

**ADDENDUM TO MAINTENANCE AGREEMENT WITH
IMAGING CONCEPTS OF NEW MEXICO
REGARDING MAINTENANCE OF
SHARP DIGITAL COPIER 96508828, SHARP COPIER 27PPM
AND SHARP FACSIMILE 17113382**

THIS ADDENDUM TO MAINTENANCE AGREEMENT is made and entered into this 27th day of September, 2010 by and between the County of Santa Fe, hereinafter referred to as the "County," and Imaging Concepts of New Mexico, whose principal address is 8600 Pan American Freeway N.E., Albuquerque, NM 87113, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to NMSA 1978, Section 13-1-125, "small purchase," the County desires to contract with the Contractor for maintenance services; and

WHEREAS, Contractor has certified technicians who are approved to conduct maintenance on the subject manufacturer's equipment; and

WHEREAS, Contractor has proposed a Maintenance Agreement which is acceptable in part but requires the removal of certain terms and the addition of certain terms; and

WHEREAS, both parties desire to enter into the Maintenance Agreement with modified and additional items.

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into the Maintenance Agreement as if fully set forth therein and paragraph 7.3 of the Service Agreement shall not apply:

1. TERM

This Maintenance Agreement to continue in full force and effect for a period of no more than one year. There shall be no pre-payment of services and no automatic renewal of the Term of this Agreement. Services shall be paid in accordance with paragraph 2 below. Paragraph 4.4.3 of the Service Agreement is hereby deleted.

2. COMPENSATION, INVOICING AND SET-OFF

A. The annual fee for maintenance shall be \$244.29 for Sharp Digital Copier SN 96508828, \$206.52 for Sharp Facsimile SN 17113382 and \$368.44 for Sharp 27PPM Copier SN 35040748, for a total annual fee of \$819.25, inclusive of gross receipts tax. Rather than adopting the payment terms set forth in the Maintenance Agreement, Contractor shall submit a written request for payment to County at the conclusion of each month of service. Within fifteen (15) days of County's receipt of the written request, County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. Contractor acknowledges and agrees that County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, County shall tender payment for the accepted items or services. In the event County fails to tender payment within thirty (30) days of the written certification accepting the items or services, County shall pay late payment charges of one and one-half (1.5%) per month, until the amount due is paid in full. Paragraph 3.3.7 of the Service Agreement is hereby deleted.

B. In the event Contractor breaches this Agreement, County may, without penalty, withhold any payments due Contractor for the purpose of set-off until such time as County determines the exact amount of damages it suffered as a result of the breach.

C. Payment under this Agreement shall not foreclose the right of County to recover excessive or illegal payment.

3. TERMINATION

Rather than following the termination provisions in the Service Agreement the following provisions shall apply:

A. The County may terminate the Agreement based upon any material breach of this Agreement by the Contractor. The County shall give Contractor written notice of termination specifying the grounds for the termination. The termination shall be effective seven (7) days from mailing of a certified letter to Contractor notifying Contractor of the termination, during which time Contractor shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within seven (7) days, Contractor shall have a reasonable time to cure the breach, provided that, within seven (7) days of its receipt of the written notice of termination, Contractor (i) began to cure the breach and (ii) advised the County in writing that its intent to cure.

B. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

C. County may, in its discretion, terminate this Agreement at any time for any reason by giving Contractor written notice of termination. The notice shall specify the effective date of termination, which shall be not less than seven (7) days from the date of mailing a certified notice of termination to Contractor. County shall pay Contractor for acceptable work, determined in accordance with the specification and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

4. INDEPENDENT CONTRACTOR

The Contractor, its agents and employees are independent contractors performing services for the County, and are not employees or agents of the County. Notwithstanding that the Contractor enters into and performs under this Agreement, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, Contractor has no authority to bind, represent, or otherwise act on behalf of County and agrees not to purport to do so.

5. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state and local law to perform such work.

6. ASSIGNMENT

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County. Any attempted assignment or transfer without County's advance written approval shall be null and void and without any legal effect.

7. SUBCONTRACTING

Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the prior written approval of County. Any attempted subcontracting or delegating without County's advance written approval shall be null and void and without any legal effect.

8. INDEMNITY

A. Contractor shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Contractor's performance of non-performance of its obligation under this Agreement, including but not limited to Contractor's breach of any representation or warranty made herein.

B. Contractor agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to County and (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of County and Contractor in such demand, suit, or cause of action, counsel shall be retained to represent the County's interest.

C. Contractor's obligations under this section shall not be limited by the provisions of any insurance policy Contractor is required to maintain under this Agreement.

9. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principals ("GAAP").

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process,

Agreement No. 2011-0082-SO/VO

Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

10. APPROPRIATIONS AND AUTHORIZATION

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by County to Contractor. Such termination shall be without penalty to County, and County shall have no duty to reimburse Contractor for expenditures made in the performance of this Agreement. County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by County. County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by Contractor in any way or forum, including a lawsuit.

11. INSURANCE

A. General Conditions: The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance Including Automobile: The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death and property damage for anyone occurrence. Said policies of insurance shall include coverage for all operations performed for the County of Santa Fe by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.

C. Worker's Compensation Insurance: The Contractor shall comply with the provisions of the Worker's Compensation Act.

D. Increased Limits: If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-27, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

12. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work.

13. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not agreed to herein unless the Contractor has express written authority from the County to do so, and then only within the strict limitations of that authority.

14. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other material prepared under this Agreement. Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, County shall own any such copyright.

15. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

16. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto. Contractor specifically acknowledges and agrees that County shall not be responsible for any changes to "Scope of Work", of this Agreement unless such changes are set forth in a duly executed written amendment of this Agreement.

17. INTEGRATION

This Addendum to Maintenance Agreement, together with the Maintenance Agreement, incorporate all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Maintenance Agreement and this Addendum to Maintenance Agreement.

18. EQUAL OPPORTUNITY COMPLIANCE

A. Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

20. APPLICABLE LAW

In providing the SCOPE OF WORK outlined in the Maintenance Agreement and herein, the Contractor shall comply with all applicable Federal, State of New Mexico and local governments' laws and ordinances. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Venue shall be in Santa Fe County.

21. NOTICE OF PENALTIES

The Procurement Code, Section 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

22. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

23. SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes. The parties further agree that execution of the Maintenance Agreement and Addendum shall be accomplished by placing signatures on the Addendum rather than the Maintenance Agreement.

24. LIMITATION OF LIABILITY

This provision replaces paragraph 6.0 of the Service Agreement. County's liability to Contractor for any breach of this Agreement by County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in the section on compensation above. In no event shall County be liable to Contractor for special or consequential damages, even if County was advised of the possibility of such damages prior to entering into this Agreement.

25. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

26. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor hereby represents and warrants that:

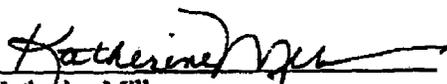
A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.

B. This Agreement has been duly authorized by Contractor, the person executing this Agreement has authority to do so, and, once executed by Contractor, this Agreement shall constitute a binding obligation of Contractor.

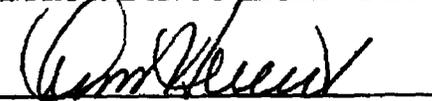
C. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's articles of incorporation or by-laws or any corporate resolution adopted by Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement this as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

APPROVED AS TO LEGAL FORM:


Stephen C. Ross
Santa Fe County Attorney

17 September 2010
Date

FINANCE DEPARTMENT APPROVAL:


Teresa Martinez
Santa Fe County Finance Director

9/24/2010
Date

IMAGING CONCEPTS OF NEW MEXICO:


Signature

CLIFTON LUCKIE - SERVICE MANAGER
Print Name and Title

FEDERAL IDENTIFICATION NO.: 85-0387036

Contractor hereby represents and warrants that:

A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.

B. This Agreement has been duly authorized by Contractor, the person executing this Agreement has authority to do so, and, once executed by Contractor, this Agreement shall constitute a binding obligation of Contractor.

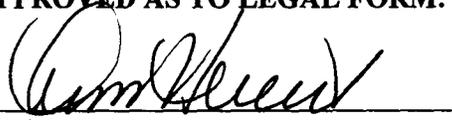
C. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's articles of incorporation or by-laws or any corporate resolution adopted by Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement this as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

APPROVED AS TO LEGAL FORM:


Stephen C. Ross
Santa Fe County Attorney

17 September 2010
Date

FINANCE DEPARTMENT APPROVAL:


Teresa Martinez
Santa Fe County Finance Director

9/24/2010
Date

IMAGING CONCEPTS OF NEW MEXICO:

Signature

Print Name and Title

FEDERAL IDENTIFICATION NO.: 85-0387036

IMAGING CONCEPTS

OF NEW MEXICO

More than you expect... Guaranteed

ALBUQUERQUE
8600 Pan American Freeway NE
Albuquerque, NM 87113
(505) 828-COPY (2679)
Fax (505) 828-1115

www.imagingconceptsnm.com

COST PER PRINT AGREEMENT

SANTA FE
2000 St. Michael's Drive
Santa Fe, NM 87501
(505) 424-1500
Fax (505) 424-3100

CUSTOMER <i>Santa Fe Cty - Reg 3</i>			SHIP TO CUSTOMER NO. <i>A0B74</i>	BILL TO CUSTOMER NO. <i>A0G13</i>	BR <i>19</i>	DIV <i>93</i>	CPP <i>8791</i>	
SERVICES ADDRESS			PHONE	BILLING ADDRESS			TERMS NET 10 DAYS WAC	
CITY STATE ZIP			FAX	CITY STATE ZIP			PROGRAM	REVIEW
CUSTOMER PURCHASE ORDER NO. <i>Diana Sosa</i>			S/T CODE	S/T RATE	INM REPRESENTATIVE <i>House</i>		NO. <i>90</i>	E.B. DATE
CUSTOMER E-MAIL ADDRESS								

Imaging Concepts of New Mexico, Inc. agrees to provide supplies and services for the operation of the equipment detailed below at the respective per print charges with an effective start date of *6/30/10*. The term of this agreement is *62* months. Please see attached Schedule A for additional Equipment Detail.

Product Code Description	Serial Number Location/Exp Code	Beginning Meter	Minimum prints per Billing Cycle	Per Print Charge	Minimum Billing	Excess per print charge
<i>Sh. F05700</i>	<i>17113382</i>				<i>190.89</i>	
Memo				Schedule A: _____	\$ _____	
				Sub Totals: _____	\$ _____	
				Sales Tax Code: _____ Tax Rate %: <i>8.1875</i>	\$ <i>15.63</i>	
				Total :	\$ <i>206.52</i>	

Billing Cycle Preferences (In Advance) (Circle One): Monthly Quarterly Semi-Annually **Annually**

Excess print Billing Preference (Circle One): Monthly Quarterly Semi-Annually

SUPPLIES* included in this agreement *NONE*

SERVICE included in this agreement *parts + labor*

Imaging Concepts of New Mexico, Inc., reserves the right of immediate unwritten cancellation of this Agreement in the event that the payment terms are not honored by the customer as agreed. If invoices are unpaid and overdue, the customer agrees to pay INM's cost and expenses of collections, including the maximum attorney's fees permitted by law. Payment Terms: Net 10 Days (WAC).

It is agreed that the supplies furnished through this Agreement will be used solely in the equipment listed above or in schedule A, and failure to abide by these terms will result in breach of this Agreement

Supply shipments will be limited to customer's 60 day needs, as determined by customer volume and manufacturer's yields.

It is agreed that INM may bill, and customer will pay, meter invoices based upon meter estimates, as long as the meter estimate does not exceed the actual meter by more than 10%.

Machines will be moved at a standard charge of \$35.00 per machine per move.

The service portion of this agreement specifically excludes parts, including drums, and labor which are necessary to repair a machine damaged by misuse, abuse, negligence or acts of God. Service will be rendered in accordance with the terms and conditions as set forth herein and on the reverse side hereof, which the CUSTOMER acknowledges having read and accepted.

Sales tax shall apply to all charges.

ACCEPTANCE:
Batty Savage
Imaging Concepts of New Mexico, Inc.
Admin *9-8-10*
Title Date

Katherine Miller, County Manager
Customer Printed Name Title
Katherine Miller *9-24-10*
Customer Signature Date
** per agreement #2011-0082-5010*
Santa Fe County
(Cost per Print Agreement becomes effective for add'l terms & conds)

Service manager Date

IMAGING CONCEPTS OF NEW MEXICO, INC. COST PER PRINT AGREEMENT

TERMS AND CONDITIONS

Under this agreement, Imaging Concepts of New Mexico, Inc., hereinafter referred to as the COMPANY, will provide all labor, parts and materials, that it deems appropriate and necessary to maintain in good operating condition those covered equipment items, hereinafter referred to as PRODUCTS, which are covered by this AGREEMENT. The term SERVICE shall include the diagnosis and correction of PRODUCT malfunctions and failures. All SERVICE is performed during the NORMAL BUSINESS HOURS of Monday through Friday, 8:00am to 5:00pm, local observed holidays excluded, unless otherwise amended in this document. Purchaser, hereinafter referred to as the CUSTOMER, is responsible for providing access to the PRODUCTS and to be sure that a representative is present at all times when SERVICE is being performed. This AGREEMENT is subject to the following terms and conditions:

- 1.0 **Eligible PRODUCTS** shall be only those PRODUCTS detailed in this agreement.
 - 1.1 PRODUCTS must be in normal operating conditions and environments.
 - 1.2 PRODUCTS will only be serviced at the location for which this AGREEMENT has been written.
 - 1.3 Before this AGREEMENT may be accepted by COMPANY, requested PRODUCTS may be subject to an inspection by COMPANY.
- 2.0 **Covered SERVICE expenses** shall be for only those PRODUCTS covered by this AGREEMENT. COMPANY shall provide service, including all labor and mileage during NORMAL BUSINESS HOURS, unless otherwise specified. SERVICE and parts necessitated by accident, misuse, fire, water, vandalism, utilization of attachments or supplies not approved by COMPANY, natural disaster and/or to PRODUCTS where repairs were made or attempted by any person who is not an authorized representative of COMPANY are not covered by this AGREEMENT. Materials used in the service of PRODUCTS under this AGREEMENT are furnished on an exchange basis. Replacement parts, at the sole discretion of COMPANY, will be new or refurbished parts of equal quality. Replaced parts become the property of COMPANY.
 - 2.1 **Copier, Printer and Facsimile Products.** COMPANY shall provide all parts except copy drums, unless otherwise specified. Scheduled maintenance will be provided by COMPANY at recommended intervals. CUSTOMER is responsible for the cost of supplies used in the performance of SERVICE. Supplies must be at the location of PRODUCTS, or ordered by CUSTOMER, as the SERVICE is scheduled.
 - 2.1.1 CUSTOMER agrees to designate and make available a Key Operator who will be responsible for properly operating PRODUCTS and fulfilling the responsibilities of the Key Operator as set forth in the operator guide. COMPANY may suggest a replacement Key Operator be assigned when said responsibilities are not being adequately fulfilled. Key Operators and replacement Key Operators shall be trained by COMPANY.
 - 2.2 **Computer Terminal and Related Peripheral Products.** COMPANY shall provide SERVICE to computer hardware related PRODUCTS as outlined herein. Such PRODUCTS may include CPUs, Network Hubs, Laser Printers, Modems, Monitors, Disk Drives and Scanners. AGREEMENT does not include any network or non-network cabling.
 - 2.3 COMPANY will provide SERVICE as described herein. COMPANY will provide all necessary parts except for those which are consumable, including, but not limited to, supply items such as protective covers, toner, developer and paper, unless otherwise specified.
 - 2.4 **Software.** AGREEMENT does not include any software, software restoration or software training. CUSTOMER is responsible for reconstruction of lost or altered files, data or programs and for the security of its proprietary, confidential and classified information.
 - 2.5 **Equipment Loaners.** AGREEMENT does not provide for any loaner, or substitute equipment while PRODUCT is not operating.
 - 2.6 **Isolated Line.** In the event COMPANY determines that CUSTOMER will need an isolated line for the PRODUCTS, CUSTOMER shall be solely liable for installing and utilizing an isolated line. Not properly utilizing an isolated line in such case shall void any warranty, of any nature, hereunder.
- 3.0 **Charges for SERVICE** shall be included under this AGREEMENT, unless exceptions are herein noted. Additional charges, if necessary, will be billed at COMPANY's appropriate rate(s) for similar PRODUCTS in similar time parameters.
 - 3.1 COMPANY shall have prompt access to the PRODUCTS, subject to CUSTOMER'S security requirements. Failure to provide timely access, resulting in excessive expenditure of time and necessary travel expenses will result in additional charges.
 - 3.2 Charges for Service Calls on equipment not covered by this AGREEMENT will be billed to CUSTOMER.
 - 3.3 Charges for Service Calls for PRODUCTS that result from misuse of PRODUCTS, interfaces with PRODUCTS installed by CUSTOMER, operator error, software problems, telephone equipment problems, use of non-approved or improper supplies, or which are disqualified in accordance with Section 2.0 of this document, will be billed to CUSTOMER.
 - 3.4 Any and all SERVICE performed during non-NORMAL BUSINESS HOURS will be billed at the premium rate for such type SERVICE calls, unless otherwise specified.
 - 3.5 Charges are due, in full, on the latter of either the first day of the agreement period or Net 10 days WAC from the date of invoice. CUSTOMER is responsible for all applicable taxes.
 - 3.6 In the event CUSTOMER defaults on its payments hereunder to COMPANY, all services and supplies provided by COMPANY during the period covering the default shall be automatically adjusted to COMPANY'S then prevailing rates.
 - 3.7 Customer agrees that company may increase the Minimum Billing and/or Excess Per Print Charge each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Billing and/or Excess Per Print Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.
- 4.0 **The term of this AGREEMENT** shall be for one full calendar year or as designated on the face of this AGREEMENT.
 - 4.1 Customer agrees to notify Lewan and Associates, Inc. immediately of additional equipment at Customer site(s) capable of using Lewan provided supplies per this Cost Per Print Agreement. Customer agrees to pay for or return supplies received in excess of 10% of normal supply usage associated with the agreed print volume, measured annually.
 - 4.2 Connected equipment will be covered only up to the computer/network connection unless otherwise specified.
 - 4.3 The Agreement shall be automatically renewed for a similar term, at prevailing prices, unless written notice of cancellation is received, by either party, 30 days prior to the end of the current term. Should customer request to cancel the agreement at some other time, customer agrees to pay the greater of time and material charges for services actually performed, priced at the then prevailing rates or liquidated damages equal to the total minimum monthly billing times 6.
 - 4.4 CUSTOMER agrees that, should they have any past due balances with COMPANY for any reason, service under this AGREEMENT will be suspended until such past due balances have been satisfied.
- 5.0 **Exclusion to the AGREEMENT**
 - 5.1 SERVICE obligations hereunder provided by COMPANY are contingent upon the proper use of the PRODUCTS and do not apply to any PRODUCT which has been modified by a third party without the consent of the COMPANY.
 - 5.2 SERVICE obligations hereunder provided by COMPANY do not apply to any PRODUCT which has been subjected to unusual physical / electrical shock or stress. AGREEMENT does not include diagnosis, repair, or replacement parts for failures caused by viruses.
 - 5.3 SERVICE obligations hereunder provided by COMPANY do not apply to failures or malfunctions, of any kind, caused directly or indirectly by Year 2000 issues, as it is commonly understood, nor any leap-year function.
 - 5.4 CUSTOMER is responsible for the selection and use of operating supplies and accessories, and/or electrical work external to the PRODUCTS that may be needed to ensure PRODUCTS suitable operation. COMPANY shall not be responsible for providing paint or supplies used to refinish PRODUCTS under this AGREEMENT.
 - 5.5 COMPANY shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of SERVICE resulting from acts of God, civil or military catastrophe, transportation delays, inability to obtain parts or materials from suppliers, or any other situation beyond COMPANY'S reasonable control.
 - 5.6 CUSTOMER is solely responsible for the compatibility of non-covered equipment with [covered] PRODUCTS. CUSTOMER, at request of COMPANY for SERVICE needs, is solely responsible for the disconnection and re-attachment of non-covered equipment from/to [covered] PRODUCTS.
 - 5.7 AGREEMENT does not include installation of options or peripherals to PRODUCT, that are purchased during the course of the AGREEMENT.
 - 5.8 If any problem or failure is determined to not be related to the copier printer or hardware interface, any service performed by COMPANY shall be billed at COMPANY'S then current service rates.
 - 5.9 Other exclusions as contained in individual sections of this AGREEMENT
- 6.0 **Limitations of Remedies and Liability**
 - 6.1 The Warranty of Good Workmanship is the only warranty offered by COMPANY. COMPANY specifically disclaims all other warranties, of any nature or source, including without limitation the implied warranties of merchantability and fitness for a particular purpose.
 - 6.2 No obligation or liability shall grow out of COMPANY rendering technical or other advice in connection with the service rendered.
 - 6.3 COMPANY'S entire liability and CUSTOMER'S sole and exclusive remedy, resulting from any damages whatsoever, shall be limited to the total charges paid for service under this agreement.
 - 6.4 In providing service and materials hereunder, COMPANY shall not be liable for loss of use or for special, incidental or any consequential damages of any kind. In no event will COMPANY be responsible for loss of data, loss of stored memory, loss of use of equipment or productivity, lost profits, cost for substitute equipment or other downtime costs for any reason. COMPANY shall likewise not be responsible for damage caused by CUSTOMER'S negligence or intentional misconduct. These exclusions shall apply even if CUSTOMER'S sole and exclusive remedy hereunder fails for any reason.
- 7.0 **General**
 - 7.1 No modification or amendment of this AGREEMENT will be binding on either party of this AGREEMENT unless in writing and signed by an officer of each party.
 - 7.2 This AGREEMENT is not assignable by CUSTOMER.
 - 7.3 This AGREEMENT contains the entire agreement between CUSTOMER and COMPANY. No representations, inducements, promises, negotiations or otherwise, not contained herein, shall be of any force or effect.
 - 7.4 This AGREEMENT supersedes all prior AGREEMENTS for specific PRODUCTS described herein.
 - 7.5 CUSTOMER acknowledges that CUSTOMER has read this AGREEMENT, understands it, and agrees to be bound by its terms and conditions.
 - 7.6 This AGREEMENT shall be governed by and construed according to the laws of the State Of New Mexico.
 - 7.7 **Equal Opportunity Policy**

COMPANY is an equal opportunity employer whose policy is that no person shall be discriminated against in employment because of race, age, religion, sex, national origin, physical handicap or veteran status. All provisions of Executive order 11246 of September 24, 1965, including section 202 thereof, relating to the equal opportunity, as well as all requirements under 41 CFR, part 60-250 and 741 relating to Affirmative Action Clauses for Handicapped Workers and Disabled Veterans and Veterans of the Vietnam era, and all implementing rules and regulations of the Secretary of Labor are incorporated hereunder by reference.

IMAGING CONCEPTS

OF NEW MEXICO

More than you expect... Guaranteed

ALBUQUERQUE
8600 Pan American Freeway NE
Albuquerque, NM 87113
(505) 828-COPY (2679)
Fax (505) 828-1115

SANTA FE
2000 St. Michael's Drive
Santa Fe, NM 87501
(505) 424-1500
Fax (505) 424-3100

www.imagingconceptsnm.com

COST PER PRINT AGREEMENT

CUSTOMER <i>Santa Fe Cty - Reg 3</i>			SHIP TO CUSTOMER NO. <i>A0B74</i>	BILL TO CUSTOMER NO. <i>A0G13</i>	BR <i>18</i>	DIV <i>83</i>	CPP <i>9213</i>		
SERVICES ADDRESS			PHONE	BILLING ADDRESS			TERMS NET 10 DAYS WAC		
CITY	STATE	ZIP	CONTACT <i>Diana</i>	CITY	STATE	ZIP	PROGRAM	REVIEW	
CUSTOMER PURCHASE ORDER NO. <i>Diana Sena</i>			S/T CODE	S/T RATE	INM REPRESENTATIVE <i>Diana</i>		NO. <i>950</i>	E.B.	DATE
CUSTOMER E-MAIL ADDRESS									

Imaging Concepts of New Mexico, Inc. agrees to provide supplies and services for the operation of the equipment detailed below at the respective per print charges with an effective start date of *10/30/10*. The term of this agreement is *12* months. Please see attached Schedule A for additional Equipment Detail.

Product Code Description	Serial Number Location/Exp Code	Beginning Meter	Minimum prints per Billing Cycle	Per Print Charge	Minimum Billing	Excess per print charge
<i>Sho-ARM 277</i>	<i>35040748</i>	<i>193763</i>	<i>49,214</i>		<i>\$340.56</i>	
Memo <i>T0984</i>						
Schedule A: _____ \$ _____						
Sub Totals: _____ \$ _____						
Sales Tax Code: _____ Tax Rate %: <i>7.125</i> \$ <i>27.88</i>						
Total: \$ <i>368.44</i>						

Billing Cycle Preferences (In Advance) (Circle One): Monthly Quarterly Semi-Annually **Annually**

Excess print Billing Preference (Circle One): Monthly Quarterly Semi-Annually

SUPPLIES* included in this agreement *all except paper + staples*

SERVICE included in this agreement *parts + labor*

Imaging Concepts of New Mexico, Inc., reserves the right of immediate unwritten cancellation of this Agreement in the event that the payment terms are not honored by the customer as agreed. If invoices are unpaid and overdue, the customer agrees to pay INM's cost and expenses of collections, including the maximum attorney's fees permitted by law.

Payment Terms: Net 10 Days (WAC).

It is agreed that the supplies furnished through this Agreement will be used solely in the equipment listed above or in schedule A, and failure to abide by these terms will result in breach of this Agreement.

Supply shipments will be limited to customer's 60 day needs, as determined by customer volume and manufacturer's yields.

It is agreed that INM may bill, and customer will pay, meter invoices based upon meter estimates, as long as the meter estimate does not exceed the actual meter by more than 10%.

Machines will be moved at a standard charge of \$85.00 per machine per move.

The service portion of this agreement specifically excludes parts, including drums, and labor which are necessary to repair a machine damaged by misuse, abuse, negligence or acts of God.

Service will be rendered in accordance with the terms and conditions as set forth herein and on the reverse side hereof, which the CUSTOMER acknowledges having read and accepted.

Sales tax shall apply to all charges.

ACCEPTANCE:
Kathy Sena
Imaging Concepts of New Mexico, Inc.
Admin *9-8-10*
Title Date

Katherine Miller, County Manager
Customer Printed Name Title
Katherine Miller *9-24-10*
Customer Signature Date

See County Agreement # 2011-0082
SO NO
you add
terms + cond.

(Cost per Print Agreement becomes effective only after acceptance by County Manager)

IMAGING CONCEPTS OF NEW MEXICO, INC. COST PER PRINT AGREEMENT

TERMS AND CONDITIONS

Under this agreement, Imaging Concepts of New Mexico, Inc., hereinafter referred to as the COMPANY, will provide all labor, parts and materials, that it deems appropriate and necessary to maintain in good operating condition those covered equipment items, hereinafter referred to as PRODUCTS, which are covered by this AGREEMENT. The term SERVICE shall include the diagnosis and correction of PRODUCT malfunctions and failures. All SERVICE is performed during the NORMAL BUSINESS HOURS of Monday through Friday, 8:00am to 5:00pm, local observed holidays excluded, unless otherwise amended in this document. Purchaser, hereinafter referred to as the CUSTOMER, is responsible for providing access to the PRODUCTS and to be sure that a representative is present at all times when SERVICE is being performed. This AGREEMENT is subject to the following terms and conditions:

- 1.0 **Eligible PRODUCTS** shall be only those PRODUCTS detailed in this agreement.
 - 1.1 PRODUCTS must be in normal operating conditions and environments.
 - 1.2 PRODUCTS will only be serviced at the location for which this AGREEMENT has been written.
 - 1.3 Before this AGREEMENT may be accepted by COMPANY, requested PRODUCTS may be subject to an inspection by COMPANY.
- 2.0 **Covered SERVICE expenses** shall be for only those PRODUCTS covered by this AGREEMENT. COMPANY shall provide service, including all labor and mileage during NORMAL BUSINESS HOURS, unless otherwise specified. SERVICE and parts necessitated by accident, misuse, fire, water, vandalism, utilization of attachments or supplies not approved by COMPANY, natural disaster and/or to PRODUCTS where repairs were made or attempted by any person who is not an authorized representative of COMPANY are not covered by this AGREEMENT. Materials used in the service of PRODUCTS under this AGREEMENT are furnished on an exchange basis. Replacement parts, at the sole discretion of COMPANY, will be new or refurbished parts of equal quality. Replaced parts become the property of COMPANY.
 - 2.1 **Copier, Printer and Facsimile Products.** COMPANY shall provide all parts except copy drums, unless otherwise specified. Scheduled maintenance will be provided by COMPANY at recommended intervals. CUSTOMER is responsible for the cost of supplies used in the performance of SERVICE. Supplies must be at the location of PRODUCTS, or ordered by CUSTOMER, as the SERVICE is scheduled. CUSTOMER agrees to designate and make available a Key Operator who will be responsible for properly operating PRODUCTS and fulfilling the responsibilities of the Key Operator as set forth in the operator guide. COMPANY may suggest a replacement Key Operator be assigned when said responsibilities are not being adequately fulfilled. Key Operators and replacement Key Operators shall be trained by COMPANY.
 - 2.2 **Computer Terminal and Related Peripheral Products.** COMPANY shall provide SERVICE to computer hardware related PRODUCTS as outlined herein. Such PRODUCTS may include CPUs, Network Hubs, Laser Printers, Modems, Monitors, Disk Drives and Scanners. AGREEMENT does not include any network or non-network cabling.
 - 2.3 COMPANY will provide SERVICE as described herein. COMPANY will provide all necessary parts except for those which are consumable, including, but not limited to, supply items such as protective covers, toner, developer and paper, unless otherwise specified.
 - 2.4 **Software.** AGREEMENT does not include any software, software restoration or software training. CUSTOMER is responsible for reconstruction of lost or altered files, data or programs and for the security of its proprietary, confidential and classified information.
 - 2.5 **Equipment Leases.** AGREEMENT does not provide for any loaner, or substitute equipment while PRODUCT is not operating.
 - 2.6 **Isolated Line.** In the event COMPANY determines that CUSTOMER will need an isolated line for the PRODUCTS, CUSTOMER shall be solely liable for installing and utilizing an isolated line. Not properly utilizing an isolated line in such case shall void any warranty of any nature, hereunder.
- 3.0 **Charges for SERVICE** shall be included under this AGREEMENT, unless exceptions are herein noted. Additional charges, if necessary, will be billed at COMPANY's appropriate rate(s) for similar PRODUCTS in similar time parameters.
 - 3.1 COMPANY shall have prompt access to the PRODUCTS, subject to CUSTOMER'S security requirements. Failure to provide timely access, resulting in excessive expenditure of time and necessary travel expenses will result in additional charges.
 - 3.2 Charges for Service Calls on equipment not covered by this AGREEMENT will be billed to CUSTOMER.
 - 3.3 Charges for Service Calls for PRODUCTS that result from misuse of PRODUCTS, interfaces with PRODUCTS installed by CUSTOMER, operator error, software problems, telephone equipment problems, use of non-approved or improper supplies, or which are disqualified in accordance with Section 2.0 of this document, will be billed to CUSTOMER.
 - 3.4 Any and all SERVICE performed during non-NORMAL BUSINESS HOURS will be billed at the premium rate for such type SERVICE calls, unless otherwise specified.
 - 3.5 Charges are due, in full, on the latter of either the first day of the agreement period or Net 10 days WAC from the date of invoice. CUSTOMER is responsible for all applicable taxes.
 - 3.6 In the event CUSTOMER defaults on its payments hereunder to COMPANY, all services and supplies provided by COMPANY during the period covering the default shall be automatically adjusted to COMPANY'S then prevailing rates.
 - 3.7 Customer agrees that company may increase the Minimum Billing and/or Excess Per Print Charge each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Billing and/or Excess Per Print Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.
- 4.0 **The term of this AGREEMENT** shall be for one full calendar year or as designated on the face of this AGREEMENT.
 - 4.1 Customer agrees to notify Lewan and Associates, Inc. immediately of additional equipment at Customer site(s) capable of using Lewan provided supplies per this Cost Per Print Agreement. Customer agrees to pay for or return supplies received in excess of 10% of normal supply usage associated with the agreed print volume, measured annually.
 - 4.2 Connected equipment will be covered only up to the computer/network connection unless otherwise specified.
 - 4.3 The Agreement shall be automatically renewed for a similar term, at prevailing prices, unless written notice of cancellation is received, by either party, 30 days prior to the end of the current term. Should customer request to cancel the agreement at some other time, customer agrees to pay the greater of time and material charges for services actually performed, priced at the then prevailing rates or liquidated damages equal to the total minimum monthly billing times 6.
 - 4.4 CUSTOMER agrees that should they have any past due balances with COMPANY for any reason, service under this AGREEMENT will be suspended until such past due balances have been satisfied.
- 5.0 **Exclusion to the AGREEMENT**
 - 5.1 SERVICE obligations hereunder provided by COMPANY are contingent upon the proper use of the PRODUCTS and do not apply to any PRODUCT which has been modified by a third party without the consent of the COMPANY.
 - 5.2 SERVICE obligations hereunder provided by COMPANY do not apply to any PRODUCT which has been subjected to unusual physical / electrical shock or stress. AGREEMENT does not include diagnosis, repair, or replacement parts for failures caused by viruses.
 - 5.3 SERVICE obligations hereunder provided by COMPANY do not apply to failures or malfunctions, of any kind, caused directly or indirectly by Year 2000 issues, as it is commonly understood, nor any leap-year function.
 - 5.4 CUSTOMER is responsible for the selection and use of operating supplies and accessories, and/or electrical work external to the PRODUCTS that may be needed to ensure PRODUCTS suitable operation. COMPANY shall not be responsible for providing paint or supplies used to refinish PRODUCTS under this AGREEMENT.
 - 5.5 COMPANY shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of SERVICE resulting from acts of God, civil or military catastrophe, transportation delays, inability to obtain parts or materials from suppliers, or any other situation beyond COMPANY'S reasonable control.
 - 5.6 CUSTOMER is solely responsible for the compatibility of non-covered equipment with [covered] PRODUCTS. CUSTOMER, at request of COMPANY for SERVICE needs, is solely responsible for the disconnection and re-attachment of non-covered equipment from/to [covered] PRODUCTS.
 - 5.7 AGREEMENT does not include installation of options or peripherals to PRODUCT, that are purchased during the course of the AGREEMENT.
 - 5.8 If any problem or failure is determined to not be related to the copier printer or hardware interface, any service performed by COMPANY shall be billed at COMPANY'S then current service rates.
 - 5.9 Other exclusions as contained in individual sections of this AGREEMENT.
- 6.0 **Limitations of Remedies and Liability**
 - 6.1 The Warranty of Good Workmanship is the only warranty offered by COMPANY. COMPANY specifically disclaims all other warranties, of any nature or source, including without limitation the implied warranties of merchantability and fitness for a particular purpose.
 - 6.2 No obligation or liability shall grow out of COMPANY rendering technical or other advice in connection with the service rendered.
 - 6.3 COMPANY'S entire liability and CUSTOMER'S sole and exclusive remedy, resulting from any damages whatsoever, shall be limited to the total charges paid for service under this agreement.
 - 6.4 In providing service and materials hereunder, COMPANY shall not be liable for loss of use or for special, incidental or any consequential damages of any kind. In no event will COMPANY be responsible for loss of data, loss of stored memory, loss of use of equipment or productivity, lost profits, cost for substitute equipment or other downtime costs for any reason. COMPANY shall likewise not be responsible for damage caused by CUSTOMER'S negligence or intentional misconduct. These exclusions shall apply even if CUSTOMER'S sole and exclusive remedy hereunder fails for any reason.
- 7.0 **General**
 - 7.1 No modification or amendment of this AGREEMENT will be binding on either party of this AGREEMENT unless in writing and signed by an officer of each party.
 - 7.2 This AGREEMENT is not assignable by CUSTOMER.
 - 7.3 This AGREEMENT contains the entire agreement between CUSTOMER and COMPANY. No representations, inducements, promises, negotiations or otherwise, not contained herein, shall be of any force or effect.
 - 7.4 This AGREEMENT supersedes all prior AGREEMENTS for specific PRODUCTS described herein.
 - 7.5 CUSTOMER acknowledges that CUSTOMER has read this AGREEMENT, understands it, and agrees to be bound by its terms and conditions.
 - 7.6 This AGREEMENT shall be governed by and construed according to the laws of the State Of New Mexico.
 - 7.7 **Equal Opportunity Policy**

COMPANY is an equal opportunity employer whose policy is that no person shall be discriminated against in employment because of race, age, religion, sex, national origin, physical handicap or veteran status. All provisions of Executive order 11246 of September 24, 1965, including section 202 thereof, relating to the equal opportunity, as well as all requirements under 41 CFR, part 60-250 and 741 relating to Affirmative Action Clauses for Handicapped Workers and Disabled Veterans and Veterans of the Vietnam era, and all implementing rules and regulations of the Secretary of Labor are incorporated hereunder by reference.

IMAGING CONCEPTS

OF NEW MEXICO

More than you expect... Guaranteed

ALBUQUERQUE
 8600 Pan American Freeway NE
 Albuquerque, NM 87113
 (505) 828-COPY (2679)
 Fax (505) 828-1115

www.imagingconceptsnm.com

COST PER PRINT AGREEMENT

SANTA FE
 2000 St. Michael's Drive
 Santa Fe, NM 87501
 (505) 424-1500
 Fax (505) 424-3100

CUSTOMER <i>Santa Fe Cty - Ref 3</i>			SHIP TO CUSTOMER NO. <i>A0874</i>	BILL TO CUSTOMER NO. <i>A0813</i>	BR <i>19</i>	DIV <i>83</i>	CPP <i>9212</i>	
SERVICES ADDRESS			PHONE	BILLING ADDRESS			TERMS NET 10 DAYS WAC	
CITY			CONTACT <i>Deana</i>	CITY			PROGRAM	REVIEW
STATE ZIP			S/T CODE	S/T RATE	INM REPRESENTATIVE <i>Deana</i>		NO. <i>950</i>	E.B. DATE
CUSTOMER PURCHASE ORDER NO. <i>Deana Serna</i>			CUSTOMER E-MAIL ADDRESS					

Imaging Concepts of New Mexico, Inc. agrees to provide supplies and services for the operation of the equipment detailed below at the respective per print charges with an effective start date of *6/30/10*. The term of this agreement is *12* months. Please see attached Schedule A for additional Equipment Detail.

Product Code Description	Serial Number Location/Exp Code	Beginning Meter	Minimum prints per Billing Cycle	Per Print Charge	Minimum Billing	Excess per print charge
<i>510-AR205</i>	<i>96508828</i>	<i>168733</i>	<i>24,000</i>		<i>225.80</i>	
Memo <i>T4043</i>						
Schedule A:					\$	
Sub Totals:					\$	
Sales Tax Code: _____ Tax Rate %: <i>8.1875</i>					\$	<i>18.49</i>
Total:					\$	<i>244.29</i>

Billing Cycle Preferences (In Advance) (Circle One): Monthly Quarterly Semi-Annually **Annually**

Excess print Billing Preference (Circle One): Monthly Quarterly Semi-Annually

SUPPLIES* included in this agreement *all supplies except paper & staples*

SERVICE included in this agreement *parts & labor*

Imaging Concepts of New Mexico, Inc., reserves the right of immediate unwritten cancellation of this Agreement in the event that the payment terms are not honored by the customer as agreed. If invoices are unpaid and overdue, the customer agrees to pay INM's cost and expenses of collections, including the maximum attorney's fees permitted by law. Payment Terms: Net 10 Days (WAC).

It is agreed that the supplies furnished through this Agreement will be used solely in the equipment listed above or in schedule A, and failure to abide by these terms will result in breach of this Agreement

Supply shipments will be limited to customer's 60 day needs, as determined by customer volume and manufacturer's yields.

It is agreed that INM may bill, and customer will pay, meter invoices based upon meter estimates, as long as the meter estimate does not exceed the actual meter by more than 10%.

Machines will be moved at a standard charge of \$95.00 per machine per move.

The service portion of this agreement specifically excludes parts, including drums, and labor which are necessary to repair a machine damaged by misuse, abuse, negligence or acts of God. Service will be rendered in accordance with the terms and conditions as set forth herein and on the reverse side hereof, which the CUSTOMER acknowledges having read and accepted.

Sales tax shall apply to all charges.

ACCEPTANCE:
Katherine Miller
 Imaging Concepts of New Mexico, Inc.
Admin *9-8-10*
 Title Date

Katherine Miller, County Manager
 Customer Printed Name Title
Katherine Miller *9.24.10*
 Customer Signature Date
See attach Santa Fe Co Agreement # 2011-0082
for addl terms & conds 30/10
 (Cost per Print Agreement becomes effective only after acceptance by Service Manager)

Service manager Date

IMAGING CONCEPTS OF NEW MEXICO, INC. COST PER PRINT AGREEMENT

TERMS AND CONDITIONS

Under this agreement, Imaging Concepts of New Mexico, Inc., hereinafter referred to as the COMPANY, will provide all labor, parts and materials that it deems appropriate and necessary to maintain in good operating condition those covered equipment items, hereinafter referred to as PRODUCTS, which are covered by this AGREEMENT. The SERVICE shall include the diagnosis and correction of PRODUCT malfunctions and failures. All SERVICE is performed during the NORMAL BUSINESS HOURS of Monday through Friday, 8:00am to 5:00pm, local observed holidays excluded, unless otherwise amended in this document. Purchaser, hereinafter referred to as the CUSTOMER, is responsible for providing access to the PRODUCTS and to be sure that a representative is present at all times when SERVICE is being performed. This AGREEMENT is subject to the following terms and conditions:

- 1.0 **Eligible PRODUCTS** shall be only those PRODUCTS detailed in this agreement.
 - 1.1 PRODUCTS must be in normal operating conditions and environments.
 - 1.2 PRODUCTS will only be serviced at the location for which this AGREEMENT has been written.
 - 1.3 Before this AGREEMENT may be accepted by COMPANY, requested PRODUCTS may be subject to an inspection by COMPANY.
- 2.0 **Covered SERVICE expenses** shall be for only those PRODUCTS covered by this AGREEMENT. COMPANY shall provide service, including all labor and mileage during NORMAL BUSINESS HOURS, unless otherwise specified. SERVICE and parts necessitated by accident, misuse, fire, water, vandalism, utilization of attachments or supplies not approved by COMPANY, natural disaster and/or to PRODUCTS where repairs were made or attempted by any person who is not an authorized representative of COMPANY are not covered by this AGREEMENT. Materials used in the service of PRODUCTS under this AGREEMENT are furnished on an exchange basis. Replacement parts, at the sole discretion of COMPANY, will be new or refurbished parts of equal quality. Replaced parts become the property of COMPANY.
 - 2.1 **Copier, Printer and Facsimile Products.** COMPANY shall provide all parts except copy drums, unless otherwise specified. Scheduled maintenance will be provided by COMPANY at recommended intervals. CUSTOMER is responsible for the cost of supplies used in the performance of SERVICE. Supplies must be at the location of PRODUCTS, or ordered by CUSTOMER, as the SERVICE is scheduled.
 - 2.1.1 CUSTOMER agrees to designate and make available a Key Operator who will be responsible for properly operating PRODUCTS and fulfilling the responsibilities of the Key Operator as set forth in the operator guide. COMPANY may suggest a replacement Key Operator be assigned when said responsibilities are not being adequately fulfilled. Key Operators and replacement Key Operators shall be trained by COMPANY.
 - 2.2 **Computer Terminal and Related Peripheral Products.** COMPANY shall provide SERVICE to computer hardware related PRODUCTS as outlined herein. Such PRODUCTS may include CPUs, Network Hubs, Laser Printers, Modems, Monitors, Disk Drives and Scanners. AGREEMENT does not include any network or non-network cabling.
 - 2.3 COMPANY will provide SERVICE as described herein. COMPANY will provide all necessary parts except for those which are consumable, including, but not limited to, supply items such as protective covers, toner, developer and paper, unless otherwise specified.
 - 2.4 **Software.** AGREEMENT does not include any software, software restoration or software training. CUSTOMER is responsible for reconstruction of lost or altered files, data or programs and for the security of its proprietary, confidential and classified information.
 - 2.5 **Equipment Loaners.** AGREEMENT does not provide for any loaner, or substitute equipment while PRODUCT is not operating.
 - 2.6 **Isolated Line.** In the event COMPANY determines that CUSTOMER will need an isolated line for the PRODUCTS, CUSTOMER shall be solely liable for installing and utilizing an isolated line. Not properly utilizing an isolated line in such case shall void any warranty, of any nature, hereunder.
- 3.0 **Charges for SERVICE** shall be included under this AGREEMENT, unless exceptions are herein noted. Additional charges, if necessary, will be billed at COMPANY's appropriate rate(s) for similar PRODUCTS in similar time parameters.
 - 3.1 COMPANY shall have prompt access to the PRODUCTS, subject to CUSTOMER'S security requirements. Failure to provide timely access, resulting in excessive expenditure of time and necessary travel expenses will result in additional charges.
 - 3.2 Charges for Service Calls on equipment not covered by this AGREEMENT will be billed to CUSTOMER.
 - 3.3 Charges for Service Calls for PRODUCTS that result from misuse of PRODUCTS, interfaces with PRODUCTS installed by CUSTOMER, operator error, software problems, telephone equipment problems, use of non-approved or improper supplies, or which are disqualified in accordance with Section 2.0 of this document, will be billed to CUSTOMER.
 - 3.4 Any and all SERVICE performed during non-NORMAL BUSINESS HOURS will be billed at the premium rate for such type SERVICE calls, unless otherwise specified.
 - 3.5 Charges are due, in full, on the latter of either the first day of the agreement period or Net 10 days WAC from the date of invoice. CUSTOMER is responsible for all applicable taxes.
 - 3.6 In the event CUSTOMER defaults on its payments hereunder to COMPANY, all services and supplies provided by COMPANY during the period covering the default shall be automatically adjusted to COMPANY'S then prevailing rates.
 - 3.7 Customer agrees that company may increase the Minimum Billing and/or Excess Per Print Charge each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Billing and/or Excess Per Print Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.
- 4.0 **The term of this AGREEMENT** shall be for one full calendar year or as designated on the face of this AGREEMENT.
 - 4.1 Customer agrees to notify Lewan and Associates, Inc. immediately of additional equipment at Customer site(s) capable of using Lewan provided supplies per this Cost Per Print Agreement. Customer agrees to pay for or return supplies received in excess of 10% of normal supply usage associated with the agreed print volume, measured annually.
 - 4.2 Connected equipment will be covered only up to the computer/network connection unless otherwise specified.
 - 4.3 The Agreement shall be automatically renewed for a similar term, at prevailing prices, unless written notice of cancellation is received, by either party, 30 days prior to the end of the current term. Should customer request to cancel the agreement at some other time, customer agrees to pay the greater of time and material charges for services actually performed, priced at the then prevailing rates or liquidated damages equal to the total minimum monthly billing times 6.
 - 4.4 CUSTOMER agrees that, should they have any past due balances with COMPANY for any reason, service under this AGREEMENT will be suspended until such past due balances have been satisfied.
- 5.0 **Exclusion to the AGREEMENT**
 - 5.1 SERVICE obligations hereunder provided by COMPANY are contingent upon the proper use of the PRODUCTS and do not apply to any PRODUCT which has been modified by a third party without the consent of the COMPANY.
 - 5.2 SERVICE obligations hereunder provided by COMPANY do not apply to any PRODUCT which has been subjected to unusual physical / electrical shock or stress. AGREEMENT does not include diagnosis, repair, or replacement parts for failures caused by viruses.
 - 5.3 SERVICE obligations hereunder provided by COMPANY do not apply to failures or malfunctions, of any kind, caused directly or indirectly by Year 2000 issues, as it is commonly understood, nor any leap-year function.
 - 5.4 CUSTOMER is responsible for the selection and use of operating supplies and accessories, and/or electrical work external to the PRODUCTS that may be needed to ensure PRODUCTS suitable operation. COMPANY shall not be responsible for providing paint or supplies used to refinish PRODUCTS under this AGREEMENT.
 - 5.5 COMPANY shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of SERVICE resulting from acts of God, civil or military catastrophe, transportation delays, inability to obtain parts or materials from suppliers, or any other situation beyond COMPANY'S reasonable control.
 - 5.6 CUSTOMER is solely responsible for the compatibility of non-covered equipment with [covered] PRODUCTS. CUSTOMER, at request of COMPANY for SERVICE needs, is solely responsible for the disconnection and re-attachment of non-covered equipment from/to [covered] PRODUCTS.
 - 5.7 AGREEMENT does not include installation of options or peripherals to PRODUCT, that are purchased during the course of the AGREEMENT.
 - 5.8 If any problem or failure is determined to not be related to the copier printer or hardware interface, any service performed by COMPANY shall be billed at COMPANY'S then current service rates.
 - 5.9 Other exclusions as contained in individual sections of this AGREEMENT
- 6.0 **Limitations of Remedies and Liability**
 - 6.1 The Warranty of Good Workmanship is the only warranty offered by COMPANY. COMPANY specifically disclaims all other warranties, of any nature or source, including without limitation the implied warranties of merchantability and fitness for a particular purpose.
 - 6.2 No obligation or liability shall grow out of COMPANY rendering technical or other advice in connection with the service rendered.
 - 6.3 COMPANY'S entire liability and CUSTOMER'S sole and exclusive remedy, resulting from any damages whatsoever, shall be limited to the total charges paid for service under this agreement.
 - 6.4 In providing service and materials hereunder, COMPANY shall not be liable for loss of use or for special, incidental or any consequential damages of any kind. In no event will COMPANY be responsible for loss of data, loss of stored memory, loss of use of equipment or productivity, lost profits, cost for substitute equipment or other downtime costs for any reason. COMPANY shall likewise not be responsible for damage caused by CUSTOMER'S negligence or intentional misconduct. These exclusions shall apply even if CUSTOMER'S sole and exclusive remedy hereunder fails for any reason.
- 7.0 **General**
 - 7.1 No modification or amendment of this AGREEMENT will be binding on either party of this AGREEMENT unless in writing and signed by an officer of each party.
 - 7.2 This AGREEMENT is not assignable by CUSTOMER.
 - 7.3 This AGREEMENT contains the entire agreement between CUSTOMER and COMPANY. No representations, inducements, promises, negotiations or otherwise, not contained herein, shall be of any force or effect.
 - 7.4 This AGREEMENT supersedes all prior AGREEMENTS for specific PRODUCTS described herein.
 - 7.5 CUSTOMER acknowledges that CUSTOMER has read this AGREEMENT, understands it, and agrees to be bound by its terms and conditions.
 - 7.6 This AGREEMENT shall be governed by and construed according to the laws of the State Of New Mexico.
 - 7.7 **Equal Opportunity Policy**

COMPANY is an equal opportunity employer whose policy is that no person shall be discriminated against in employment because of race, age, religion, sex, national origin, physical handicap or veteran status. All provisions of Executive order 11246 of September 24, 1965, including section 202 thereof, relating to the equal opportunity, as well as all requirements under 41 CFR, part 80-250 and 741 relating to Affirmative Action Clauses for Handicapped Workers and Disabled Veterans and Veterans of the Vietnam era, and all implementing rules and regulations of the Secretary of Labor are incorporated hereunder by reference.