

# Requisition

Req # 00133774

PO #

Date: 06/05/08

*Consent  
7/1/08*

Bill To: x  
x

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

Ship To: HUMAN RESOURCES/CIVIL SERVICE  
100 E. CANO, 1ST FL  
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
12	MONTH	12 months maintenance service contract covering all parts, labor and toner, copies, prints for Toshiba Model: E 520, Serial #: CZL514890	71.50	858.00
		Account No _____	Encumbrance	
		8-1100-415-50-190-002-0-432	858.00	
			Freight	.00
			Total	858.00

Authorized By: \_\_\_\_\_

# PREMIUM PLUS MAINTENANCE AGREEMENT

# TOSHIBA

**BUSINESS SOLUTIONS**  
Texas

10231 Korzebue  
San Antonio, Texas 78217  
Phone: 210.357.2600  
Fax: 210.357.2630

*10/19/99*

CONTRACT NUMBER EFFECTIVE DATE

Sales Representative: Lee Alvarez

## CUSTOMER INFORMATION

Customer Name: **Hidalgo County Purchasing Dept** Bill to Number:  
Attention:  
Address: **Po Box 1356**  
Address 2:  
Phone #: **956/318-2100** Ext: City, State: **Edinburg, TX** Zip: **78540**  
Fax #: Phone #: **956 318 2660** Ext: City, State, Zip: **Edinburg, TX, 78539**  
Email: Fax #: **956 318 2669**

Customer Name: **Human Resources Department** Ship to Number: **HA3128**  
Attention: *Sylvia Rios*  
Address: **100 E. Cano**  
Address 2:  
Phone #: **956 318 2660** Ext: City, State, Zip: **Edinburg, TX, 78539**  
Fax #: **956 318 2669**

SELECT ONE:  This contract will begin on the date of Equipment installation. **Or**  This contract will begin after a \_\_\_\_\_ - day warranty period.

## EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

Main Unit ID #	Main Unit Model #	Main Unit Serial #	Meter Read (beginning)	Service Included In Lease	Term of Lease (# of Months)
1 36611	Toshiba e520	CZL514890		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY:	
2				<input type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY:	
3				<input type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY:	
4				<input type="checkbox"/> No <input type="checkbox"/> Yes - SPECIFY:	

## SUPPLY INCLUSIVE ITEMS

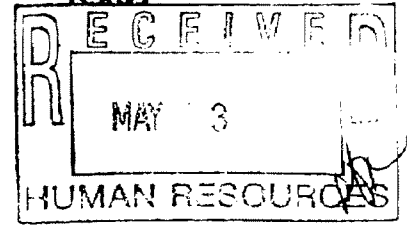
Cartridge	Drum	Staples	Toner	Other (Please Specify)
1 Cartridge	Drum		Toner	<b>PARTS AND LABOR</b>
2				
3				
4				

## TRANSACTION TERMS

This contract will bill a minimum charge of \$ **858.00** every - **SELECT ONE:**  
 Month  Quarter  Year  
 The contract includes **130,000** BLACK copies every - **SELECT ONE:**  
 Month  Quarter  Year  
 An overage charge of \$ **0.006600** will be charged for EACH excess BLACK copy.  
 The contract includes **0** COLOR copies every - **SELECT ONE:**  
 Month  Quarter  Year  
 An overage charge of \$ \_\_\_\_\_ will be charged for EACH excess COLOR copy.  
 Comments: **CONTRACT RENEWAL 5-4-08 --- 5-3-09**

# TOSHIBA BUSINESS SOLUTIONS

Texas



## Purchase Order Request

May 8, 2008

Attention: Human Resources Department

County of Hidalgo  
100 E. Cano  
Edniburg, TX 78539

Ref: Service Contract Renewal

Model: e520 Serial #: CZL514890 Equipment I.D.: 36611 Toshiba copier  
Location:

Dear Valued Customer:

Our records indicate that the maintenance contract on the above equipment expires 05/02/2008. Since our records also indicate that your company requires a Purchase Order number on the renewal invoice, we would appreciate your response to this letter indicating your preference of the choices listed below.

This equipment has a renewal price of \$858.00 per year.  
Meter charges (if applicable) will bill at \$.0066 for each copy in excess of 130,000 copies per year. This contract includes all parts, labor, drums, developer and toner.

We do appreciate your prompt attention to this matter. Please do not hesitate to call should you have any questions regarding this notice.

Sincerely,

Michael A. Sund  
Contract Billing Team Leader  
OCS / Toshiba Business Solutions  
(210) 357-2644 / (800) 292-1151, ext. 134  
Fax #: (210) 805-0867  
[michael.sund@rabs.toshiba.com](mailto:michael.sund@rabs.toshiba.com)

\_\_\_\_\_ We wish to keep our equipment covered under a service contract. Bill us using our Purchase Order #: \_\_\_\_\_  
(Please reference your equipment serial number or I.D. number on your purchase order)

\_\_\_\_\_ We wish to keep our equipment covered under a service contract. Bill us without a Purchase Order #.

\_\_\_\_\_ We wish to discontinue our service contract. (30 days advanced written notice is required)

# Requisition

Req # 00133896

PO #

Date: 06/06/08

Consent # 7/1/08

Bill To: x  
x

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

Ship To: 206TH DISTRICT COURT  
100 N CLOSNER, 2ND FL  
EDINBURG TX 78539

Contact: Delma Silva  
956-318-2265

Contract No: Equip. ID No. 10

Special Instructions:

33

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	YEAR	DO NOT DUPLICATE ORDER  Maintenance agreement for Canon, IR 210S Copier/Service Agreement Annual Maintenance Agreement Annual OOG Meter Incl.. labor, parts, BOK, supplies, toner, duration, serial number NPR01713, Equipment ID: 10366164, Contracted copies: 30,000 Overage Rate B/W .024 per copy. Judge Reyna has signed the Maintenance Agreement Quote  <u>Account No</u> 8-1100-412-00-004-001-0-432   REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	633.60          633.60  Freight .00  Total 633.60	633.60          .00  633.60

Authorized By: \_\_\_\_\_



**Document Efficiency**  
**At Work.™**

**Master Maintenance & Sale Agreement**

**Customer Information:**

HILDALGO COUNTY  
 Full Legal Name  
 100 N CLOSNER BLVD  
 Customer Location Address  
 EDINGBURG TX 78539  
 City County State Zip

**Customer Billing Contact:**

956-318-2265  
 Phone Extn. Fax/Email  
 Customer Billing Address (if different)  
 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: \_\_\_\_\_  
 Signer's Printed Name: J.D. Salinas, III.  
 Title: Hidalgo County Judge  
 Date: \_\_\_\_\_

Authorized Signature: *Sharon Lear*  
 Signer's Printed Name: SHARON LEAR  
 Title: Customer Billing Mgr  
 Date: 6-13-08

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 IR210S NPR01713	<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	\$0.0240	<input type="checkbox"/> Monthly _____	<input type="checkbox"/> Monthly
<input type="checkbox"/> 48 Months		<input type="checkbox"/> Quarterly _____	<input type="checkbox"/> Quarterly
<input type="checkbox"/> 60 Months		<input checked="" type="checkbox"/> Other \$633.60	<input checked="" type="checkbox"/> Other
<input checked="" type="checkbox"/> Other 1 YEAR			
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 checked="" type="checkbox"/> Silver : Includes all supplies. Excludes paper and staples.	
	<input checked="" type="checkbox"/> Other 30000 annual	<input type="checkbox"/> Bronze: Parts & Labor only. Excludes paper, staples and supplies.	

Additional Provisions: \_\_\_\_\_

maintenance & sale agreement from June 19, 2008 to June 19, 2009



## 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 provides 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 24<sup>th</sup> 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 cancellable 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 of 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 REFER TO 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.



# Requisition

Req # 00134473

PO #

Date: 06/17/08

Bill To: x  
x

Vendor : 78174  
COPY GRAPHICS, INC  
221 NORTH 10TH  
MCALLEN TX 78501  
FAX (956)630-2628

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

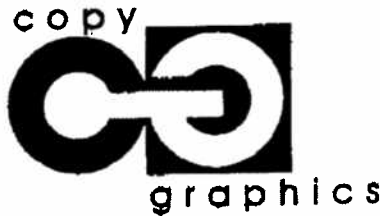
Contact: D.SOLIS 4413

Contract No:

Special Instructions:  
REQ.#568

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	YEAR	DO NOT DUPLICATE ORDER MAINTENANCE AGREEMENT RENEWAL CANON IR5000 COPIER (SERIAL#MPL79044) INCLUDES 300,000 COPIES /YR. PERIOD COVERAGE: 7/27/08-7/26/09 LOCATION:MAIN OFFICE ROOM #626 Account No _____ 8-1297-423-00-320-002-8-432	1,750.00	1,750.00
			Encumbrance	
			1,750.00	
			Freight	.00
			Total	1,750.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_



www.copyg.com

221 North Tenth St • McAllen, Texas 78501  
 Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

**COPIER SERVICE AGREEMENT**

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Adult Probation  
 Room # 626  
 Physical Address 3100 S Business Hwy 281

Cust# 10217

Billing Address PO BOX 970

City/State/Zip Edinburg, TX 78539

City/State/Zip Edinburg, TX 78540

Phone/Fax 956-587-6004 / 956-318-2488

Phone/Fax \_\_\_\_\_ / \_\_\_\_\_

**EQUIPMENT COVERED**

Model: Canon IR-5000 Copier

Serial: MPL79044

Options: \_\_\_\_\_

Starting Meter: \_\_\_\_\_

Cost: \$ 1,750.00 for 300,000 copies.

Rate: \$ .0058 per copy.

Overages: \$ \_\_\_\_\_ per copy.

Effective dates of agreement from July 27, 2008 to July 26, 2009 or copies specified.  
 Invoice #:

Contract to be billed: XX ? Yearly ? Quarterly ? Monthly ? Included in Lease  
 Contract Proposal

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Laura Garza *Laura Garza*  
 Copy Graphics, Inc. Representative

June 05, 2009 \_\_\_\_\_  
 Date

## DIGITAL TOTAL TERMS AND CONDITIONS

**ACCEPTANCE:** Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

**TERM:** This Agreement will automatically be renewed unless previously cancelled in writing and accepted by Seller's Service Manager (30) thirty days prior to expiration of contract.

**SERVICE AVAILABILITY:** Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

**INCLUSIONS:** Digital Total service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. Plan also includes consumable supplies such as drum, developer and toner, not to exceed 12 per contract period. If the Customer has more than one unit that uses the same consumable supplies, all units must be placed under the same type of service plan. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

**EXCLUSIONS:** Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) Improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all consumable items not specifically listed in inclusions; m) connected products such as computer, printer, software or network-related failures.

**EQUIPMENT OVERHAUL:** In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

**ASSIGNMENT:** This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

**LIMITED WARRANTY:** Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

**DISCLAIMER OF WARRANTY:** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**HAZARDOUS PRODUCTS:** Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

**LIMITATION OF LIABILITY:** SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

**GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State of Texas.

**Price Change Summary:**

**Current Coverage:**

	<b>Retail Account Pricing</b>
	<b>Includes Service &amp; Supplies</b>
<b>\$1,783.63</b>	<b>Current Base Price</b>
<b>300,000</b>	<b>Current Copy Allowance</b>
<b>0.0051</b>	<b>Current Overage Charge</b>

<b>New Proposed Coverage:</b>	
<b>Annual</b>	<b>Retail Account Pricing</b>
	<b>Includes Service &amp; Supplies</b>
<b>\$1,783.63</b>	<b>New Base Price</b>
<b>300,000</b>	<b>New Copy Allowance</b>
<b>0.0051</b>	<b>New Overage Charge</b>

**Account Name:** HIDALGO COUNTY ADULT PROBATION

**Model / Serial number:** IR5000 C14021384 / MPL79044

**Contact Name:** ADELA

**Customer Phone:** 956-587-6004

**Customer Fax:** \_\_\_\_\_  Click If Long Distance

**IKON Representative:** MARISOL MARTINEZ

**Return Fax Number:** \_\_\_\_\_

**Date:** 6/16/2008

All quotes are good for 10 days unless otherwise noted.

**This Quote Expires: June 27, 2008**

<b>SIGNATURE:</b> _____		
<b>TITLE</b> _____	<b>DATE:</b> _____	
SIGN AND FAX BACK TO () - IF YOU AGREE WITH THIS PROPOSAL		

**HIDALGO COUNTY  
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT  
(ADULT PROBATION)**



**RICARDO P. RODRIGUEZ, JR.**  
JUDGE 92ND DISTRICT COURT

**RODOLFO "RUDY" DELGADO**  
JUDGE 19RD DISTRICT COURT

**BOBBY FLORES**  
JUDGE 159TH DISTRICT COURT

**ROSE GUERRA KEYNA**  
JUDGE 204TH DISTRICT COURT

**JUAN R. PARTIDA**  
JUDGE 219TH DISTRICT COURT

**MARIO E. RAMIREZ, JR.**  
JUDGE 332ND DISTRICT COURT

**NOÉ GONZALEZ**  
JUDGE 376TH DISTRICT COURT

**JOE E. LOPEZ**  
EXECUTIVE DIRECTOR

P.O. BOX 970  
Edinburg, Texas 78540

Phone (956) 587-6000  
Fax (956) 318-2488

**LETICIA LOPEZ**  
JUDGE 257TH DISTRICT COURT

**AIDA SALINAS FLORES**  
JUDGE 346TH DISTRICT COURT

**THOMAS P. WINGATE**  
JUDGE 434TH DISTRICT COURT

**RODOLFO "RUDY" GONZALEZ**  
JUDGE COUNTY COURT AT LAW NO. 1

**JAIIME J. PALACIOS**  
JUDGE COUNTY COURT AT LAW NO. 2

**FEDERICO (FRED) GARZA, JR.**  
JUDGE COUNTY COURT AT LAW NO. 4

**ARNOLDO CANTU**  
JUDGE COUNTY COURT AT LAW NO. 5

**ALBERT GARCIA**  
JUDGE COUNTY COURT AT LAW NO. 6

June 4, 2008

**TO: DIGITAL SERVICE & SALES  
6100 N. 10TH  
MCALLEN, TX (PH: 664-2113 / FAX: 618-1920)**

**ATTENTION: MARTIN RANDALL**

The Hidalgo County Purchasing Department's requirement is to obtain 3 quotes for service maintenance on our copy machine, and go with lowest quote.

I am requesting a quote for one year maintenance on a Canon Copy Machine, model #IR5000. Maintenance should include 300,000 copies per year, and the cost for any overages. Coverage period will be from 7/27/08 through 7/26/09. Please fax quote to 318-2488. Deadline for quote is Wednesday, June 11, 2008 at 5:00 p.m. If you require further information, please contact Adela Huerta at 587-6004.

Sincerely

Joe Lopez, Executive Director  
Community Supervision &  
Corrections Department  
County of Hidalgo

*(Please Check one of the following and return via fax)*

We do not service Canon Copy Machines, "NO BID"

Our quote totals to \$ \_\_\_\_\_ (written quote attached)  
(copies over the amount of 300,000 is @ \$ \_\_\_\_\_ per copy)

*we are however an authorized Konica Minolta dealer.*

*Sincerely*

*Martin Randall*

*P.S. Thank you.*

Signature

*6 June 08*

Date



**Financials - IKON Equipment Solution (June 2, 2008)**

**PROPOSED IKON Solution**

**Canon imageRUNNER 3300**

- 33 pages per minute Digital Copier Printer
- IR 3300 Certified Remanufactured Engine (zero meter)
- Multi-PDL Printer Kit included
- Automatic Document Feeder
- Cabinet
- Bypass Feed
- Staple Finisher
- ESP Power Filter

Full Service Maintenance (includes installation, parts, labor and supplies - excludes paper)

**PRICING: FMV or OPERATING LEASE**

**36 mo. Lease Term**

Canon ICS IR 3300 as configured above ..... \$196.00 each X 1 unit = \$196.00  
 Maintenance - 6,000 Copies Included

**48 mo. Lease Term**

Canon ICS IR 3300 as configured above ..... \$171.00 each X 1 unit = \$171.00  
 Maintenance - 6,000 Copies Included

**36 mo. Lease Term**

Canon ICS IR 3300 as configured above ..... \$237.00 each X 1 unit = \$237.00  
 Maintenance - 10,000 Copies Included

**48 mo. Lease Term**

Canon ICS IR 3300 as configured above ..... \$214.00 each X 1 unit = \$214.00  
 Maintenance - 10,000 Copies Included

**OVERAGES BILLED AT \$0.0107 QUARTERLY**

**CASH PRICE: \$3,829**

**PRICING IS FROM TASB (TEXAS ASSOCIATION OF SCHOOL BOARDS) REGISTRATION # 20766-14916 DATED 8.5.2007 TO 8.4.2008**

**PROPERTY TAX INCLUDED IN LEASE**



**Document Efficiency  
At Work.™**

**Financials - IKON Equipment Solution (June 2, 2008)**

**PROPOSED IKON Solution**

**Canon imageRUNNER 3300**

- 33 pages per minute Digital Copier Printer
- IR 3300 Certified Remanufactured Engine (zero meter)
- Multi-PDL Printer Kit included
- Automatic Document Feeder
- Cabinet
- Bypass Feed
- Staple Finisher
- ESP Power Filter

Full Service Maintenance (includes installation, parts, labor and supplies - excludes paper)

**PRICING: FMV or OPERATING LEASE**

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**CASH PRICE: \$3,829**

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20766-14916 DATED 8.5.2007 TO 8.4.2008**

**PROPERTY TAX INCLUDED IN LEASE**



**Document Efficiency  
At Work.™**

# 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**

<b>Hidalgo, County of</b>				<b>Hidalgo, County of</b>			
Customer (Bill to) <b>100 N. Clossner / Courthouse</b>				Product Location <b>100 N. Clossner / Courthouse</b>			
Address <b>Edinburg Hidalgo TX 78539</b>				Address <b>Edinburg Hidalgo TX 78539</b>			
City	County	State	Zip	City	County	State	Zip
Customer Contact Name: <b>Angie Chapa</b>			Customer Telephone Number: <b>(956) 318-2099</b>		Fax Number/E-mail Address: <b>angie.chapa@co.hidalgo.tx.us</b>		

**PRODUCT DESCRIPTION ("PRODUCTS")**

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
<b>1</b>	<b>Canon IR 3300</b>		

**PAYMENT SCHEDULE**

Minimum Term (mos.) <b>48</b>	Cost Per Image \$ _____	Cost of Additional Images \$ <b>.0107</b>	Guaranteed Minimum Monthly/Quarterly/Other Images <b>6,000</b>	Meter Reading/Billing For Additional Images <input checked="" type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other
Minimum Payment Without Tax \$ <b>171</b>	Payment Due <input checked="" type="checkbox"/> Monthly _____ Quarterly _____ Other _____		Advance Payment (with tax) \$ _____ <input type="checkbox"/> Apply to 1 <sup>st</sup> 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** \_\_\_\_\_  
Authorized Signer  
\_\_\_\_\_  
(Authorized Signer's printed name)

**IKON OFFICE SOLUTIONS, INC.**

**X** \_\_\_\_\_  
Authorized Signer  
\_\_\_\_\_  
(Authorized Signer's printed name)

## Image Management Plus Commitments

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Guarantees. The Guarantees are only applicable to the equipment ("Products") described in the Schedule to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Products are accepted by you and apply during IKON's normal business hours, excluding weekends and IKON-recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

### TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, are guaranteed against any price increase during the term of the Schedule, unless agreed to in writing and signed by both parties.

### SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal business hours, excluding weekends and IKON-recognized holidays. Performance issues relating to software and/or connectivity are independent of these Guarantees and may be covered, if applicable, as outlined in any software/connectivity professional services agreement you may separately enter into with IKON. IKON will also provide the supplies required to produce images on the Products covered under the Schedule (other than non-metered Products and soft-metered Products), ~~including~~ staples. The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

### 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 iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all Products 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. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

### UPTIME PERFORMANCE GUARANTEE

IKON will service the Products provided under the Schedule to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and 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 Products 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.

### IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Schedule to which these Guarantees relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images require a new Schedule that must be agreed to and signed by both parties. The new Schedule may not be less than the remaining term of the existing Schedule but may be extended for a term equal to that of the original Schedule. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of

equipment may result in a higher or lower cost per image and payment. Image decreases are limited to 25% of the original Guaranteed Minimum Images.

### UPGRADE GUARANTEE

At any time after the expiration of one-half of the original term of the Schedule to which these Guarantees relate, you may reconfigure the Products by adding, exchanging, or upgrading to an item of Products with additional features or enhanced technology. A new Schedule of like original term must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on the Products, the added equipment and new image volume commitment.

### PERFORMANCE COMMITMENT

IKON is committed to performing these Guarantees and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Guarantee and in the unlikely event that IKON is not able to repair the Products in your office, IKON, at IKON's election, will either provide a temporary loaner while the Products are being repaired at IKON's service center, or IKON will replace such Products with comparable Products of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

### CORRESPONDENCE

Please send all correspondence relating to the Guarantees via registered letter to the IKON Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210 Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

### MISCELLANEOUS

These Guarantees do not cover repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Guarantees represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Guarantees not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment." Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Guarantees shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Guarantees are not assignable by the Customer. You acknowledge and agree that, in connection with its performance of its obligations under these Guarantees, IKON may place automated meter reading units on imaging devices, including but not limited to the Products, 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 purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

"including"  
X \_\_\_\_\_  
↑  
Please Initial



**Document Efficiency  
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**Work Order - US**

**IKON Office Solutions, INC.  
Professional Services**

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services
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Customer must already be an IKON customer to use this form without being part of the SFP

Bill To Cust No: \_\_\_\_\_ Pymt Method: \_\_\_\_\_ Ship To Customer No: \_\_\_\_\_ PO No: \_\_\_\_\_ PO Date: \_\_\_\_\_  
 Bill To Customer: **Hidalgo, County of** Ship To Customer: **Hidalgo County Law Library**  
 Address: **100 N. Clossner / Courthouse** Address: **100 N. Clossner / Courthouse**  
 City: **Edinburg** State: **TX** Zip: **78539** City: **Edinburg** State: **TX** Zip: **78539**  
 Customer Contact: **Angie Chapa** Title: **Librarian** Phone: **(956) 318-2099**  
 IKON Sales Rep: **Joseph A. Smith** Phone: \_\_\_\_\_  
 MPS/FSM/SAM/SAC: \_\_\_\_\_ SC: \_\_\_\_\_ SC-C: \_\_\_\_\_ SA/SSA: \_\_\_\_\_

**Description of Professional Services**

Professional Services Provided	Qty	Price	Est. Price	Notes
Connectivity - Seg 3 (31-40 PPM)				
o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers,PPD's on up to two (2) workstations o Printer operator training for lead operator / administrator o End user training for print drivers,PPD's for up to two (2) persons				

Task	eKON Code	OMD Code	Qty	Price	Est. Price	Notes
1	PS-CONN3	MPWY30		\$329.00		
2						
3						
					<b>Total Price:</b>	<b>\$329.00</b>

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

<b>CUSTOMER</b>	<b>IKON OFFICE SOLUTIONS, INC.</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**TERMS AND CONDITIONS**

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder, provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.



**Requisition  
BUDGET OFFICER**

Req # 00134512

PO #

Date: 06/17/08

*Consent  
# 9843  
7/1/08*

Bill To: x  
x

Vendor : 220396  
COBRA SOLUTIONS INC.  
4500 S. LAKESHORE DR  
STE. 420  
TEMPE AZ 85282

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

Contact: Angela Garcia  
956-292-7025

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER SILVER EDITION OF ANNUAL MAINTENANCE AGREEMENT: THE COBRA ADM. MANAGER PROVIDES UPDATES TO REQUIRED NOTICES, UPGRADES MADE TO MAINTAIN COMPLIANCE, MONTHLY NEWSLETTER AND BASIC TECH. SUPPORT (07/01/2008-06/30/2009)	395.00	395.00
		Account No	Encumbrance	
		8-2201-415-00-115-009-0-336	395.00	
			Freight	.00
			Total	395.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_