

**Pitney Bowes
EQUIPMENT MAINTENANCE
AGREEMENT**

District Name: San Antonio, Tx.				District # 042		Unit #	
Install address: Hidalgo Co. Tax Office 2802 S. Business Hwy. 281 Edinburg, TX 78539				Billing address: Hidalgo Co. Tax Office 2802 S. Business Hwy. 281 Edinburg, TX 78539			
CSR #		Agrmnt. #	EMA Key	Customer Acct # 1802-3757-869		CAN Key	In arrears? <input type="checkbox"/> Yes X No
Product Code		Machine Serial #	CD	Shift Code	Orig. Install Date	DESCRIPTION	
FD40		0912631			01-31-00	Standalone Folder	
Amt Paid		Effective Date 11/01/10	Expire Date 10/31/11	Purchase Order #	CNF <input type="checkbox"/>	Total Annual Charge Subject to Taxes	
						\$968.00	
						TAX	
Change of Ownership <input type="checkbox"/>			Tax Exempt X State X County X City			Total Annual Charge	
						\$968.00	
Soft-Guard							

Pitney Bowes Service Number 800-522-0020		Pitney Bowes Working Hours 8:00 AM - 5:30 PM	
Specified Charges, Penalties and Limitations:			
If you are in agreement with the Terms and Conditions below, please sign here:			
Accepted and Agreed To:		Accepted and Agreed To:	
Customer X		For Pitney Bowes X Jo Carr	
Date X 10/12/2010		Date 10-1-10	
Print name of signer X Rene Ramirez		Print name of signer X Jo Carr	
Title of signer X County Judge		Title of signer X Account Resolution Specialist	
Please sign, retain Original and return copy to our office serving you. Refer all questions concerning the Agreement or its invoicing to this same office. Send remittance to our home office after receipt of an invoice. Issuance of invoice indicates final Acceptance.			
Pitney Bowes Customer Care Center 1305 Executive Blvd. 2nd Floor Chesapeake, VA 23320			
Fax # 757-228-3142			

SERVICE LEVEL AGREEMENT

The following describes the Service Level Agreement ("SLA") tiers that we offer on "Covered Equipment" (defined below). The SLA tier you select will be listed on the Order. A separate Software License and Maintenance Agreement (SMA) covers software maintenance and will be attached to this Agreement if you are purchasing software.

1. DEFINITIONS

As used in this SLA, the following terms mean:

"Consumable supplies and parts" - ink, printheads, belts, ink rollers, sealer and moistener brushes, bulbs, felts, sponges, and similar items.

"Covered Equipment" - the Equipment you own, purchased, or leased from Pitney Bowes Global Financial Services LLC, that is covered by this SLA.

"Equipment" - the equipment listed on the Order, excluding any IntelliLink® Control Center or postage meter, and any standalone software.

"Initial Service Term" - a period of twelve (12) months.

"IntelliLink® Control Center" or **"Meter"** - any postage meter supplied by us pursuant to the Order, including the postal security device, the user interface or keyboard and display, and the print engine.

"Maintenance Service" - the maintenance service tier for the Equipment selected by you on the Order, excluding software maintenance.

"PBI," "We," "Ours," or **"Us"** - Pitney Bowes Inc. and its subsidiaries.

"You," "Your," or the **"Customer"** - the person or entity identified on the Order who is purchasing services.

2. SERVICE LEVEL TIERS

The following describes the three SLA tiers offered by us for the Covered Equipment.

2.1 Tier 1

- (a) **General:** Under Tier 1, we will, at our option, provide repair or replacement services for the Equipment you select on the Order ("Covered Equipment") during the Initial Service Term or any Renewal Service Term (the "Maintenance Service Term").
- (b) **Obtaining Service**
 - (i) To obtain service, you may either:
 - (1) call our toll-free response center (the "Customer Care Center") at 1-800-522-0020 during the hours of 8 a.m. – 8 p.m. Eastern Standard Time, Monday through Friday, excluding PBI's holidays ("Normal Working Hours"); or
 - (2) place a request for service via our website at www.pb.com.
 - (ii) We have the option of servicing the Equipment by repairing it or replacing it.
 - (iii) We have designated certain equipment as "service by replacement," which means that we will replace, rather than repair, this equipment.
- (c) **Replacement Service**
 - (i) If we determine that replacement is necessary, we will, at no additional cost, promptly ship new, reconditioned, or remanufactured Equipment to replace the affected Equipment.
 - (ii) Within five (5) days of receiving the replacement Equipment, you must pack the Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to us.
 - (iii) You are responsible for the Equipment until we receive it.
- (d) **Repair Service**
 - (i) If we determine that repair service is necessary, we may provide repair via remote access, diagnostics and coordinated remote service, or via on-site repair service.
 - (ii) Repair service is only provided for damage resulting from normal wear and tear and may include the use of new, reconditioned, or remanufactured parts and assemblies.
 - (iii) We will provide parts or assemblies for discontinued Equipment (or Equipment not marketed as new) only if available.

- (iv) If we deem it necessary, we will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.

2.2 Tier 2

- (a) If you select Tier 2, we will provide the following support:
 - (i) All coverage provided under Tier 1, PLUS:
 - (ii) **Ongoing Equipment Training Services:** We will provide the following training, which we will schedule at a time convenient for both parties. Training will include an overview for the operator(s) on how to use the Covered Equipment. The number of training sessions that are included during each twelve (12) month period during the Maintenance Service Term are as follows:
 - (1) Mail finishing products (which includes Meters and scales) - up to six (6) training sessions;
 - (2) Mail finishing accounting software solutions - up to four (4) training sessions;
 - (3) Mail creation hardware products (which includes tabletop folders, tabletop inserters, and address printers) - up to four (4) training sessions; and
 - (4) Distribution solutions hardware products - up to four (4) training sessions.
 - (iii) **Additional Covered Items:** We will provide printheads for Meters or Covered Equipment without additional charge.

2.3 Tier 3

- (a) If you select Tier 3, we will provide the following support:
 - (i) All coverage provided under Tier 1 and Tier 2, PLUS:
 - (ii) **Preventive Maintenance Services**
 - (1) We will perform maintenance on the Covered Equipment at regular intervals.
 - (iii) **Response Time Commitment**
 - (1) If we determine that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site within four (4) hours (during Normal Working Hours only) of our receipt of the call at the Customer Care Center (the "Response Time Commitment").
 - (2) You agree that the Response Time Commitment relates solely to the arrival of a technician at your location; it is not a guaranteed resolution of the problem within the four (4) hour time period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.
 - (3) You may choose to schedule service at a time outside of the four (4) hour response time.
 - (4) Service designated as service by replacement, software maintenance, preventive maintenance, operator training, or other services not essential to repair the Covered Equipment will be scheduled in advance and are not covered by the Response Time Commitment.
 - (5) If the Covered Equipment is moved from its original location, we may elect to revise this Tier 3 to delete the Response Time Commitment. If this happens, you will receive a refund equal to the difference between the cost of the Response Time

Commitment and the cost of maintenance coverage without this obligation.

(iv) Liquidated Damages for Failure to Meet Response Time

- (1) We agree that if we do not meet the Response Time Commitment, we will provide you with a credit equal to three (3) months of the cost of the premium of the additional Response Time Commitment.
- (2) You must use a refund request form in order to request a refund. You may obtain a refund form from your service technician or by calling the Customer Care Center. The credits are limited to credits for two (2) failures to meet the Response Time Commitment in any twelve (12) month period during the Maintenance Service Term. The remedies described in this Section are your sole remedy for our failure to meet the Response Time Commitment.

3. FEES

- 3.1 You agree to pay the fees for the Initial Service Term, and any Renewal Service Term(s).
- 3.2 Late Fees
 - (a) If your payment is overdue, we will charge you an administrative fee.
 - (b) You agree to pay interest on any late payment from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law.
 - (c) You agree to pay us a return payment fee for each returned item.
- 3.3 Suspension of Services. We reserve the right to suspend any services during any period in which your account is more than thirty (30) days past due.
- 3.4 Taxes. You are responsible for paying any taxes on the Maintenance Service.
- 3.5 Fees for Services Not Covered by this SLA. If our service technician provides service for repairs made necessary due to one of the causes listed in Section 7.1(a)(i), you will be charged for the service at our current hourly rates and for any required parts.

4. MAINTENANCE SERVICES

- 4.1 Term. We will provide you with Maintenance Service for the Initial Service Term and any Renewal Service Terms.
- 4.2 RENEWAL SERVICE TERM(S): MAINTENANCE SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A "RENEWAL SERVICE TERM"), UNLESS:
 - (a) TERMINATED BY YOU AS SPECIFIED IN SECTION 4.3 AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL OF THE TERM; OR
 - (b) YOUR LEASE EXPIRES OR IS TERMINATED; OR
 - (c) THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.
- 4.3 Ending Your Maintenance Service
 - (a) IF YOU DO NOT WISH TO RENEW YOUR MAINTENANCE SERVICE, YOU MUST DELIVER A WRITTEN NOTICE (including your account number) (the "Termination Notice") via certified mail to us at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956.
 - (b) We reserve the right not to renew your SLA at any time and for any reason.
- 4.4 Maintenance Service Changes
 - (a) We may modify our Maintenance Service by providing written notice to you (a "Maintenance Change Notice"), which will state whether the change is material.
 - (b) After receiving a Maintenance Change Notice, if the change is material, you may terminate Maintenance Services by delivering a Termination Notice within thirty (30) days of your receipt of the notice via certified mail to us at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. Your Termination Notice must include your customer account number and is effective ten (10) business days after we receive it.

5. WARRANTIES

5.1 Our Warranty

- (a) We warrant that the services provided will be performed in a professional and workmanlike manner.
- (b) As your sole remedy for a warranty claim, we will re-perform these services.

5.2 DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS SLA, WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION ON LIABILITY

- 6.1 OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SLA TIER 3 (SECTION 2.3), OUR TOTAL LIABILITY RELATING TO THIS SLA IS LIMITED TO THE FEES PAID BY YOU TO US FOR MAINTENANCE SERVICES IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM.
- 6.2 WE ARE NOT LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.
- 6.3 WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DATA, OR GOODWILL, FOR ANY MATTER RELATING TO THIS SLA.

7. ADDITIONAL MAINTENANCE TERMS

7.1 These terms apply to all Maintenance Service tiers:

- (a) Limitations. Maintenance Service does not include:
 - (i) software maintenance and/or updates; and
 - (ii) services and repairs that are made necessary due to:
 - (A) negligence or accident, damage in transit, virus contamination and loss of data;
 - (B) use of Covered Equipment in a manner not authorized by this SLA or the Equipment user guide;
 - (C) external forces;
 - (D) use of Covered Equipment in an environment with unsuitable humidity and/or line voltage;
 - (E) loss of electrical power, power fluctuation, operator error, or casualty (such as fire, flood, or other natural causes);
 - (F) sabotage, repair or attempted repair by anyone other than us;
 - (G) the use of third party supplies (such as ink), hardware, or software resulting in: (i) damage to the Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images;
 - (H) failure to use applicable software updates; or
 - (I) use of Covered Equipment with any system for which we have advised we will no longer provide support or have advised is no longer compatible.
- (b) Additional Exclusions. Unless covered under one of the above maintenance tiers, Maintenance Service excludes rate program software for electronic scales and weighing systems software maintenance and/or updates and consumable supplies and parts for all levels of service, including printheads for Meters and IntelliLink® Control Centers.
- (c) Replacement Equipment
 - (i) If you replace any of your Covered Equipment during the Maintenance Service Term, and the replacement Equipment qualifies for maintenance services, we will automatically enroll you for maintenance coverage on the new Equipment at our current annual rates.
 - (ii) If you acquire an attachment or add a unit to your Covered Equipment, we will provide coverage for any qualifying attachment or unit and adjust your rate accordingly.
 - (iii) If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Maintenance Services with respect to the item within thirty (30) days of the date of your initial invoice for the item from us and any further maintenance or repair services on the Equipment, attachment or unit will be subject to our current rates.

8. FORCE MAJEURE

We are not responsible for any delay or failure to perform resulting from causes beyond our control.