online: This is the preferred method of requesting a service call whether during or outside of business hours.</p> <p>Go to: www.jebgasse.com Click on 'Service & Support' Enter Username & Password (provided with contract) Select the particular piece of equipment service is being requested for, from the drop-down list of your equipment Provide a brief description of the problem (noting any error codes) Include Contact Information of person placing service request if different from the default name on the screen. Click 'Submit' Print screen or note call reference number.</p>
<p>Telephone: JEB Service Hotline (758) 456-6JEB (6532)</p> <p>During working hours call will be answered by a Customer Care Representative who will provide a call reference number Outside of working hours call will be forwarded to on-call Technician Information required: Machine Model Machine Serial # Specific Location on property Provide a brief description of the problem (noting any error codes)</p>
<p>JEB will provide a four (4) hour response time to any call for service being received by the JEB dispatcher or online. If the issue has not or cannot be resolved by telephone support a Technician will attend onsite. Response to a request for service may be achieved via telephone, email, fax, or, on-site visit. (A notice of call number is available if the call is properly registered and will be the only accepted proof that a call was placed). If a call comes in after 1:00pm, it will be attended to on the next business day unless a request is made for on-call service. Best attempt will be made to accommodate these requests.</p>
<p><i>Should a machine be down for a period of more than five (5) working days, a replacement, unit with similar functions and capabilities will be provided. The customer will be invoiced for the ink/toner consumed while the machine is in use.</i></p>

IN WITNESS WHEREOF the parties hereto have thereunto set their hands the day and year first herein about written.

Company:	J. E. Bergasse & Company Limited
Represented	
By:	Charles Lee
Title:	Manager, Technical services & Customer support
Signature:	_____ Date: _____ mm/dd/yyyy
Customer:	
Represented	
By:	
Title:	
Signature:	_____ Date: _____ mm/dd/yyyy