

**ADDENDUM TO IMAGING CONCEPTS'
COST PER PRINT AGREEMENT (Renewal)**

THIS ADDENDUM to Imaging Concepts of New Mexico, Inc.'s Cost Per Print Agreement (Renewal) is made and entered into this ~~FIRST~~ day of JULY, 2013 by and between the County of Santa Fe, hereinafter referred to as the "County" and Imaging Concepts, Inc., PO Box 93370, Albuquerque, NM 87199-3370, hereinafter referred to as "Imaging Concepts."

WHEREAS, the County has procured as a small purchase three (3) items of office equipment from Imaging Concepts: a Sharp 27PPM Copier SHA-ARM277/SN35040748; a Sharp Fax machine SHA-F0DC635U/SN67101133; and a Sharp Digital Copier SHA-AR205/SN96508828;

WHEREAS, the County wishes to extend its use of the equipment and Imaging Concepts has provided the pricing for continued service and maintenance and the Terms and Conditions of Imaging Concept's Cost Per Print Agreement (Renewal) for each item of office equipment, as attached hereto;

WHEREAS, certain Terms and Conditions of the Imaging Concept Cost Per Print Agreement (Renewal) are inapplicable or are unacceptable to the County because they are inconsistent or contrary to New Mexico law or procedures of Santa Fe County;

WHEREAS, the County and Imaging Concepts desire to enter into the Cost Per Print Agreement (Renewal) for each item of office equipment subject to modified terms and conditions as provided in this Addendum;

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into Imaging Concepts' Cost Per Print Agreement (Renewal) for each item of equipment specified above, as if fully set forth therein.

Paragraph 2.8 is deleted in its entirety and replaced with:

- 2.8 Charges are due no later than thirty (30) days net from the date of invoice. Customer is responsible for any applicable taxes. In the event Customer fails to tender payment within thirty (30) days from invoice, Customer shall pay late payment charges of one and one-half percent (1.5%) per month until the amount due is paid in full. In the event Customer defaults on its payments hereunder to Company, services and supplies provided by Company during the period covering the default shall not exceed the rates and prices stated on the Cost Per Print Agreement (Renewal).

Paragraph 4.0 is deleted in its entirety and replaced with the following:

- 4.0 No provision of the Cost Per Print Agreement, or these Terms and Conditions of the Agreement, modifies or waives any sovereign immunity or limitation of liability enjoyed by the Customer Santa Fe County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

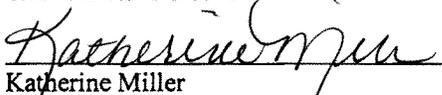
Paragraph 6.1 and 6.2 are deleted in their entirety and replaced with:

6.1 Each Cost Per Print Agreement (Renewal) for each item of equipment is effective from July 1, 2013 to June 30, 2014. There shall be no pre-payment of services and no automatic renewal of the term of the Cost Per Print Agreement (Renewal). Customer may terminate the Cost Per Print Agreement (Renewal) for each item of equipment for any reason including non-appropriation of funds upon ten (10) days notice to Company. In the event of termination, Customer shall pay costs for equipment and services performed by Company prior to the date of termination but shall not be liable for any equipment costs or services performed after the effective date of termination.

Paragraph 7.0 is amended by inserting the clause "To the extent allowed by New Mexico law," to the beginning of the first sentence.

Paragraph 8.5 is amended by deleting the phrase "pursuant to Commercial Mediation Rules before resorting to arbitration."

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

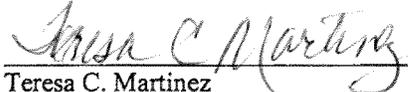
8.5.13
Date

APPROVED AS TO LEGAL FORM:


Stephen C. Ross
Santa Fe County Attorney

July 23, 2013
Date

FINANCE DEPARTMENT APPROVAL:


Teresa C. Martinez
Santa Fe County Finance Director

7/30/13
Date

IMAGING CONCEPTS OF NEW MEXICO, INC.


Signature
KENNETH R. LONG, VP, COO
Print Name and Title

25 JULY 2013
Date

POBox 93370
 Albuquerque, New Mexico
 87199-3370
 505.828.2879



A Xerox Company

COST PER PRINT AGREEMENT

MONTHLY & QUARTERLY

ALBUQUERQUE

SANTA FE

CUSTOMER NAME SANTA FE CTY - REG 3			SHIP TO CUSTOMER AOB74			BILL TO CUSTOMER AOG13			CPP 8791 renewal		
SERVICE ADDRESS						BILLING ADDRESS					
CITY		STATE		ZIP CODE		CITY		STATE		ZIP CODE	
CUSTOMER KEY CONTACT PRINTED NAME						CUSTOMER PHONE			TERMS NET 10 DAYS WAC		
CUSTOMER KEY CONTACT EMAIL ADDRESS						CUSTOMER PURCHASE ORDER NUMBER					
ICM REPRESENTATIVE 1 NO.				ICM REPRESENTATIVE 2 NO.							

AGREEMENT PRICING:		BEGINNING METER	MONTH BASE	+	(MINIMUM COPIES / MONTH)	X	IMAGE RATE	=	MINIMUM BILLING / MONTH	QTRLY / IMAGE OVERAGE CHARGE
1	SHA-FQDC635U SERVICE ONLY	67101133 T2307	\$15.91						\$15.91	
2									\$0.00	
3									\$0.00	
BASE SUBTOTAL:			\$15.91	SUBTOTAL:		\$15.91				
SALES TAX TOTAL:				ESTIMATED TOTAL MINIMUM BILLING / BILLING CYCLE:				PLUS EXCESS PER COPY/PRINT CHARGE		

AGREEMENT TERM:
 EFFECTIVE START DATE OF THIS AGREEMENT: 7/1/13 - 06/30/14
 TERM OF THIS AGREEMENT: 12 MOS 24 MOS 36 MOS 48 MOS 60 MOS

METER SUBMISSION METHOD:
 FMAUDIT PRINT TRACKER OTHER svr only - no meters

INVOICE OPTION: (CHOOSE ONLY ONE)
 BY INVOICE MAILED TO BILLING ADDRESS (Above)
 BY SPREADSHEET eMAILED TO AP DEPT AT _____

NO HASSLE eMETERING NOTICE
 This Agreement offers monthly base billing and quarterly overage billing based on data collected on my network by eMetering Application. As new devices are discovered on my network they will be automatically included under this Agreement.

TERMS AND CONDITIONS:

Under this Cost Per Print Agreement (the "Agreement"), Imaging Concepts of New Mexico, Inc., (the "Company") will provide all toner, developer, and drums ("Supplies") and all labor, parts, and materials that it deems appropriate and necessary to maintain in good operating condition those covered imaging devices which are listed above and/or on Schedule A and/or on Schedule B (if attached and signed by both parties) ("Product"). The Statement of Work associated with this Agreement is hereby incorporated by reference. Service shall include the diagnosis and correction of Product malfunctions and failures, as well as preventive maintenance, from time-to-time, as deemed necessary by the Company ("Service," and "Services"). All Service shall be performed during the normal business hours of Monday through Friday, 8:00AM to 5:00PM, local observed holidays excluded (the "Normal Business Hours"), unless otherwise set forth in this Agreement. This Agreement bills base amounts each month and overages quarterly. This Agreement is two pages; this first page is referred to as the "Cover Page." The Terms and Conditions continue on a second page, the "Back Page" and are an integral part of this Agreement, which Customer, named above, hereby acknowledges having read and accepted.

ACCEPTANCE:

Imaging Concepts of New Mexico, Inc.		Imaging Concepts of New Mexico, Inc.	
Sales Printed Name	_____	CPP Manager Printed Name	_____
Date	_____	Date	_____

Customer Authorized Signature
 Katherine Miller
 Customer Printed Name
 County Manager
 Title
 8.5.13
 Date

NOTE: COST PER PRINT AGREEMENT BECOMES EFFECTIVE ONLY AFTER SIGNED ACCEPTANCE BY CUSTOMER AND CPP MANAGER.

Approved as to form
 Santa Fe County Attorney
 By:
 Date: 7/1/13

Imaging Concepts' Cost Per Print Agreement

CPP#8791 renewal

This page is referred to as the "Back Page" of this Agreement. The Terms and Conditions printed on this Back Page as well as on the Cover Page are an integral part of this Agreement, which Customer hereby acknowledges having read and accepted. This Agreement is subject to these Terms and Conditions:

1.0 SERVICE AND SUPPLIES

- 1.1 Products must be used only in operating conditions and environments that are usual and customary for products of this type and will only be serviced at Customer's location as detailed in the Customer Information section on the Cover Page of this Agreement. It is understood that the term "Products" does not include: (a) computer related equipment, including but not limited to, CPUs, hubs, routers, switches, and modems, or accessories to Products; (b) any network or non-network cabling; (c) costs to install options or peripherals that are purchased during the term of this Agreement; or (d) any other component or item not specifically set forth in the Cover Page or on any Schedule of this Agreement.
- 1.2 Services provided by the Company shall include the cost, unless otherwise excluded, of all labor, parts, toner, developer, drums and materials which become necessary through normal wear and tear and the usual and customary use of the Products. All costs (including those aforementioned) necessitated in whole or in part by accident, misuse, abuse, theft, vandalism, fire, water, freezing, air-borne contaminants, physical shock, electrical shock, stress, acts of God, natural disaster, operator error, neglect, or the use of supplies or attachments not approved in writing by the Company, or the unauthorized repair of Products by persons who are not authorized by the Company, or the unauthorized installation of an interface with, or modification of Product, shall be the Customer's responsibility.
- 1.3 Service does NOT include: (a) software, software restoration, or software training; (b) repairs for damage resulting from a Product being relocated by any party other than the Company; (c) repairs for damage resulting from any failure of Customer's obligations under the Product lease (including, but not limited to, failing to have at all times a properly-installed, Company-approved surge protector attached to each Product; (d) removal of Product's hardware at agreement term; (e) diagnosis or repair or replacement parts for failures caused by viruses or third-party hardware devices, and; (f) any substitute equipment while Product is being serviced. Additional charges for incidental expenses such as technician parking or shipment of supplies will apply and be invoiced monthly.
- 1.4 Customer acknowledges that, although there may be a separate financing agreement for Products, this Agreement is only for the Service, Supplies, parts, and labor described herein and is solely between Customer and the Company.
- 1.5 Before Service can be provided (and Product included under the Agreement), each Product may be subject, at the Company's sole discretion, to inspection by the Company.
- 1.6 Replaced parts, materials and Product covered under this Agreement are furnished on an exchange basis. Company reserves the right to replace a Product in its entirety if service demands so dictate. Replacement parts, materials and Product, at the sole discretion of Company, will be new or refurbished, of equal or better quality. Upon exchange, replaced parts, materials and Product become the property of Company.
- 1.7 The Company shall provide all necessary copier, printer, and facsimile parts for Products unless expressly set forth otherwise in this Agreement. Customer agrees to the use of non-OEM parts and supplies when available. Request for OEM supplies when non-OEM are available will result in an upcharge to Customer.
- 1.8 Unless agreed upon in writing, any and all Services performed outside Normal Business Hours will be billed at the Company's prevailing after-hours rates. Similarly, charges for non-covered services requested by Customer shall be billed to Customer at the Company's prevailing time-and-materials rates.

2.0 CUSTOMER RESPONSIBILITY

- 2.1 DURING AND/OR AFTER THE TERM OF THIS AGREEMENT: (a) CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ITS OWN DATA, FOR ASSURING THE EXISTENCE OF A VIABLE BACK-UP OF ALL DATA, AND FOR RECONSTRUCTION OF LOST OR ALTERED FILES, DATA OR PROGRAMS, and; (b) CUSTOMER IS RESPONSIBLE (AND COMPANY ASSUMES NO LIABILITY) FOR THE SECURITY OF CUSTOMER'S PROPRIETARY, CONFIDENTIAL AND CLASSIFIED INFORMATION, INCLUDING WITHOUT LIMITATION, LATENT DOCUMENT AND IMAGE DATA STORED ON HARDDRIVES.
- 2.2 For Service to be performed, Customer shall assure adequate consumables are at the Product site at the expected time of Service. Shipments of Supplies shall be limited to Customer's stock (90) day need, as determined by Customer volume and manufacturer yields. It is agreed that Supplies furnished under this Agreement will be used only in eligible, contracted Products.
- 2.3 Customer is responsible, at the request of the Company, for providing a dedicated electrical circuit to the Products suitable to the Products' proper operation. Failure to use a dedicated electrical circuit, when so requested by the Company, shall void any product warranty.
- 2.4 Customer is responsible for the compatibility with Products of Customer-installed, equipment not covered by this Agreement. Customer, upon request by the Company for the purpose of providing Service, is solely responsible for the disconnection (and re-attachment) of equipment not covered by this Agreement from (to) Products.
- 2.5 Customer agrees to designate and make available a key operator (the "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. Key Operators shall be trained by the Company. Customer is responsible for providing prompt access to Products and maintaining a Customer representative present at all times while Service is being performed. Failure to provide timely access to Products may result in additional charges.
- 2.6 Base amounts under this Agreement are billed monthly; overages are billed quarterly. Customer agrees to the installation on their network of an eMetering application to be used for the automatic collection of image meters on each of their image devices. It is agreed that images created by Company personnel are necessary for Customer training and the proper Service of equipment and are included in the total meter counts as Customer images. Contracts which do not include an eMetering application will be subject to a monthly Manual Meter Charge.
- 2.7 Customer agrees to pay for or return non-charged Supplies received under this Agreement that are in excess of ten percent (10%) of the normal supply usage associated with the agreed print volume, measured annually, for Product.
- 2.8 WAC. Customer agrees to pay invoices when due. Invoice terms are NET 10. In the event that Customer is more than thirty (30) days past due on any invoice(s), then Service and Supplies may be suspended until such time as all past due balances and current invoices are paid. In the event that Customer becomes delinquent on any payments, all charges for Services and Supplies provided by the Company, if any (during the period covering the delinquency) shall be automatically adjusted to the Company's then-prevailing, non-contract service and supply rates. Customer agrees to pay all collection fees, attorneys' fees, and court costs, permitted by law, incurred by Company in enforcing the terms of this Section 2.8.
- 2.9 Customer agrees that the Company may increase the MONTHLY BASE, IMAGE RATE, and/or QUARTERLY PER COPY OVERAGE CHARGE as agreed to by the Parties and set forth on the Cover Page of this Agreement once each year while this Agreement is in effect by an amount not to exceed fifteen percent (15%) of the MONTHLY BASE, IMAGE RATE, and/or QUARTERLY PER COPY OVERAGE CHARGE in effect at the end of the prior term or the maximum percentage permitted by law, whichever is lower.
- 2.10 Customer agrees to notify the Company by email, as soon as is reasonably possible, of any Product which should be deleted from Agreement and/or, of any new/additional equipment placed in service by the Customer which is capable of using Company-provided Supplies under this Agreement. As new devices are discovered on Customer's network by eMetering they will be automatically included under this Agreement. Company reserves the right to review MONTHLY BASE and IMAGE RATE, however, as well as Customer's credit, should Product or volumes increase more than 25% over originally contracted Product or volumes.

3.0 WARRANTIES AND LIMITATION OF LIABILITY

- 3.1 THE COMPANY WARRANTS THAT ALL SERVICES WILL BE FREE FROM DEFECTS IN WORKMANSHIP AT THE TIME OF PERFORMANCE. THE COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY NATURE OR SOURCE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.2 THE COMPANY'S TOTAL LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE WHETHER SOLE OR CONCURRENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR SUPPLIES HEREUNDER SHALL NOT EXCEED THE COST PAID BY THE CUSTOMER FOR THE SERVICES OR SUPPLIES WHICH GIVES RISE TO THE CLAIM. THE REMEDIES SET FORTH IN THIS SECTION 3 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.
- 3.3 IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES INCURRED BY CUSTOMER OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF ANTICIPATED PROFITS, COSTS OF DOWNTIME, OR FOR SUBSTITUTE EQUIPMENT, AND ANY CLAIMS OF CUSTOMER'S CLIENTELE FOR SERVICE INTERRUPTIONS, UNAUTHORIZED OR OBVIOUS ACCESS TO LATENT IMAGE DATA, OR FAILURE OF SUPPLY. THIS EXCLUSION SHALL APPLY EVEN IF CUSTOMER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER FAILS FOR ANY REASON.
- 3.4 NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH SERVICES PROVIDED.

4.0 INDEMNIFICATION

With the exception of negligence or action directly attributable to Company, (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the equipment (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer agrees to reimburse and, if requested, to defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 4.0 shall survive termination of this Agreement.

5.0 COMPANY EMPLOYEES

Customer understands that all employees who participate in the provision of Service are employed by the Company and represent a substantial investment to Company. Customer, on behalf of itself and all Customer affiliates, agrees during the term of this Agreement and for ninety (90) days thereafter not to contact or solicit any employee of the Company for the purpose of causing, inviting, or encouraging any such employee to terminate employment with the Company.

6.0 TERM

- 6.1 The term of this Agreement is set forth on the Cover Page of this Agreement.
- 6.2 THIS AGREEMENT IS NON-CANCELABLE. At the end of Term, this Agreement shall be automatically renewed for successive one year terms, subject to §2.9 above, unless written notice of non-renewal is received not less than ninety (90) days prior to the end of the current term.
- 6.3 The Customer's responsibility to pay any current or accrued charges at the time of cancellation or non-renewal shall survive termination of this Agreement.

7.0 CONFIDENTIALITY

Customer, its affiliates, and their respective employees, agree to maintain as confidential all of Company's written, pre-printed, and/or electronic documents and materials ("Information") which are disclosed to Customer. All documents shall be considered confidential even if not so marked. Customer shall not, directly or indirectly, disclose any such information to any third party without Company's prior written consent. The dissemination of information by Customer shall be within its own organization and shall be limited to those employees of Customer whose duties justify the need to know such information. Any breach of this confidentiality provision will be considered theft of Company's trade secrets.

8.0 GENERAL

- 8.1 This Agreement contains the entire agreement between Customer and the Company with respect to the subject matter hereof. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provisions. Any representations, inducements, promises, negotiations or otherwise, not contained herein, shall not be of any force or effect, unless attached, in writing, to this document and signed by both parties.
- 8.2 The headings contained in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.
- 8.3 This Agreement is not transferable or assignable by the Customer without the prior written consent of the Company.
- 8.4 The Company shall not be deemed to be in default of any provision herein or be liable for any delay, failure in performance or interruption of Service or Supplies resulting from acts of God, civil or military catastrophe, strike, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies or any other situation beyond the reasonable control of the Company.
- 8.5 The parties shall attempt in good faith to resolve any controversy, claim or dispute, of whatever nature arising between the parties, by mediation pursuant to Commercial Mediation Rules before resorting to arbitration, litigation or any other dispute resolution procedure.
- 8.6 The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, an agent, or joint venturer of or with the other.
- 8.7 The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
- 8.8 The laws of the State of New Mexico shall govern the validity, performance, and all matters relating to the interpretation and effect of this agreement, and any amendment hereof. Notice shall be provided to Imaging Concepts of New Mexico, Inc., P.O. Box 82370, Albuquerque, New Mexico 87199.
- 8.9 Sections 2.1, 3.0, 4.0, 5.0, and 7.0 shall survive termination of this Agreement.

CUSTOMER SIGNATURE *Katharine Mick*

DATE *8-5-13*

POBox 93370
 Albuquerque, New Mexico
 87199-3370
 505.828.2679



A Xerox Company

COST PER PRINT AGREEMENT

MONTHLY/QUARTERLY

ALBUQUERQUE

SANTA FE

CUSTOMER NAME SANTA FE CTY - REG 3			SHIP TO CUSTOMER AOB74			BILL TO CUSTOMER AOG13			CPP 9212 renewal				
SERVICE ADDRESS						BILLING ADDRESS							
CITY		STATE	ZIP CODE		CITY		STATE	ZIP CODE					
CUSTOMER KEY CONTACT PRINTED NAME						CUSTOMER PHONE			TERMS NET 10 DAYS WAC				
CUSTOMER KEY CONTACT #/MAIL ADDRESS						CUSTOMER PURCHASE ORDER NUMBER							
ICM REPRESENTATIVE 1			NO.	ICM REPRESENTATIVE 2			NO.						

AGREEMENT PRICING:									
PRODUCT CODE / DESCRIPTION	SERIAL NUMBER / LOCATION	BEGRINING METER	MONTH BASE + (MINIMUM COPIES / MONTH)	X	IMAGE RATE	=	MINIMUM BILLING / MONTH	QTRLY / IMAGE OVERAGE CHARGE
1	SHA-AR205	96508828 T4043		\$18.82	2,000			\$18.82	0.00941
2	Meters are billed once a year. Base monthly.							\$0.00	
3								\$0.00	
BASE SUBTOTAL:				\$18.82	SUBTOTAL:			\$18.82	
SALES TAX TOTAL:									
ESTIMATED TOTAL MINIMUM BILLING / BILLING CYCLE: PLUS EXCESS PER COPY/PRINT CHARGES									

AGREEMENT TERM:
 EFFECTIVE START DATE OF THIS AGREEMENT: 7/1/13 - 06/30/14
 TERM OF THIS AGREEMENT: 12 MOS 24 MOS 36 MOS 48 MOS 60 MOS

METER SUBMISSION METHOD:
 FMAUDIT PRINT TRACKER OTHER _____

INVOICE OPTION: (CHOOSE ONLY ONE)
 BY INVOICE MAILED TO BILLING ADDRESS (ABOVE)
 BY SPREADSHEET eMAILED TO AP DEPT AT _____

NO HASSLE eMETERING NOTICE

This Agreement offers monthly base billing and quarterly overage billing based on data collected on my network by eMetering Application. As new devices are discovered on my network they will be automatically included under this Agreement.

TERMS AND CONDITIONS:

Under this Cost Per Print Agreement (the "Agreement"), Imaging Concepts of New Mexico, Inc., (the "Company") will provide all toner, developer, and drums ("Supplies") and all labor, parts, and materials that it deems appropriate and necessary to maintain in good operating condition those covered imaging devices which are listed above and/or on Schedule A and/or on Schedule B (if attached and signed by both parties) ("Product"). The Statement of Work associated with this Agreement is hereby incorporated by reference. Service shall include the diagnosis and correction of Product malfunctions and failures, as well as preventive maintenance, from time-to-time, as deemed necessary by the Company ("Service," and "Services"). All Service shall be performed during the normal business hours of Monday through Friday, 8:00AM to 5:00PM, local observed holidays excluded (the "Normal Business Hours"), unless otherwise set forth in this Agreement. This Agreement bills base amounts each month and overages quarterly. This Agreement is two pages: this first page is referred to as the "Cover Page." The Terms and Conditions continue on a second page, the "Back Page," and are an integral part of this Agreement, which Customer, named above, hereby acknowledges having read and accepted.

ACCEPTANCE:

Imaging Concepts of New Mexico, Inc.		Customer Authorized Signature
Sales Printed Name	CPP Manager Printed Name	Katherine Miller
Date	Date	County manager
		8.5.13
		Date

NOTE: COST PER PRINT AGREEMENT BECOMES EFFECTIVE ONLY AFTER SIGNED ACCEPTANCE BY CUSTOMER AND CPP MANAGER.

Approved as to form
 Santa Fe County Attorney
 By:
 Date: July 29, 2013
 July 30/13

Imaging Concepts' Cost Per Print Agreement
CPP#9212 renewal

This page is referred to as the "Back Page" of this Agreement. The Terms and Conditions printed on this Back Page as well as on the Cover Page are an integral part of this Agreement, which Customer hereby acknowledges having read and accepted. This Agreement is subject to these Terms and Conditions.

1.0 SERVICE AND SUPPLIES

- 1.1 Products must be used only in operating conditions and environments that are usual and customary for products of this type and will only be serviced at Customer's location as detailed in the Customer Information section on the Cover Page of this Agreement. It is understood that the term "Products" does not include: (a) computer related equipment, including but not limited to, CPUs, hubs, routers, switches, and modems, or accessories to Products; (b) any network or non-network cabling; (c) costs to install options or peripherals that are purchased during the term of this Agreement; or (d) any other component or item not specifically set forth in the Cover Page or on any Schedule to this Agreement.
- 1.2 Services provided by the Company shall include the cost, unless otherwise excluded, of all labor, parts, lower, developer, drums and materials which become necessary through normal wear and tear and the usual and customary use of the Products. All costs (including those aforementioned) necessitated in whole or in part by accident, misuse, abuse, theft, vandalism, fire, water, freezing, air-borne contaminants, physical shock, electrical shock, stress, acts of God, natural disaster, operator error, neglect, or the use of supplies or attachments not approved in writing by the Company, or the unauthorized repair of Products by persons who are not authorized by the Company, or the unauthorized installation of an interface with, or modification of Product, shall be the Customer's responsibility.
- 1.3 Service does NOT include: (a) software, software restoration, or software training; (b) repairs for damage resulting from a Product being relocated by any party other than the Company; (c) repairs for damage resulting from any failure of Customer's obligations under the Product lease (including, but not limited to, failing to have at all times a properly-installed, Company-approved surge protector attached to each Product; (d) removal of Product's hardware as agreement terms; (e) diagnosis or repair or replacement parts for failures caused by viruses or third-party hardware devices; and; (f) any substitute equipment while Product is being serviced. Additional charges for incidental expenses such as technician parking or shipment of supplies will apply and be invoiced monthly.
- 1.4 Customer acknowledges that, although there may be a separate financing agreement for Products, this Agreement is only for the Service, Supplies, parts, and labor described herein and is solely between Customer and the Company.
- 1.5 Before Service can be provided (and Product included under the Agreement), each Product may be subject, at the Company's sole discretion, to inspection by the Company.
- 1.6 Replaced parts, materials and Product covered under this Agreement are furnished on an exchange basis. Company reserves the right to replace a Product in its entirety if service demands so dictate. Replacement parts, materials and Product, at the sole discretion of Company, will be new or refurbished, of equal or better quality. Upon exchange, replaced parts, materials and Product become the property of Company.
- 1.7 The Company shall provide all necessary copier, printer, and facsimile parts for Products unless expressly set forth otherwise in this Agreement. Customer agrees to the use of non-OEM parts and supplies when available. Request for OEM supplies when non-OEM are available will result in an upcharge to Customer.
- 1.8 Unless agreed upon in writing, any and all Services performed outside Normal Business Hours will be billed at the Company's prevailing after-hours rates. Similarly, charges for non-covered services requested by Customer shall be billed to Customer at the Company's prevailing time-and-materials rates.

2.0 CUSTOMER RESPONSIBILITY

- 2.1 DURING AND/OR AFTER THE TERM OF THIS AGREEMENT: (a) CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ITS OWN DATA, FOR ASSURING THE EXISTENCE OF A VIABLE BACK-UP OF ALL DATA, AND FOR RECONSTRUCTION OF LOST OR ALTERED FILES, DATA OR PROGRAMS, and; (b) CUSTOMER IS RESPONSIBLE (AND COMPANY ASSUMES NO LIABILITY) FOR THE SECURITY OF CUSTOMER'S PROPRIETARY, CONFIDENTIAL, AND CLASSIFIED INFORMATION, INCLUDING WITHOUT LIMITATION, LATENT DOCUMENT AND IMAGE DATA STORED ON HARDDRIVES.
- 2.2 For Service to be performed, Customer shall assume adequate consumables are at the Product site at the expected time of Service. Shortages of Supplies shall be limited to Customer's stock (50) day need, as determined by Customer volume and manufacturer yields. It is agreed that Supplies furnished under this Agreement will be used only in stipulated, contracted Products.
- 2.3 Customer is responsible, at the request of the Company, for providing a dedicated electrical circuit to the Products suitable to the Products' proper operation. Failure to use a dedicated electrical circuit, when so requested by the Company, shall void any product warranty.
- 2.4 Customer is responsible for the compatibility with Products of Customer-installed, equipment not covered by this Agreement. Customer, upon request by the Company for the purpose of providing Service, is solely responsible for the disconnection (and re-attachment) of equipment not covered by this Agreement from (to) Products.
- 2.5 Customer agrees to designate and make available a key operator (the "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. Key Operators shall be trained by the Company. Customer is responsible for providing prompt access to Products and maintaining a Customer representative present at all times while Service is being performed. Failure to provide timely access to Products may result in additional charges.
- 2.6 Base amounts under this Agreement are billed monthly; overages are billed quarterly. Customer agrees to the installation on their network of an eMetering application to be used for the automatic collection of image meters on each of their image devices. It is agreed that Images created by Company personnel are necessary for Customer training and the proper Service of equipment and are included in the total meter counts as Customer Images. Contracts which do not include an eMetering application will be subject to a monthly Manual Meter Charge.
- 2.7 Customer agrees to pay for or return non-charged Supplies received under this Agreement that are in excess of ten percent (10%) of the normal supply usage associated with the agreed print volume, measured annually, for Product.
- 2.8 W/A/C. Customer agrees to pay invoices when due. Invoice terms are NET 10. In the event that Customer is more than thirty (30) days past due on any invoice (i), then Service and Supplies may be suspended until such time as all past due balances and current invoices are paid. In the event that Customer becomes delinquent on any payments, all charges for Service and Supplies provided by the Company, if any (during the period covering the delinquency) shall be automatically adjusted to the Company's then-prevailing, non-contract service and supply rates. Customer agrees to pay all collection fees, attorney's fees, and court costs, permitted by law, incurred by Company in enforcing the terms of this Section 2.8.
- 2.9 Customer agrees that the Company may increase the MONTHLY BASE, IMAGE RATE, and/or QUARTERLY PER COPY OVERAGE CHARGE as agreed to by the Parties and set forth on the Cover Page of this Agreement once each year while this Agreement is in effect by an amount not to exceed fifteen percent (15%) of the MONTHLY BASE, IMAGE RATE, and/or QUARTERLY PER COPY OVERAGE CHARGE in effect at the end of the prior term, or the maximum percentage permitted by law, whichever is lower.
- 2.10 Customer agrees to notify the Company by email, as soon as is reasonably possible, of any Product which should be deleted from Agreement and/or, of any new/additional equipment placed in service by the Customer which is capable of using Company-provided Supplies under this Agreement. As new devices are discovered on Customer's network by eMetering they will be automatically included under this Agreement. Company reserves the right to review MONTHLY BASE and IMAGE RATE, however, as well as Customer's credit, should Product or volumes increase more than 25% over originally contracted Product or volumes.

3.0 WARRANTIES AND LIMITATION OF LIABILITY

- 3.1 THE COMPANY WARRANTS THAT ALL SERVICES WILL BE FREE FROM DEFECTS IN WORKMANSHIP AT THE TIME OF PERFORMANCE. THE COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY NATURE OR SOURCE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.2 THE COMPANY'S TOTAL LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE WHETHER SOLE OR CONCURRENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR SUPPLIES HEREUNDER SHALL NOT EXCEED THE COST PAID BY THE CUSTOMER FOR THE SERVICES OR SUPPLIES WHICH GIVES RISE TO THE CLAIM. THE REMEDIES SET FORTH IN THIS SECTION 3 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.
- 3.3 IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES INCURRED BY CUSTOMER OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF ANTICIPATED PROFITS, COSTS OF DOWNTIME, OR FOR SUBSTITUTE EQUIPMENT, AND ANY CLAIMS OF CUSTOMER'S CLIENTELE FOR SERVICE INTERRUPTIONS, UNAUTHORIZED ACCESS TO LATENT IMAGE DATA, OR FAILURE OF SUPPLY. THIS EXCLUSION SHALL APPLY EVEN IF CUSTOMER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER FAILS FOR ANY REASON.
- 3.4 NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH SERVICES PROVIDED.
- 4.0 INDEMNIFICATION. With the exception of negligence or action directly attributable to Company, (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the equipment (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and; (b) Customer is responsible for any and all costs and attorneys fees incurred by the Company relating to any such claim. Customer agrees to reimburse and, if requested, to defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 4.0 shall survive termination of this Agreement.

5.0 COMPANY EMPLOYEES. Customer understands that all employees who participate in the provision of Service are employed by the Company and represent a substantial investment to Company. Customer, on behalf of itself and all Customer affiliates, agrees during the term of this Agreement and for ninety (90) days thereafter not to contact or solicit any employee of the Company for the purpose of causing, inducing, or encouraging any such employee to terminate employment with the Company.

6.0 TERM

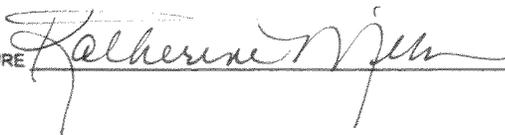
- 6.1 The term of this Agreement is set forth on the Cover Page of this Agreement.
- 6.2 THIS AGREEMENT IS NON-CANCELABLE. At the end of Term, this Agreement shall be automatically renewed for successive one year terms, subject to §2.9 above, unless written notice of non-renewal is received not less than ninety (90) days prior to the end of the current term.
- 6.3 The Customer's responsibility to pay any current or accrued charges at the time of cancellation or non-renewal shall survive termination of this Agreement.

7.0 CONFIDENTIALITY. Customer, its affiliates, and their respective employees, agree to maintain as confidential all of Company's written, pre-printed, and/or electronic documents and materials ("Information") which are disclosed to Customer. All documents shall be considered confidential even if not so marked. Customer shall not, directly or indirectly, disclose any such information to any third party without Company's prior written consent. The dissemination of Information by Customer shall be within its own organization and shall be limited to those employees of Customer whose duties justify the need to know such information. Any breach of this confidentiality provision will be considered theft of Company's trade secrets.

8.0 GENERAL

- 8.1 This Agreement contains the entire agreement between Customer and the Company with respect to the subject matter hereof. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provisions. Any representations, inducements, promises, negotiations or otherwise, not contained herein, shall not be of any force or effect, unless attached, in writing, to this document and signed by both parties.
- 8.2 The headings contained in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.
- 8.3 This Agreement is not transferable or assignable by the Customer without the prior written consent of the Company.
- 8.4 The 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 or Supplies resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies or any other situation beyond the reasonable control of the Company.
- 8.5 The parties shall attempt in good faith to resolve any controversy, claim or dispute, of whatever nature arising between the parties, by mediation pursuant to Commercial Mediation Rules before resorting to arbitration, litigation or any other dispute resolution procedure.
- 8.6 The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, an agent, or joint venturer of or with the other.
- 8.7 The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
- 8.8 The laws of the State of New Mexico shall govern the validity, performance, and all matters relating to the interpretation and effect of this agreement, and any amendment hereof. Notice shall be provided to Imaging Concepts of New Mexico, Inc., PO Box 93370, Albuquerque, New Mexico 87199.
- 8.9 Sections 2.1, 3.0, 4.0, 5.0, and 7.0 shall survive termination of this Agreement.

CUSTOMER SIGNATURE



DATE

8.5.13

Imaging Concepts' Cost Per Print Agreement
CPP#9213 renewal

This page is referred to as the "Back Page" of this Agreement. The Terms and Conditions printed on this Back Page as well as on the Cover Page are an integral part of this Agreement, which Customer hereby acknowledges having read and accepted. This Agreement is subject to these Terms and Conditions.

1.0 SERVICE AND SUPPLIES

- 1.1 Products must be used only in operating conditions and environments that are usual and customary for products of this type and will only be serviced at Customer's location as detailed in the Customer Information section on the Cover Page of this Agreement. It is understood that the term "Products" does not include: (a) computer related equipment, including but not limited to, CPUs, hubs, routers, switches, and modems, or accessories to Products; (b) any network or non-network cabling; (c) costs to install options or peripherals that are purchased during the term of this Agreement; or (d) any other component or item not specifically set forth in the Cover Page or on any Schedule of this Agreement.
- 1.2 Services provided by the Company shall include the cost, unless otherwise excluded, of all labor, parts, toner, developer, drums and materials which become necessary through normal wear and tear and the usual and customary use of the Products. All costs (including those aforementioned) necessitated in whole or in part by accident, misuse, abuse, theft, vandalism, fire, water, freezing, air-borne contaminants, physical shock, electrical shock, stress, acts of God, natural disaster, operator error, neglect, or the use of supplies or attachments not approved in writing by the Company, or the unauthorized repair of Products by persons who are not authorized by the Company, or the unauthorized installation of an interface with, or modification of Product, shall be the Customer's responsibility.
- 1.3 Service does NOT include: (a) software, software restoration, or software training; (b) repairs for damage resulting from a Product being relocated by any party other than the Company; (c) repairs for damage resulting from any failure of Customer's obligations under the Product lease (including, but not limited to, failing to have at all times a properly-installed, Company-approved surge protector attached to each Product; (d) removal of Product's hardware as agreed; (e) diagnosis or repair or replacement parts for failures caused by viruses or third-party hardware devices; and; (f) any substitute equipment while Product is being serviced. Additional charges for incidental expenses such as technician parking or shipment of supplies will apply and be invoiced monthly.
- 1.4 Customer acknowledges that, although there may be a separate financing agreement for Products, this Agreement is only for the Service, Supplies, parts, and labor described herein and is solely between Customer and the Company.
- 1.5 Before Service can be provided (and Product included under the Agreement), each Product may be subject, at the Company's sole discretion, to inspection by the Company.
- 1.6 Replaced parts, materials and Product covered under this Agreement are furnished on an exchange basis. Company reserves the right to replace a Product in its entirety if service demands so dictate. Replacement parts, materials and Product, at the sole discretion of Company, will be new or refurbished, of equal or better quality. Upon exchange, replaced parts, materials and Product become the property of Company.
- 1.7 The Company shall provide all necessary copier, printer, and facsimile parts for Products unless expressly set forth otherwise in this Agreement. Customer agrees to the use of non-OEM parts and supplies when available. Request for OEM supplies when non-OEM are available will result in an upgrade to Customer.
- 1.8 Unless agreed upon in writing, any and all Services performed outside Normal Business Hours will be billed at the Company's prevailing after-hours rates. Similarly, charges for non-covered services requested by Customer shall be billed to Customer at the Company's prevailing time-and-materials rates.

2.0 CUSTOMER RESPONSIBILITY

- 2.1 DURING, AND/OR AFTER THE TERM OF THIS AGREEMENT: (a) CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ITS OWN DATA, FOR ASSURING THE EXISTENCE OF A VIABLE BACKUP OF ALL DATA, AND FOR RECONSTRUCTION OF LOST OR ALTERED FILES, DATA OR PROGRAMS, and; (b) CUSTOMER IS RESPONSIBLE (AND COMPANY ASSUMES NO LIABILITY) FOR THE SECURITY OF CUSTOMER'S PROPRIETARY, CONFIDENTIAL, AND CLASSIFIED INFORMATION, INCLUDING WITHOUT LIMITATION, LATENT DOCUMENT AND IMAGE DATA STORED ON HARDDRIVES.
- 2.2 For Service to be performed, Customer shall assure adequate consumables are at the Product site at the expected time of Service. Shipments of Supplies shall be linked to Customer's sixty (60) day need, as determined by Customer volume and manufacturer yields. It is agreed that Supplies furnished under this Agreement will be used only in eligible, contracted Products.
- 2.3 Customer is responsible, at the request of the Company, for providing a dedicated electrical circuit to the Products suitable to the Product's proper operation. Failure to use a dedicated electrical circuit, when so requested by the Company, shall void any product warranty.
- 2.4 Customer is responsible for the compatibility with Products of Customer-installed, equipment not covered by this Agreement. Customer, upon request by the Company for the purpose of providing Service, is solely responsible for the disconnection (and re-attachment) of equipment not covered by this Agreement from (to) Products.
- 2.5 Customer agrees to designate and make available a key operator (the "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. Key Operators shall be trained by the Company. Customer is responsible for providing prompt access to Products and maintaining a Customer representative present at all times while Service is being performed. Failure to provide timely access to Products may result in additional charges.
- 2.6 Base amounts under this Agreement are billed monthly; overages are billed quarterly. Customer agrees to the installation on their network of an eMetering application to be used for the automatic collection of image meters on each of their image devices. It is agreed that images created by Company personnel are necessary for Customer training and the proper Service of equipment and are included in the total meter counts as Customer images. Contracts which do not include an eMetering application will be subject to a monthly Manual Meter Charge.
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 - 3.2 THE COMPANY'S TOTAL LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE WHETHER SOLE OR CONCURRENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR SUPPLIES HEREUNDER SHALL NOT EXCEED THE COST PAID BY THE CUSTOMER FOR THE SERVICES OR SUPPLIES WHICH GIVES RISE TO THE CLAIM. THE REMEDIES SET FORTH IN THIS SECTION 3 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.
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5.0 **COMPANY EMPLOYEES.** Customer understands that all employees who participate in the provision of Service are employed by the Company and represent a substantial investment to Company. Customer, on behalf of itself and all Customer affiliates, agrees during the term of this Agreement and for ninety (90) days thereafter not to contact or solicit any employee of the Company for the purpose of causing, inviting, or encouraging any such employee to terminate employment with the Company.

6.0 TERM

- 6.1 The term of this Agreement is set forth on the Cover Page of this Agreement.
- 6.2 THIS AGREEMENT IS NON-CANCELABLE. At the end of Term, this Agreement shall be automatically renewed for successive one year terms, subject to §2.9 above, unless written notice of non-renewal is received not less than ninety (90) days prior to the end of the current term.
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8.0 GENERAL

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- 8.2 The headings contained in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.
- 8.3 This Agreement is not transferable or assignable by the Customer without the prior written consent of the Company.
- 8.4 The 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 or Supplies resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies or any other situation beyond the reasonable control of the Company.
- 8.5 The parties shall attempt in good faith to resolve any controversy, claim or dispute, of whatever nature arising between the parties, by mediation pursuant to Commercial Mediation Rules before resorting to arbitration, litigation or any other dispute resolution procedure.
- 8.6 The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, an agent, or joint venturer of or with the other.
- 8.7 The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
- 8.8 The laws of the State of New Mexico shall govern the validity, performance, and all matters relating to the interpretation and effect of this agreement, and any amendment hereof. Notice shall be provided to Imaging Concepts of New Mexico, Inc., POBox 93370, Albuquerque, New Mexico 87199.
- 8.9 Sections 2.1, 3.0, 4.0, 5.0, and 7.0 shall survive termination of this Agreement.

CUSTOMER SIGNATURE

Katherine Vill

DATE

8.5.12