

**Requisition
W.I.C. PROGRAM**

Req # 00141448

PO #

Date: 10/10/08

*Consent
12/18
12/23/08*

Bill To: x
x

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

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|-------|---|------------------|------------------|
| 3.00 | MONTH | MAINT. FOR CANON 6551 AT C.O. DO NOT DUPLICATE ORDER | | |
| 1.00 | LOT | MAINT. FOR CANON MODEL NP6551 NJE31467; OVERAGES | 229.15 200.00 | 687.45 200.00 |
| | | Account No _____ | Encumbrance | |
| | | 8-1292-441-00-350-001-9-431 | 887.45 | |
| | | | Freight | .00 |
| | | | Total | 887.45 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

Authorized By: _____

**Requisition
W.I.C. PROGRAM**

Req # 00141446

PO #

Date: 10/10/08

*Consent
R. H. 10/08
09*

Bill To: x
x

Vendor: 223751
IKON OFFICE SOLUTIONS, INC.
P.O. BOX 660342
DALLAS TX 75266-0342
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3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:

*Just PO
by 9/3/08*

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|----------|-------|---|--------------------|----------|
| | | SERVICE AGREEMENT FOR IR 5000 AT C.O DO NOT DUPLICATE ORDER | | |
| 3.00 | MONTH | C14001390 MAINT. FOR CANON IR5000 EQUIP.#10194645 FOR OCT. NOV. DEC. 2008 216.22; SERIAL NUMBER C14001390; | 216.22 | 648.66 |
| 1.00 | LOT | OVERAGES | 400.00 | 400.00 |
| | | <u>Account No</u> | <u>Encumbrance</u> | |
| | | 8-1292-441-00-350-001-9-432 | 1,048.66 | |
| | | | Freight | .00 |
| | | | Total | 1,048.66 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

Authorized By: _____



**Document Efficiency
At Work.™**

Master Maintenance & Sale Agreement

Customer Information:

STX HIDALGO CNTY WIC DEPT
 Full Legal Name
 3105 W STATE HIGHWAY 107,
 Customer Location Address
 Edinburg Tx 78539
 City County State Zip

Customer Billing Contact: Tanya Delira

956-318-2626
 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: _____
 Title: _____
 Date: _____

Authorized Signature: _____
 Signer's Printed Name: _____
 Title: _____
 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 | IR5000 10194645 C14001390 | <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"/> | | | <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 checked="" type="checkbox"/> Monthly \$216.22 | <input checked="" type="checkbox"/> Monthly |
| <input type="checkbox"/> 48 Months | | <input type="checkbox"/> Quarterly _____ | <input type="checkbox"/> Quarterly |
| <input type="checkbox"/> 60 Months | | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Other 12 | | | |
| Cost of Additional Images | Guaranteed Minimum Monthly/Quarterly/Other Images | Service Level | |
| \$0.0079 | <input checked="" type="checkbox"/> Monthly _____ <input type="checkbox"/> Quarterly _____ <input type="checkbox"/> Other _____ | <input type="checkbox"/> Gold : Includes all supplies and staples. Excludes paper. <input checked="" type="checkbox"/> Silver : Includes all supplies. Excludes paper and staples. <input type="checkbox"/> Bronze: Parts & Labor only. Excludes paper, staples and supplies. | |

Additional Provisions: for renewal information purposes only-Marisol Martinez x40970

start date: July 21, 2008 - July 20,2009



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 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.

