

## AUTHORIZED STANDARD SERVICE DEALER AGREEMENT

Oki Data Americas, Inc., a Delaware corporation, agrees to appoint E-Logic, Inc. a Corporation Partnership/Proprietorship organized under the laws of the State of District of Columbia and having a place of business located at 840 First Street NE, Third Floor, Washington DC 20002 as an Oki Data authorized Standard Service Dealer (SSD) and SSD hereby accepts such appointment based on the following terms and conditions:

### I. TERM

This Agreement will become effective on the date of signature by Oki Data (Effective Date) and remain in effect until December 31 of the same year. Thereafter, it will automatically renew from year to year unless terminated by the parties as provided in Section X, below.

### II. STANDARD SERVICE DEALER QUALIFICATIONS AND REQUIREMENTS

SSD will be required to:

- Provide SSD's sales tax number to Oki Data.
- Maintain a dedicated area within SSD's facility to provide service on Oki Data products.
- Successfully complete Oki Data's training courses offered through "Oki University" which is available on the Oki Data Business Partner Exchange System (BPX®), prior to servicing any Oki Data products, or employ at least one full-time A+ certified service technician and submit proof of such certification to Oki Data.
- Provide warranty service on Oki Data products as required within three (3) business days of receiving a request for such service.
- Purchase all required new and refurbished spare parts from Oki Data.
- Use the BPX® as the primary source for obtaining service related information.
- Adhere to the policies and procedures detailed in the Oki Data Authorized Service Dealer Handbook (Handbook) which is available to SSD on the BPX® and subject to change by Oki Data from time to time.
- Submit all warranty claims electronically via the BPX®.
- Maintain a current and complete SSD profile on the BPX®.

### III. OKI DATA SUPPORT

In consideration of SSD meeting the requirements outlined in Section II above, Oki Data will provide the following:

- Reimbursement to SSD for performing warranty service. Such reimbursement will be based on (i) Oki Data payment for labor at the flat rates per incident as set forth in Exhibit A and the Handbook which are subject to change by Oki Data

from time to time, and (ii) Oki Data providing SSD with replacement parts.

- Spare parts discounts as set forth in Section V.
- Maintenance training materials via the BPX®.
- Technical support via telephone and/or the BPX®.

#### IV. **WARRANTY CLAIMS**

Payment for warranty claims is subject to the following limits and conditions:

- A. SSD must obtain proof of purchase information for warranty claims for which an override has been prompted within the BPX® for "No Entitlement "A". The proof of purchase must be a valid store purchase receipt which shows the place and date of purchase, model and serial number of the Oki Data product and the customer's name, address, and phone number. SSD must retain a copy of the receipt with the warranty claim information for a period of one (1) year from the date of service.

Oki Data may request proof of purchase information, in writing, at any time during such one (1) year period and SSD agrees to provide same within (1) week of Oki Data's request date. Failure of SSD to comply with such Oki Data request will be deemed as a material breach of this Agreement for which Oki Data may terminate this Agreement in accordance with Section X herein.

- B. SSD must complete the warranty claim via the BPX® and return all defective parts as indicated per the BPX® to Oki Data within 5 days of the warranty service completion date. Included with the parts returned to Oki Data must be a copy of the parts return tag specific to the warranty claim. For defective parts replaced during a warranty repair that are not required to be returned to Oki Data, SSD will comply with the following:

1. The SSD will hold all such defective parts for a period of 45 days from the warranty claim completion date.
2. The SSD shall make such defective parts available for inspection by an Oki Data representative at SSD's facility any time during the 45 day hold period or, upon Oki Data's request, ship such parts to an Oki Data designated facility within 5 days of the request.

- C. If Oki Data, in its sole discretion, determines that damage or defects to parts under a warranty claim is the result of abuse, misuse, accident, improper handling, or unauthorized repair, then such parts will be returned to the SSD freight collect, and no payment for warranty labor will be made by Oki Data.

- D. A whole printer unit returned to Oki Data that proves to have no true defect will be subject to a service charge to SSD for testing. Improper external cables, switch setting problems, software problems, etc., are not considered true defects.

- E. Oki Data will reimburse the SSD for labor at the current rates for performing any adjustment or repair necessary to make the product operable. A warranty claim, demonstrating that the work was performed in accordance with all requirements specified by Oki Data is required for such reimbursement.

- F. Product(s) or part(s) repaired or replaced under a warranty claim are warranted for the remainder of the original warranty period or ninety (90) days from the warranty claim date, whichever is longer. The ESD will not receive any additional reimbursement to remedy the same problem if it occurs during said ninety (90) day period.
- G. All warranty claims must be submitted to Oki Data within 5 days after completing the service. Within 5 days after the end of each one (1) year Agreement term, SSD must have submitted all claims for services provided during such term. Acceptance by SSD of final payment for all warranty claims submitted during such term will constitute a full release in favor of Oki Data and waiver of any and all claims against Oki Data for any event, occurrence, claim, or cause of action of any sort whatsoever arising during such term.

## V. SPARE PARTS

Oki Data agrees to sell to the SSD assembly level spare parts to replenish inventory levels and/or to accomplish immediate repair(s). Spare parts and their current list prices will be listed in the Recommended End User Spare Parts List (RSPL) available via BPX®. Discounts for spare parts from the current list prices shall be adjusted either up or down depending on the past annual volume of spare parts purchased, as measured every six (6) month period from the Effective Date of this Agreement. Each six (6) month measurement of the past twelve month purchases will be used to establish the following discount for the ensuing six (6) month period and until the next measurement:

1. If the amount previously purchased is less than two hundred and fifty thousand dollars (\$250,000.00) the discount will be thirty-five percent (35%) on purchases made during the ensuing six (6) month period;
2. If the amount previously purchased exceeds two hundred and fifty thousand dollars (\$250,000.00) but is equal to or less than five hundred thousand dollars (\$500,000.00) the discount will be forty percent (40%) on purchases made during the ensuing six (6) month period;
3. If the amount previously purchased exceeds five hundred thousand dollars (\$500,000.00) the discount shall be forty-six percent (46%) on purchases made during the ensuing six (6) month period.

All spare parts purchased by SSD will be shipped by Oki Data on a C.O.D. Freight Collect basis .

A Printer Circuit Board (PCB) and Print Head repair/exchange program is available from Oki Data. A list of the current PCB s and Print Heads parts prices and ordering information is available on the BPX®. The discount as described above also applies to such prices.

## VI. TECHNICAL SUPPORT

Oki Data shall provide, at no cost to the SSD, backup technical support for the resolution of technical problems. Such support shall be provided by phone or the BPX®.

Oki Data shall furnish to the SSD technical updates via the BPX® to allow SSD's trained personnel to better service the equipment.

**VII. BUSINESS HOURS**

The SSD facility must be open to the public during regular business hours (approximately 9:00 AM - 5 PM local time) in order to fulfill its obligation under this Agreement.

**VIII. CHANGE OF BUSINESS CONDITIONS**

If SSD relocates its facility, SSD will give Oki Data written notice at least 15 workdays in advance of such relocation.

**IX. NEW PRODUCTS**

SSD will be notified of the release of any new Oki Data products and/or service reference material through the BPX<sup>®</sup>.

**X. TERMINATION**

Except as otherwise expressly set forth herein, either party may terminate this Agreement without cause and without liability to the other party upon thirty days (30) written notice. All work begun by the SSD before the end of the thirty (30) day period must be satisfactorily completed and returned to the product owner. If the SSD defaults on any of the provisions of this Agreement, Oki Data may terminate this Agreement with ten (10) days written notice. Upon expiration or termination of this Agreement, the SSD will, at Oki Data's option, either destroy or return to Oki Data any display materials, decals, plaques, certificates, etc., which imply that SSD is an authorized Oki Data service dealer.

In the event that either party becomes the subject of voluntary or involuntary proceedings under federal or state law for the protection of creditors, then the other party may immediately terminate this Agreement.

**XI. BUSINESS PRACTICES**

- A. The SSD agrees to follow fair and just business practices when providing services under this Agreement, and all services provided hereunder will be performed in a professional manner so as not to reflect negatively on Oki Data or on Oki Data products.
- B. The SSD shall make reasonable efforts to promptly repair all defective products. Oki Data shall not be liable for any damages caused by delay in implementing the warranty.

**XII. MISCELLANEOUS**

- A. In no event shall Oki Data be liable for any claims for loss of or damage to property, or personal injury arising out of or in connection with this Agreement or the products serviced hereunder. In addition, Oki Data shall in no case be liable for special, incidental or consequential damages arising under contract, negligence, strict liability, or other legal theory.
- B. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter contained herein. It supersedes all prior or contemporaneous oral or written agreements. Any amendment hereto must be in writing and signed by an authorized representative of Oki Data and the SSD.

- C. This Agreement does not establish any agency, partnership, or joint venture, and neither Oki Data or SSD has any power to bind the other contractually.
- D. Notices required under this Agreement will be addressed to the respective parties at the addresses below, and shall be deemed effective when deposited in the U.S. mail, first class or certified or delivered via an express mail service.
- E. This Agreement is exclusively governed by and will be construed according to the laws of the State of New Jersey, excluding its conflicts of law rules. Any and all disputes arising out of or under this Agreement or in any way related to its performance will be settled by arbitration to be conducted in accordance with the alternate dispute resolution firm JAMS/Endispute or its successor, or if no successor exists, the Commercial Arbitration Rules of the American Arbitration Association. Venue for arbitration or litigation will be exclusively in Philadelphia, PA, and any resulting award will be binding on the parties and fully enforceable by the appropriate Federal and State Courts having jurisdiction over the party against whom enforcement is sought.
- F. SSD and Oki Data each warrant that they are entering this Agreement voluntarily and for their mutual benefit, and SD further warrants and represents that it has had the opportunity to consult with its legal counsel regarding the content and effects of this Agreement, prior to signing.
- G. This Agreement may not be assigned by either party without the express written consent of the other. Any attempted assignment in violation of this provision will be null and void.
- H. The failure of either party to enforce at any time the terms, conditions, requirements, or any other provisions of this Agreement shall not be construed as a waiver by such party of any succeeding non-performance of the same term, condition, requirement or any other provision of this Agreement.
- I. The headings of paragraphs contained herein are for convenience and reference only and are not a part of this Agreement, nor shall they in any way affect the interpretation thereof.
- J. The parties agree that if any portion of this Agreement shall be held illegal and/or unenforceable, the remaining portions of this Agreement shall continue to be binding and enforceable.
- K. Neither party shall be responsible for any failure to perform due to any cause beyond its reasonable control. These causes shall include, but not be limited to, labor disputes, governmental requirements and Acts of God. Performance hereunder shall be excused only so long as the conditions excusing performance continue.

**Exhibit A**  
**Warranty Reimbursement Rates for**  
**Oki Data Service Centers**

By signing below, both SSD and Oki Data agree to all terms of this Agreement.

**For Standard Service Dealer:**

DEALER #: 64-286969 (To be assigned by Oki Data)

Dealer Name: E-Logic, Inc.

Dealer Address: 840 First Street NE, Third Floor  
Washington DC 20002

  
Authorized Signature

Luis F. Pedilla  
Name (Printed or Typed)

President / CEO  
Title

Feb-18-2015  
Date

**For Oki Data**

Oki Data Americas, Inc.  
2000 Bishops Gate Boulevard  
Mt. Laurel, NJ 08054

  
Authorized Signature

Michael Ulrich  
Name (Printed or Typed)

Manager, Service Programs  
Title

\_\_\_\_\_  
Date

HR



**Warranty Reimbursement Rates for  
Standard Oki Data Service Dealers**

Product	1ST 90 Days	1 Year Depot Carry In	2 Year Depot Carry In	3 Year Depot Carry In	1 Year On Site	2 Year On Site	3 Year On Site
<b>MONO LED</b>							
B400 Series		\$65					
B4000 Series		\$65					
B700 Series		\$65			\$100		
B930					\$135		
<b>SIDM</b>							
ML 186 Turbo				\$40			
ML 320/1/390/1/T		\$40					
ML 395/C		\$40					
ML 420/1/490/1T				\$40			
ML 600 Series				\$40			
ML 1120			\$40				
ML 8810		\$40					
PM 3410		\$40			\$100		
PM 4410			\$40			\$100	
<b>COLOR LED</b>							
C330/331 Series				\$75			\$100
C530/531Series				\$75			\$100
C610 Series		\$75			\$110		
C711 Series		\$85			\$135		
C711w Series					\$135		
C830/831 Series		\$85			\$135		
C9650 Series		\$85			\$135		
C911/931 Series		\$85			\$135		
C941 Series	\$200	\$125					
<b>MONO MFP</b>							
MB400MFP Series		\$65			\$100		
MB4x1MFP Series		\$65			\$100		
MB760/770MFP Series		\$75			\$120		
MB780/790MFP Series		\$75			\$120		
<b>COLOR MFP</b>							
MC361/362MFP				\$75			\$110
MC561/562MFP				\$75			\$110
MC770/780 Series		\$75			\$120		
MC860MFP		\$85			\$135		

18

Warranty Reimbursement Rates for Standard Oki Data Service Dealers – MPS Products							
Product	1ST 90 Days	1 Year Depot Carry In	2 Year Depot Carry In	3 Year Depot Carry In	1 Year On Site	2 Year On Site	3 Year On Site
<b>MONO LED</b>							
MPS420b		\$65			\$100		
MPS730b		\$65			\$100		
MPS5501b		\$65			\$100		
MPS930b					\$135		
<b>COLOR LED</b>							
MPS610c		\$75			\$110		
MPS711c		\$85			\$135		
MPS9650c		\$85			\$135		
<b>MONO MFP</b>							
MPS480mb		\$65			\$100		
MPS4200mb		\$65			\$100		
MPS4700mb		\$65			\$100		
MPS5502mb		\$75			\$120		
MPS5500 Series		\$85			\$135		
<b>COLOR MFP</b>							
MPS2731mc		\$75			\$120		
MPS3537 Series		\$75			\$120		
MPS4242 Series		\$75			\$120		
CX2633		\$85			\$135		
CX3535/4545	\$150	\$85					

**Note: Rates in RED are for product with entitlement upgrades during original or extended warranty period.**