

Requisition

Req # 00124588

PO #

Date: 01/09/08

Bill To: x
x

Account # 7403 1/22/08

Vendor: 290327
TELEMATE.NET SOFTWARE
A VERSO TECHNOLOGIES CO.
400 GALLERIA PARKWAY, STE 200
ATLANTA GA 30339
FAX (678)589-3750

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: RUBEN
956-292-7010

Contract No:

Special Instructions:
090108-03

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	RENEWAL: NWH1A250 FOR NETSPECTIVE WEB FILTER FOR 250 USERS (PD: 01JAN-31DEC08)	1,700.00	1,700.00
1	EACH	RENEWAL: NWSP250 WEBFILTER P2P/IM FEATURE FOR 250 USERS (PD: 01JAN-31DEC08)	600.00	600.00
1	EACH	RENEWAL: NWSN250U NETSPECTIVE REPORTER WF UPGRADE 250 (PD: 01JAN-31DEC08)	309.60	309.60
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-336	2,609.60	
			Freight	.00
			Total	2,609.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
<p>2006 PO 562104 CC 1/31/06</p> <p>2005 PO 546156 CC 2/1/05</p>		<p>2007 Pres. PO # 583305 Approved then CC Consent 4/10/07 7B Term of Agreement is from Apr. 02-07 through 12/31/07 This is for existing web content server that is on the County's network. This service can only be purchased through this vendor. Therefore it is not possible to obtain 3 quotes. This service is imperative to that this service be purchased as it protects users from inappropriate internet content. Memo submitted by Kevin King, Chief Information Officer</p>		

Authorized By: _____



400 GALLERIA PARKWAY
 SUITE 200
 ATLANTA, GEORGIA 30339
 Phone (678) 589-3500
 Fax (770) 936-3710

MAINTENANCE CONTRACT

Renewal Invoice

REQ: 124589

	Order No.	Date	Page
100	20641	01/Nov/2007	1 of 2

Attn: Renan Ramirez
 To: Hidalgo County Computer Department
 PO Box 1358
 Edinburg TX 78540
 United States

PO# 583305

Attn: Renan Ramirez
 Ship To: Hidalgo County Computer Department
 PO Box 1356
 Edinburg TX 78540
 United States

Customer No	Currency Code	Salesperson
1 1609529	USD	

No	Item/Description/Comments	Quantity	U/M	Unit Price	Total Cost
1	Renewal: NWH1A250 NetSpective WebFilter 1yr 250 Users Hidalgo County Computer Department Edinburg Maintenance: Start: 01/Jan/2008, End: 31/Dec/2008; Term: 12 months If payment is not received by 01/Jan/2008 technical support service will be suspended and a restart fee may apply to reinstate this service.	1.0000	EA	1,700.00	1,700.00
2	Renewal: NWSP250 WebFilter P2P/IM Feature 250 Users Hidalgo County Computer Department Edinburg Maintenance: Start: 01/Jan/2008, End: 31/Dec/2008; Term: 12 months If payment is not received by 01/Jan/2008 technical support service will be suspended and a restart fee may apply to reinstate this service.	1.0000	EA	600.00	600.00
3	Renewal: NWSN250U NetSpective Reporter WF Upgrade 250 Hidalgo County Computer Department Edinburg Maintenance: Start: 01/Jan/2008, End: 31/Dec/2008; Term: 12 months If payment is not received by 01/Jan/2008 technical support service will be suspended and a restart fee may apply to reinstate this service.	1.0000	EA	309.60	309.60



400 GALLERIA PARKWAY
SUITE 200
ATLANTA, GEORGIA 30339
Phone (678) 589-3500
Fax (770) 936-3710

MAINTENANCE CONTRACT

Renewal Invoice

	Order No.	Date	Page
100	20641	01/Nov/2007	2 of 2

Attn: Renan Ramirez
To: Hidalgo County Computer Department
PO Box 1356
Edinburg TX 78540
United States

Attn: Renan Ramirez
Ship To: Hidalgo County Computer Department
PO Box 1356
Edinburg TX 78540
United States

Customer No	Currency Code	Salesperson
1 1609529	USD	

No	Item/Description/Comments	Quantity	U/M	Unit Price	Total Cost
4	Renewal: NASNA Verso NetAuditor Hidalgo County Computer Department Edinburg Maintenance: Start: 01/Jan/2008, End: 31/Dec/2008; Term: 12 months If payment is not received by 01/Jan/2008 technical support service will be suspended and a restart fee may apply to reinstate this service.	1.0000		.00	.00

Order Total: 2,609.60

CHOOSE YOUR METHOD OF PAYMENT TO RENEW SUPPORT

Make Check Payable and mail to:

Verso Technologies, Inc., P.O. Box 890994, Charlotte, NC 28289-0994

Please Charge to my Credit Card - American Express Master Card Visa

Credit Card # _____ Expiration Date _____

Cardholder's Name _____

Signature: _____

Information may be faxed to : 770-936-3710

Our records show Renan Ramirez as the contact person from the telecommunications department. Please let us know the following information: Telecommunications email address: _____ . Your IT (Information Technology) contact: _____ and their email address: _____

Please let us know if any other address information has changed.

Any changes or updates can be mailed or faxed to the address shown at the top of this invoice.

For questions regarding this invoice call 770-936-3700.

**Requisition
BUDGET OFFICER**

Req # 00124339

PO #

Date: 01/07/08

*Account
7403
1/22/08*

Bill To: x
x

Vendor : 27057
TOSHIBA BUSINESS SOLUTIONS
10231 KOTZEBUE
SAN ANTONIO TX 78217

Ship To: BUDGET OFFICER
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact: Angela Garcia
956-292-7025

*New!
Rental*

Contract No:
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		STATE OF TEXAS RENTAL CONTRACT 985-A6		
1		TOSHIBA MODEL: E-STUDIO 4511 45 COPY PER MINUTE BLACK & WHITE, 11 COPY PER MINUTE FULL COLOR DIGITAL COPIER (COMMODITY CODE 985-01-61200-0)		.00
1		INCLUDES RADF: MULTI POSITION FINISHER, LARGE CAPACITY PAPER FEEDER		.00
1		MONTHLY RENTAL RATE (INCLUDES INSTALLATION, REMOVAL AND SUPPLIES) INCLUDES 15,000 B/W COPIES PER MONTH, AND 0 COLOR COPIES (COMMODITY CODE 985-01-61210-9)		.00
11	MONTH	ALL ADDITIONAL B/W COPIES AT \$.00768 AND COLOR COPIES AT \$.0602 EACH	276.84	3,045.24
1	EACH	COPY OVERAGES	100.00	100.00
1				.00
		Account No _____	Encumbrance	
		8-2202-419-50-115-065-0-442	3,145.24	
			Freight	.00
			Total	3,145.24

Authorized By: _____



A TOSHIBA COMPANY

State of Texas Rental Contract 985-A6

985-01-61 NEW DIGITAL PHOTOCOPIERS - CONFIGURATION 9 / CLASSIFICATION F

<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
-----------------------	--------------------	-------------------

985-01-61200-0

TOSHIBA MODEL: E-STUDIO4511
 45 COPY PER MINUTE BLACK/WHITE &
 11 COPY PER MINUTE FULL COLOR DIGITAL COPIER
Includes: RADF; Multi-Position Finisher(MJ1023);
 Large Capacity Paper Feeder(KD1012); **SUB: E-STUDIO451c**

.00 EA

Copier Features

ADU (Automatic Duplexing Unit)
 Copy ProcessColor Laser. Toshiba Revolver B&W/Color
 Print Resolution Up to 2400 x 600 dpi (B&W),
 1200 x 600dpi (Color)
 Scan Resolution600 x 600 dpi (B&W),
 600 x 600 dpi (Color)
 Available Original/Copy Paper SizeCassette:
 Ledger/Statement-R, Bypass: 12" x 18"/Statement-R,
 LCF: Letter
 Available Copy Paper Weight Cassette: 17-28 lbs.,
 Bypass: 17-110 lbs. Index, LCF: 17-28 lbs.
 Copy Speed11 Color / 45 B&W
 Original Scan Speed45 OPM Letter (B&W),
 22 OPM Letter (Color)
 Warm-up Time Approximately 40 Seconds
 First Copy Time6.8 Seconds (B&W), 16.2 Seconds (Color)
 Monthly Copy Volume150k
 Weight247 lbs

Vendor # 27057

W

985-01-61210-9

**MONTHLY RENTAL RATE (INCLUDES INSTALLATION,
 REMOVAL AND SUPPLIES) INCLUDES 15,000 B&W
 COPIES/MO; AND 0 COLOR COPIES/MO ALL ADDITIONAL
 BLACK & WHITE COPIES AT \$.00768 EA ALL ADDITIONAL
 COLOR COPIES AT \$.0602 EA**

276.84 MO

985 02 41080-0

Fax GD1200

21.77 mo.

8-21202-41150-115-005-0-442

Ref # 124339

Requisition

Req # 00124855

PO #

Date: 01/11/08

*Amount
7403
1/22/08*

Bill To: x
 x

Vendor: 27057
OFFICE COMMUNICATIONS SYSTEMS, INC.
10231 KOTZEBUE
SAN ANTONIO TX 78217

Ship To: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Renewal!

Contact: MUNOZ JR
956-383-3112

Contract No: 985-46

Special Instructions:
PCT. REQ. #0078

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
12	MONTH	STATE OF TEXAS RENTALCONTRACT 985-A6 DO NOT DUPLICATE ORDER ****MONTHLY RENTAL OF TOSHIBA MODEL: E-STUDIO3511 (SUB: E-STUDIO351c) STATE OF TEXAS RENTAL CONTRACT 985-A6, COMMODITY CODE 985-01-60-2001**** ****COMMODITY CODE 985-001-60-2100 ****MONTHLY RENTAL RATE (INCLUDES INSTALLATION, REMOVAL AND SUPPLIES) INCLUDES 10,000 B&W COPIES / MO; AND 0 COLOR COPIES / MO ALL ADDITIONAL BLACK AND WHITE \$.00909 EA AND ALL ADDITONAL COLOR COPIES AT \$.0602 EACH. ****MONTHLY RATE @ \$218.02 TO START JANUARY 01, 2008 TO DECEMBER 31/2008**** ****TO BE LOCATED AT 1102 N. DOOLITTLE ROAD EDINBURG TEXAS 78541**** ****NOTE****PREVIOUS P.O. #584942 AND STATE P.O. #138172****	218.02	2,616.24
1	LOT	BLANKET PURCHASE ORDER FOR OVERAGES ON BLACK AND WHITE COPIES @ \$.00909 AND COLOR COPIES @ \$.0602 EACH Account No _____ 8-1204-431-00-124-005-0-442 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	200.00 <u>Encumbrance</u> 2,816.24 Freight .00 Total	200.00 2,816.24

Authorized By: _____

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00124272

PO #

Date: 01/07/08

Bill To: x
x

Vendor : 194085
MINOLTA-DIV KMBS USA
P.O. BOX 101663
ATLANTA GA 30392
FAX (888)510-0014

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: G. TIJERINA
956-393-6013

Contract No: 985-A5

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	MONTH	DO NOT DUPLICATE ORDER COPY MACHINE RENTAL: C.S.S. LAB STATE P.O. # 301962 EQ # : C1080-3-669 MODEL # : DI200 SERIAL # : 31720656 STATE CONTRACT # : 985-A5	130.00	260.00
1	LOT	METER CLICK COVERAGE METER CLICKS ALLOWED: 5,001 5,002 TO 15,000 : 0.0039 15,001 AND OVER : 0.015 Account No _____ 8-1100-421-00-280-001-0-442	100.00	100.00
			Encumbrance	
			360.00	
			Freight	.00
			Total	360.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Months Rental

Authorized By: _____

Requisition

Req # 00124514

PO #

Date: 01/08/08

*Consent
7403
1/22/08*

Vendor : 243353

IKON OFFICE SOLUTIONS
809A SAVANNAH AVE #311
MCALLEN TX 78503-3003

Bill To: x
x

Ship To: CONSTABLE PCT 5
PO BOX 324
ELSA TX 78543

Contact: ROXANNE
956-262-4200

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		DO NOT DUPLICATE ORDER		
1		CANON IMAGE RUNNER IR2020i DIGITAL COPIER/PRINTER/SCANNER/FAX, 12 MTHS	372.89	372.89
		Account No	160.1	.00
			Encumbrance	
			Freight	.00
			Total	372.89
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

** →*

need to connect ms. #

State Contract # 231-05

Consent TFSB

Authorized By: _____

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Hidalgo County

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AI-7372

2.0.0.

Constable Pct.5

CC CONSENT

Date: 01/15/2008

Submitted By: Roxanne Elizondo, CONSTABLE PCT. #5

Department: CONSTABLE PCT. #5

Agenda Area: Intradepartmental Transfers:

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CAPTION

Constable Pct.5

BACKGROUND

Fiscal Impact

Attachments

7372_INTRA_FORM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Roxanne Elizondo	01/08/2008 10:28 AM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Court Administrator			
Form Started By: Roxanne Elizondo		Started On: 01/08/2008 10:28 AM		

AgendaQuick by Destiny Software, Inc.

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Proposed Solution

IKON's Image Management Plus Agreement

IKON IR2020i Digital Copier/Printer/Scanner/Fax

TASB Pricing satisfies bidding requirements

	Investment
36 Month Term	\$184.00 / Month
48 Month Term	\$160.00 / Month

Includes 2,500 B/W Images Per Month

Additional B/W Impressions Billed at \$.0145 each on 36 or 48 month Term

OFFER INCLUDES:

*imageRUNNER C2020i Copier Model
Cabinet
Printer Kit
Universal Send Kit
Finisher
Super G3 Fax Board*

*Connectivity
Unlimited Toner ***
All Parts
Labor
Preventative Maintenance
Technical Updates
Performance Guarantees*

**** Cost per copy pricing is guaranteed regardless of toner coverage.*

Excludes: Paper



**Document Efficiency
At Work.SM**

Product Schedule

Image Management Plus


Document Efficiency
At Work.™

Product Schedule Number: _____

State and Local Government

Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and _____, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Customer (Bill to) <u>Hidalgo County of</u> <u>P.O. Box 324</u>				Product Location <u>Hidalgo County Constable Precinct 5</u> <u>700 E. Edinburg Ave. Ste. A</u>			
Address <u>Elsa Hidalgo Tx 78543</u>				Address <u>Elsa Hidalgo Tx. 78543</u>			
City	County	State	Zip	City	County	State	Zip
Customer Contact Name: <u>Roxanne Noyola</u>			Customer Telephone Number: <u>956-262-4200</u>			Fax Number/E-mail Address: <u>956-262-4276</u>	

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
<u>1</u>	<u>IR2020i</u>		

PAYMENT SCHEDULE

Minimum Term (mos.) <u>48</u>	Cost Per Image \$ <u>-</u>	Cost of Additional Images \$ <u>.0145</u>	Guaranteed Minimum Monthly/Quarterly/Other Images <u>2,500</u>	Meter Reading/Billing For Additional Images ____ Monthly <input checked="" type="checkbox"/> Quarterly ____ Other
Minimum Payment Without Tax \$ <u>160.00</u>	Payment Due <input checked="" type="checkbox"/> Monthly ____ Quarterly ____ Other _____		Advance Payment (with tax) \$ _____ ____ Apply to 1 st Payment ____ Other _____	

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____Addendum(s) Attached: Yes (Check if yes and indicate total number of pages: _____)**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us, to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any monthly/quarterly/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than 20% over the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
- Additional Provisions (if any) are: _____

CUSTOMER**X**

Title:

Date:

Authorized Signer

(Authorized Signer's printed name)

IKON OFFICE SOLUTIONS, INC.**X**

Title:

Date:

Authorized Signer

(Authorized Signer's printed name)



Document Efficiency
At Work.™

STATE AND LOCAL GOVERNMENT

Product Schedule

Image Management Plus

Product Schedule Number: _____

State and Local Government

Master Agreement Number: _____

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and _____, as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

Customer (Bill to) <u>Hidalgo County of</u>				Product Location <u>Hidalgo County Constable Precinct 5</u>			
Address <u>P.O. Box 324</u>				Address <u>708 E. Edinburg Ave. Ste. A</u>			
City	County	State	Zip	City	County	State	Zip
<u>Elsa</u>	<u>Hidalgo</u>	<u>Tx</u>	<u>78543</u>	<u>Elsa</u>	<u>Hidalgo</u>	<u>Tx</u>	<u>78543</u>
Customer Contact Name: <u>Roxanne Noyda</u>			Customer Telephone Number: <u>956-262-4200</u>			Fax Number/E-mail Address: <u>956-262-4276</u>	

PRODUCT DESCRIPTION ("PRODUCTS")

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
<u>1</u>	<u>IR2020i</u>		

PAYMENT SCHEDULE

Minimum Term (mos.) <u>48</u>	Cost Per Image \$ <u>-</u>	Cost of Additional Images \$ <u>.0145</u>	Guaranteed Minimum Monthly/Quarterly/Other Images <u>2,500</u>	Meter Reading/Billing For Additional Images ____ Monthly <input checked="" type="checkbox"/> Quarterly ____ Other
Minimum Payment Without Tax \$ <u>160.00</u>	Payment Due <input checked="" type="checkbox"/> Monthly ____ Quarterly ____ Other		Advance Payment (with tax) \$ _____ ____ Apply to 1 st Payment ____ Other	____ Other

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____

Addendum(s) Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
- You, the undersigned Customer, have applied to us, to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any monthly/quarterly/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than 20% over the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
- Additional Provisions (if any) are: _____

CUSTOMER

Title: _____ Date: _____

Authorized Signer

(Authorized Signer's printed name)

IKON OFFICE SOLUTIONS, INC.

Title: _____ Date: _____

Authorized Signer

(Authorized Signer's printed name)

December 12, 2007

Hidalgo County Constable Precinct 5
Attn: Roxanne Loyola
P.O. Box 324
Elsa, Texas 78543

Dear Mrs. Loyola,

Thank you for considering IKON to help with satisfying your company's imaging requirements. IKON can make a significant contribution, giving you a wide range of options and solutions in helping you achieve your growth goals.

The specific benefits associated with this solution are well matched to your organizations stated objectives. Enclosed is our proposal, which includes:

- Who is IKON?
- Services
- Guarantees
- Proposed Solution
- Your IKON Team

Please review the proposal and call me at (956) 687-9156 with any questions or concerns. I look forward to continuing a successful relationship between IKON and Office of the Hidalgo County Constable Precinct 5. Once again, thank you for this opportunity to submit our proposal.

Sincerely,

Mario Garza
Account Executive
IKON Office Solutions

****This proposal uses TASB Buyboard pricing****



**Document Efficiency
At Work.SM**

Who is IKON?

IKON Office Solutions Inc. (<http://www.ikon.com/>), the world's largest independent channel for copier, printer and MFP technologies, delivers integrated document management solutions and systems, enabling customers worldwide to improve document workflow and increase efficiency. IKON integrates best-in-class systems from leading manufacturers, such as Canon, Ricoh, Konica Minolta, EFI and HP, and document management software from companies like Captaris, EMC (Documentum), Kofax and others, to deliver tailored, high-value solutions implemented and supported by its global services organization - IKON Enterprise Services. IKON represents one of the industry's broadest portfolios of document management services, including professional services, a unique blend of on-site and off-site managed services, customized workflow solutions, and comprehensive support through its service force of 16,600 employees, including its team of 7,000 customer service technicians and support resources worldwide. With Fiscal 2004 revenues of \$4.65 billion, IKON has approximately 500 locations throughout North America and Western Europe.

RICOH®

Canon

EDOX

 **eCopy**



i n v e n t

efi
essential to print

 **Captaris**

 **documentum**
a division of EMC


SCHOLAR


KOFAX


OBJECTIF LUNE

 **equitrac**

RSA


Westbrook
 

PLANETPRESS.
SUITE 4

NSI
Notable Solutions, Inc.

IKON

**Document Efficiency
At Work.™**

Services

Technology can help change the way businesses communicate — but not on its own. As digital office technology becomes increasingly complex, companies require complete support to fully enable their networked business communications solutions. That's why IKON provides the highest levels of service and support with every solution we deliver. IKON also employs over 7,000 service technicians.

Professional Support

IKON's highly trained Systems Analysts ensure that IKON's solutions are fully functional from the moment of installation. As part of our total solutions approach, your technology purchase, can be accompanied by one or all of the following services:

- Connectivity support
- Installation and configuration
- Print driver setup
- Application customization
- Key operator training
- End-user training
- Advanced user training
- System administrator training

Value for Our Customers

- **Seamless implementation of new technology** — The installation of digital, networked devices is more complex than traditional analog products, requiring the additional expertise IKON's Systems Analysts can deliver.
- **Enhanced productivity** — Newly installed digital devices are fully operational right away, maximizing office productivity.
- **Focus on core business** — Customers can maintain their business focus, while IKON's professionals ensure a faultless installation.



**Document Efficiency
At Work.SM**

Guarantees

Guaranteed Response Time

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule (In the case of Canon iR110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all machines covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request.

Uptime Performance Guarantee

The Equipment provided under the Schedule will be operational with a quarterly uptime average of 95% (based on an 8-hour day, during normal business hours, excluding weekends and IKON recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Equipment available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs.

TERM PRICE PROTECTION

The Cost Per Copy and the Cost of Additional Copies are guaranteed against any price increase for the term of this agreement.

100% SERVICE AND SUPPLIES

The program provides full coverage maintenance including replacement parts, drums, labor and all service calls during normal business hours. The program provides all supplies required for black and white copying. The only exclusions are optional supply items such as paper and staples.

COPY VOLUME FLEXIBILITY

At any time after three months of system installation, if the actual monthly copy volume varies from the Guaranteed Minimum Monthly Copies, either upward or downward, but remains within the manufacturer's monthly volume specifications for the installed systems, IKON Office Solutions agrees to propose a new Guaranteed Minimum Monthly Copy volume. Downward adjustments are limited to 25% of the original guaranteed minimum monthly copies.

UPGRADE GUARANTEE

At any time, after six months of agreement inception, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. You must sign a new Schedule of like original term. The Image Management Plus Cost Per Copy, the Cost of Additional Copies and the Minimum Monthly Payment of the new Schedule will be based on the Equipment and the new copy volume commitment.



Document Efficiency
At Work.SM

Your IKON Team

IKON views the establishment of strong partnering relationships with our clients as a core element of our overall business strategy as well as one of our key strengths. IKON possesses a reputation for first-rate customer service and strong, personalized relationships with customers—traits that clearly distinguish IKON from the rest of the industry and that are considered IKON's greatest competitive advantage. Additionally, IKON realizes that our clients are why we are here and that we earn profits through understanding and fulfilling customer needs.

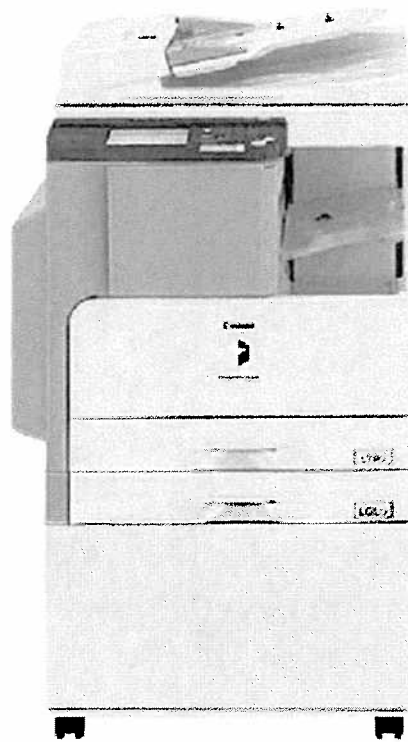
IKON is dedicated to building long-term, mutually beneficial alliances with our customers, and we adhere to 100% customer satisfaction goals and the highest level of quality standards. Our objective is to help each client to achieve its own business goals and to enhance its bottom line. In order to do this, IKON must look beyond products, services, and individual solutions. IKON provides document and information consulting services that allow us to look at entire document systems from the customer's point of view. From this vantage point, IKON can bring true value and savings. We assist our clients through an advisory process, which allows for the implementation of efficient technologies and innovative systems that meet specific needs today and lay a solid foundation for the future.

We firmly believe that if we serve our clients well, our own success will follow. Consequently, we view the commitment of partnering with our clients to develop improved processes and to reduce costs less as contract requirements than as our standard approach to providing project services.

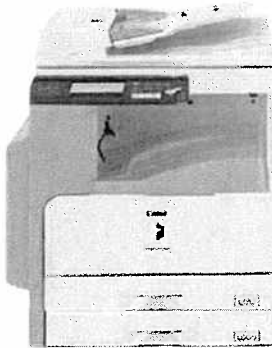
Mario Garza
Account Executive
(956) 687-9156



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Accessory List:



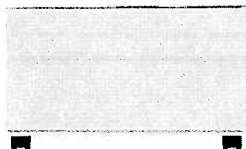
imageRUNNER 2020i Main Unit

Digital copier/printer/document distribution device operating at 20 pages-per-minute. Includes a duplexing automatic document feeder, dual 250 - sheet paper cassettes, an 80 -sheet stack bypass, 256MB RAM, automatic duplexing, Canon UFR II LT and PCL 5e/6 network printing capabilities. 10/100 BaseTX Ethernet interface, USB 2.0 high-speed connectivity, and Color Send capabilities as standard equipment. (1st Quarter 2006. Check for availability)



Finisher-U1

Internal finishing option that supports 50-sheet top corner stapling capabilities within the original footprint of the machine.



Cabinet-R1 (Large)

Raises system height for easy user access. The large Cabinet-R1 should be used when the device is configured with either one or two paper cassettes.

Canon

imageRUNNER[®]
2016 / 2020 SERIES



Super G3 Fax Board-T1

Provides a connection for a telephone line to enable traditional faxing capabilities.

Requisition

Req # 00124699

PO #

Date: 01/10/08

*Comment

1/22/08*

Bill To: x
x

Vendor: 223751
IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
FAX (478)471-2311

Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
EDINBURG TX 78539

Contact: D.SOLIS 4413

Contract No:

Special Instructions:
REQ.#320 CTL#990822

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER MAINTENANCE AGREEMENT RENEWAL FOR FAX MACHINE (CANON 9000L, SERIAL #UYS37996 PERDIO COVERED 9/28/07 - 9/27/08 Account No 8-1297-423-00-320-002-8-432 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	314.48 <u>Encumbrance</u> 314.48 Freight .00 Total 314.48	314.48

*Per
Mirella
Req will be
renewed on 1-10-08
Req# 124699*

Comment

Authorized By: _____



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Master Maintenance & Sale Agreement

Customer Information:

STX Hidalgo County
 Full Legal Name
 100 E Cano
 Customer Location Address
 Edinburg TX 78539
 City County State Zip

Customer Billing Contact:

Phone Extn. Fax/Email
 PO BOX 970
 Customer Billing Address (if different)
 Edinburg TX 78540
 City County State Zip

Customer acknowledges that the undersigned is duly authorized to sign this Master Maintenance & Sale Agreement ("Agreement") and acknowledges receipt and acceptance of the terms and conditions of this Agreement, which consists of 3 pages and includes this cover page and Exhibit A.

CUSTOMER

IKON OFFICE SOLUTIONS, INC.

Authorized Signature: _____ Authorized Signature: _____
 Signer's Printed Name: _____ Signer's Printed Name: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

Check if Sales Tax Exempt (*Must attach valid Exemption Certificate)

Initial Order

(Use the spaces provided below to identify the initial order of Products and/or Services to be purchased under this Agreement.)

Product Description:

Quantity	Make, Model, Serial Number	Purchase	Service	Quantity	Make, Model, Serial Number	Purchase	Service
1	Canon 9000L, UYS37996	<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

Check if additional Product Description page(s) attached

Product Charges:

Total Product Charges:
 Check if Professional Service fees included
 Excludes Taxes

Services & Service Charges:

Minimum Term (mos)	Cost Per Image	Service Charges Total Amount	Meter Read/Billing For Additional Images
<input type="checkbox"/> 36 Months		<input type="checkbox"/> Monthly _____	<input type="checkbox"/> Monthly
<input type="checkbox"/> 48 Months		<input type="checkbox"/> Quarterly _____	<input type="checkbox"/> Quarterly
<input checked="" type="checkbox"/> Other		<input checked="" type="checkbox"/> Other \$314.48	<input type="checkbox"/> Other
Cost of Additional Images	Guaranteed Minimum Monthly/Quarterly/Other Images	Service Level	
	<input type="checkbox"/> Monthly _____	<input type="checkbox"/> Gold : Includes all supplies and staples. Excludes paper.	
	<input type="checkbox"/> Quarterly _____	<input type="checkbox"/> Silver : Includes all supplies. Excludes paper and staples.	
	<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Bronze: Parts & Labor only. Excludes paper, staples and supplies.	

Additional Provisions: term 9/28/07 - 9/27/08



EXHIBIT A TO MASTER MAINTENANCE & SALE AGREEMENT

This Agreement sets forth the specific terms and conditions under which IKON agrees to sell the specific products identified on a Sales Order (defined below) entered into hereunder ("Products") and/or provide maintenance services for the specific items of equipment identified on a Service Order (defined below) entered into hereunder ("Services") to Customer from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Sales Order or Service Order placed and accepted prior to such termination.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from IKON hereunder, Customer will either (i) execute a Service Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "Service Order"). Each Service Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such order. The cover page to this Agreement may serve as an initial Service Order.
(b) As part of its Services, IKON will repair or replace in accordance with the terms and conditions of this Agreement any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of IKON.
(c) The Services provided by IKON under this Agreement and each Service Order will not include the following: (i) Repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) Repairs made necessary by service performed by persons other than IKON representatives; (iii) Service calls or work which the Customer requests to be performed outside of regular IKON business hours (unless covered under an extended hour service contract) and Service calls or work which the Customer requests to be performed on IKON holidays; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (v) Consumable supplies such as paper or staples, unless expressly provided for in the Service Order; (vi) Repairs and/or service calls resulting from attachments not purchased from IKON; (vii) Any software, system support or related connectivity unless specified in writing by IKON; (viii) Parts no longer available from the applicable manufacturer; (ix) Electrical work external to the serviced equipment, including problems resulting from overloaded or improper circuits; and (x) Charges for installation of the serviced equipment or de-installation and/or movement of the serviced equipment from one location to another. Damage to serviced equipment or parts arising from causes beyond the control of IKON are not covered by this Agreement or any Service Order. IKON may terminate its Service obligations under this Agreement or any Service Order with respect to any item of serviced equipment that has been modified, damaged, altered or serviced by personnel other than those employed by IKON. Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Charges.
2. **Service Calls.** Service calls will be made during normal business hours at the installation address shown on the applicable Service Order. Service does not include coverage on IKON holidays. Travel and labor-time for the service calls after normal hours, on weekends and on holidays, if and when available and only in the event and to the extent that IKON agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. IKON representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer shall hold IKON and its employees and representatives harmless from and against damages to any unauthorized parts, components or accessories as well as any claims arising therefrom.
3. **Reconditioning.** Reconditioning and similar major overhauls may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Service Order. If IKON determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the serviced equipment in working condition, IKON will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under the applicable Service Order). If the Customer does not authorize such reconditioning, IKON may, at its option: (i) discontinue service of such serviced equipment under the applicable Service Order and refund any unused portion of the Service Charges (as defined below) applicable to such serviced equipment, or (ii) refuse to renew such Service Order for such serviced equipment upon its expiration. After any such termination, IKON will make service available on a "Per Call" basis at IKON's then-prevailing rates at the time of service.
4. **Term.** Each Service Order shall become effective on the effective date of the Service Order and shall continue for the term identified in the Service Order. At the expiration of the initial term or any extended term of any Service Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that the Customer is not then in default and subject to applicable law. The contracted rate will be adjusted to IKON's then-prevailing rates, to be reflected in an automatic increase as of the renewal date.
5. **Service Charges.** Service charges ("Service Charges") will be set forth on the Service Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent IKON has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the serviced equipment from the location indicated on the applicable Service Order may result in an increase of Service Charges or the termination of the applicable Service Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage or applicable manufacturer supply consumption rates. IKON reserves the right to assess freight and shipping charges for all parts and supply deliveries. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to this Agreement and/or any Service Order, excluding taxes on the income of IKON. Service Charges are based on standard 8.5x11 images. IKON reserves the right to assess additional images charges for non-standard images, including 11x17 images. If the term of any Service Order exceeds 12 months, the Cost Per Image and the Cost of Additional Images may be increased by IKON up to 5% annually for each year beyond the initial 12-month period.
6. **Default.** If Customer does not pay all Service Charges or other charges owing under this Agreement or any Service Order promptly when due, IKON may (i) refuse to further service the serviced equipment until such default is fully cured, or (ii) furnish Service on a C.O.D. "Per Call" basis at IKON's then-prevailing rates, at the time of Service. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of any Service Order or any renewal thereof. If Customer defaults in its obligations hereunder, IKON may require Customer to immediately pay to IKON all past due payments under all Service Orders, and the early termination fee described in Section 9 below.
7. **Use Of Recommended Supplies; Meter Readings.** If the Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the serviced equipment or cause abnormally frequent service calls or service problems, then IKON may, at its option, assess a surcharge or terminate the applicable Service Order with respect to such items of serviced equipment. If so terminated, Customer will be offered service on a "Per Call" basis at IKON's then-prevailing rates. It is not a condition of this Agreement that the Customer use only IKON-provided supplies. If we determine that you have used more than the manufacturer's recommended specifications for supplies provided by IKON you will pay reasonable charges for those excess supplies and/or we may refuse additional supply shipments. Customer agrees to provide IKON true and accurate meter readings by submitting meter reads to IKON through the IKON automated meter read program, or in any other reasonable manner requested by IKON, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, IKON reserves the right to estimate the meter readings from previous meter readings. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that IKON may place automatic meter reading units on imaging devices at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.



8. **Customer Obligations.** Customer agrees to provide a proper place for the use of the serviced equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by IKON representatives in connection with the Service of the serviced equipment hereunder within a reasonable distance of the serviced equipment. Customer agrees to provide "360 degree" service access to the serviced equipment. Customer will provide a key operator for the serviced equipment and will make operators available for instruction in use and care of the serviced equipment. Unless otherwise agreed upon by IKON in writing or designated in the applicable Service Order, all supplies for use with the serviced equipment will be provided by the Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

9. **Early Termination.** Customer may terminate any Service Order under this Agreement prior to its maturity so long as Customer is not then in default and provide: IKON at least thirty (30) days prior written notice. In addition, for each Service Order having an initial term of at least 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, the following early termination fee: (i) if the termination occurs in months 1 through 12 of the term of such Service Order, an amount equal to 12 times the base monthly Service Charge payable under such Service Order; (ii) if the termination occurs in months 13 through 24, an amount equal to 9 times the base monthly Service Charge; and (iii) if the termination occurs anytime after the 24th month, an amount equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the then current term of such Service Order. For each Service Order having an initial term of less than 36 months, Customer shall pay to IKON, as liquidated damages and not as a penalty, an early termination fee equal to the lesser of 6 times the base monthly Service Charge or the number of months remaining under the initial term of such Service Order.

The following terms shall apply to all Product sale transactions:

10. **Order, Delivery and Acceptance.** In order to purchase Products from IKON hereunder, Customer will either (i) execute a Sales Order (in a form to be provided and executed by IKON) referencing this Agreement, or (ii) issue a valid and signed purchase order to IKON (each referred to in this Agreement as a "Sales Order"). Each Sales Order must identify the Products, the Product delivery location and the applicable Product charges for such order. The cover page to this Agreement may serve as an initial Sales Order. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by this Agreement when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Orders shall not be cancelable by the Customer following acceptance by IKON. IKON reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by IKON. IKON reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other similar credit reason.

11. **Returns; Damaged Products.** No Products may be returned without IKON's prior written consent. Only consumable goods invoiced within sixty days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to 30% of the purchase price. Merchandise returned without written authorization may not be accepted at the receiving dock and is the sole responsibility of the Customer. All non-saleable merchandise (that has been opened or partially used) will be deducted from any credit due to the Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to IKON within three days after receipt of Products.

The following terms shall apply to all transactions:

12. **Warranty.** IKON agrees to perform its Services in a professional manner, consistent with applicable industry standards. IKON is not the manufacturer of any of the Products. However, IKON shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IKON DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IKON SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. IKON'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER ANY SALES ORDER OR SERVICE ORDER, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO IKON THEREUNDER. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the supplier of the Software ("Software Supplier"). IKON has no right, title or interest in any Software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

13. **Payment; Risk of Loss; Taxes.** Payment terms are net ten days. If invoices are unpaid and overdue, Customer agrees to pay IKON a late charge of 1.5% per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay IKON all costs and expenses of collection, or in the enforcement of IKON's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by IKON to common carrier or, in the case of an arranged delivery by a local IKON installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of IKON.

14. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of IKON. Any such attempted assignment or delegation shall be void. IKON shall not be liable for failure to deliver or delays in delivery or Products or Services occasioned by causes beyond IKON's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of IKON's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations or other causes beyond IKON's control.

15. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the State of Georgia to resolve any action under this Agreement. This Agreement constitutes the entire agreement between the parties and may not be amended except in writing signed by an officer or authorized representative of IKON. All Sales Orders and Service Orders shall be governed solely by the terms and conditions of this Agreement, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. PURCHASE ORDERS ISSUED BY CUSTOMER FOR PRODUCTS AND/OR SERVICES FROM IKON, EVEN IF THEY DO NOT EXPRESSLY REFERENCE OR INCORPORATE THIS AGREEMENT, SHALL BE SUBJECT TO THIS AGREEMENT AND SERVE ONLY TO IDENTIFY THE PRODUCTS AND/OR SERVICES ORDERED AND SHALL NOT BE DEEMED TO ALTER OR OTHERWISE MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IKON may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement and any Sales Orders or Service Orders may be executed in one or more counterparts which, taken together, shall constitute one and the same original document.

