



# ANNUAL MAINTENANCE AGREEMENT

East Texas Copy Systems, Inc.

Corporate Office: 4545 Old Jacksonville Hwy. • Tyler, TX 75703 (903) 939-2255 • Fax (903) 939-2299  
 1218 McCann Rd. • Longview, TX 75601 (903) 758-2679 • Fax (903) 758-5259  
 1600 W. Frank St. • Lufkin, TX 75904 (936) 699-4455 • Fax (936) 699-4499  
 315 W. Oak St. • Palestine, TX 75801 (903) 723-1912 • Fax (903) 723-5997

CUSTOMER NAME <b>Polk County Auditor</b> <i>Shirley Dup</i>		CUSTOMER # <b>7048</b>	DATE <b>7/30/07</b>
CONTACT NAME		CONTACT NAME	
BILL TO ADDRESS <b>602 East Church Stree, Suite 108</b>		SHIP TO ADDRESS <b>1733 North Washington</b>	
CITY, STATE, ZIP <b>Livingston, Texas 77351</b>		CITY, STATE, ZIP <b>Livingston, Texas 77351</b>	
PHONE <b>936/327-6811</b>	FAX	PHONE	FAX
SALES REP <b>Connie B.</b>			

### COVERED EQUIPMENT

Model	Serial #	Equipment ID#	Bill Cycle	Impressions Per Cycle	Total Meter	Total B/W	Rate
Canon IR2200	KFH04388	10631	Annual	90,000			\$1,350.00

Contract Period: 10/1/07 to 9/30/08 B/W Overage Rate: \$0.01500 Color Overage Rate: \$N/A Overages Reconciled: Annually

### CONTRACT TYPES

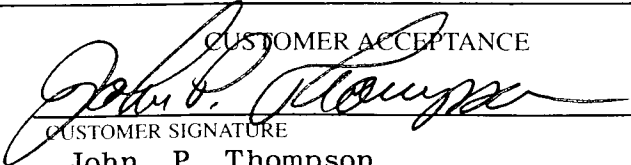
<input type="checkbox"/> <b>STANDARD PLAN</b> Includes on-site service, all parts and labor (excludes supplies)	<input checked="" type="checkbox"/> <b>STANDARD DIGITAL PLAN</b> Includes on-site service, all parts, labor and toner (excludes staples and paper)	<input type="checkbox"/> <b>DIGITAL PLUS PLAN</b> Includes standard digital plan and addresses connectivity issues that are directly related to the above referenced equipment. Also includes the reinstallation of software applications purchased from East Texas Copy Systems.
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The Digital Plus Plan addresses connectivity issues that arise and are directly related to the above referenced equipment and all hardware and software packages purchased from East Texas Copy Systems. If problem cannot be resolved via telephone, a technician will be dispatched to the equipment's location. No liability shall be assumed by East Texas Copy Systems on hardware and/or software issues that arise from products not purchased from East Texas Copy Systems.

Customer agrees to purchase and East Texas Copy Systems, Inc., agrees to provide maintenance service for the equipment identified above, in accordance with terms and conditions of this agreement.

No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by the Customer and East Texas Copy Systems Management.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.

<b>East Texas Copy Systems, Inc.</b>		CUSTOMER ACCEPTANCE	
_____ ETCS MANAGER APPROVAL		 CUSTOMER SIGNATURE	
_____ PRINTED NAME		<b>John. P. Thompson</b>	
_____ TITLE		<b>County Judge</b>	
_____ DATE		<b>8/14/07</b>	
_____ DATE		_____ DATE	



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 315 W. Oak St. • Palestine, TX 75801 (903) 723-1912 • Fax (903) 723-5997

CUSTOMER NAME <b>Polk County Auditor - Judge Thompson, County Judge</b>		CUSTOMER # <b>7048</b>	DATE <b>7/30/07</b>
CONTACT NAME		CONTACT NAME	
BILL TO ADDRESS <b>602 E Church Street, Suite 108</b>		SHIP TO ADDRESS <b>101 West Church</b>	
CITY, STATE, ZIP <b>Livingston, Texas 77351</b>		CITY, STATE, ZIP <b>Livingston, Texas 77351</b>	
PHONE <b>936/327-6811</b>	FAX	PHONE <b>936/327-6813</b>	FAX
SALES REP <b>Connie B</b>			

### COVERED EQUIPMENT

Model	Serial #	Equipment ID#	Bill Cycle	Impressions Per Cycle	Total Meter	Total B/W	Rate
Canon IR550	NNT00493	0576	Annual	136,692			\$1,503.61

Contract Period: 10/1/07 to 9/30/08 B/W Overage Rate: \$0.01100 Color Overage Rate: \$N/A Overages Reconciled: Annually

### CONTRACT TYPES

<input type="checkbox"/> <b>STANDARD PLAN</b> Includes on-site service, all parts and labor (excludes supplies)	<input checked="" type="checkbox"/> <b>STANDARD DIGITAL PLAN</b> Includes on-site service, all parts, labor and toner (excludes staples and paper)	<input type="checkbox"/> <b>DIGITAL PLUS PLAN</b> Includes standard digital plan and addresses connectivity issues that are directly related to the above referenced equipment. Also includes the reinstallation of software applications purchased from East Texas Copy Systems.
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_____ ETCS MANAGER APPROVAL		 CUSTOMER SIGNATURE	
_____ PRINTED NAME		<b>John P. Thompson</b>	
_____ TITLE		<b>County Judge</b>	
_____ DATE		<b>8/14/07</b>	



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 315 W. Oak St. • Palestine, TX 75801 (903) 723-1912 • Fax (903) 723-5997

CUSTOMER NAME <b>Polk County Auditor - County Court at Law</b>		CUSTOMER # <b>7048</b>	DATE <b>7/30/07</b>
CONTACT NAME		CONTACT NAME	
BILL TO ADDRESS <b>602 E Church Street, Suite 108</b>		SHIP TO ADDRESS <b>101 West Church</b>	
CITY, STATE, ZIP <b>Livingston, Texas 77351</b>		CITY, STATE, ZIP <b>Livingston, Texas 77351</b>	
PHONE <b>936/327-6811</b>	FAX	PHONE <b>936/327-6856</b>	FAX
SALES REP <b>Connie B</b>			

### COVERED EQUIPMENT

Model	Serial #	Equipment ID#	Bill Cycle	Impressions Per Cycle	Total Meter	Total B/W	Rate
Canon GP200	NPC04858	0566	Annual	44,340			\$709.44

Contract Period: 10/1/07 to 9/30/08 B/W Overage Rate: \$0.0600 Color Overage Rate: SN/A Overages Reconciled: Annually

### CONTRACT TYPES

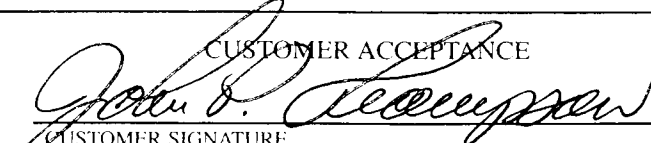
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<b>East Texas Copy Systems, Inc.</b>		CUSTOMER ACCEPTANCE  CUSTOMER SIGNATURE <b>John P. Thompson</b> PRINTED NAME <b>County Judge</b> TITLE <b>8/14/07</b> DATE	
ETCS MANAGER APPROVAL _____ PRINTED NAME _____ TITLE _____ DATE _____		_____ PRINTED NAME _____ TITLE _____ DATE _____	



East Texas Copy Systems, Inc.

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 315 W. Oak St. • Palestine, TX 75801 (903) 723-1912 • Fax (903) 723-5997

CUSTOMER NAME <b>Polk County Auditor - Juvenile Probation</b>		CUSTOMER # <b>7048</b>	DATE <b>7/30/07</b>
CONTACT NAME		CONTACT NAME	
BILL TO ADDRESS <b>602 E Church Street, Suite 108</b>		SHIP TO ADDRESS <b>114 Dogwood</b>	
CITY, STATE, ZIP <b>Livingston, Texas 77351</b>		CITY, STATE, ZIP <b>Livingston, Texas 77351</b>	
PHONE <b>936/327-6811</b>	FAX	PHONE <b>936/327-6850</b>	FAX
SALES REP <b>Connie B</b>			

**COVERED EQUIPMENT**

Model	Serial #	Equipment ID#	Bill Cycle	Impressions Per Cycle	Total Meter	Total B/W	Rate
Canon NP6230	NGM10662	0657	Annual	44,472			\$711.55

Contract Period: 10/1/07 to 9/30/08 B/W Overage Rate: \$0.0600 Color Overage Rate: \$N/A Overages Reconciled: Annually

**CONTRACT TYPES**

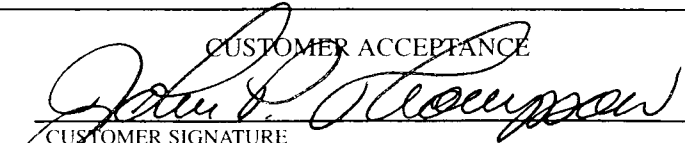
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<b>East Texas Copy Systems, Inc.</b>		CUSTOMER ACCEPTANCE  CUSTOMER SIGNATURE <b>John P. Thompson</b>	
ETC'S MANAGER APPROVAL <hr/>		PRINTED NAME <b>County Judge</b>	
PRINTED NAME <hr/>		<b>8/14/07</b>	
TITLE <hr/>		TITLE <hr/>	
DATE <hr/>		DATE <hr/>	



# ANNUAL MAINTENANCE AGREEMENT **COPY**

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 315 W. Oak St. • Palestine, TX 75801 (903) 723-1912 • Fax (903) 723-5997

CUSTOMER NAME <b>Polk County Auditor - Treasurer's Office</b>		CUSTOMER # <b>7048</b>	DATE <b>7/30/07</b>
CONTACT NAME		CONTACT NAME	
BILL TO ADDRESS <b>602 East Church Street, Suite 108</b>		SHIP TO ADDRESS <b>602 East Church</b>	
CITY, STATE, ZIP <b>Livingston, Texas 77351</b>		CITY, STATE, ZIP <b>Livingston, Texas 77351</b>	
PHONE <b>936/327-6811</b>	FAX	PHONE <b>936/327-6811</b>	FAX
SALES REP <b>Connie B</b>			

### COVERED EQUIPMENT

Model	Serial #	Equipment ID#	Bill Cycle	Impressions Per Cycle	Total Meter	Total B/W	Rate
Canon IR330S	NNY02087	0578	Annual	57,204			\$743.65

Contract Period: 10/1/07 to 9/30/08 B/W Overage Rate: \$0.01300 Color Overage Rate: SN/A Overages Reconciled: Annually

### CONTRACT TYPES

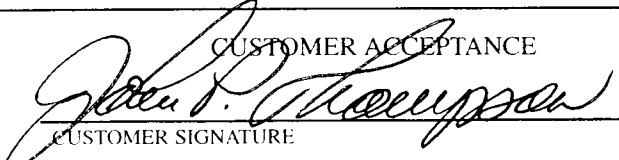
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<b>East Texas Copy Systems, Inc.</b>		CUSTOMER ACCEPTANCE	
_____ ETCS MANAGER APPROVAL		 CUSTOMER SIGNATURE	
_____ PRINTED NAME		<b>John P. Thompson</b>	
_____ TITLE		<b>County Judge</b>	
_____ DATE		<b>8/14/07</b>	

**1. GENERAL SCOPE OF COVERAGE**

This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence or causes beyond East Texas Copy Systems (ETCS) control are not covered. In addition, ETCS may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by ETCS, or if parts, accessories or components not authorized by ETCS are fitted to the equipment.

**2. SERVICE CALLS**

Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement.

**3. EXTENT OF LABOR SERVICES**

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts described in Paragraph 4.

**4. REPAIR AND REPLACEMENT OF PARTS**

All parts necessary for proper operation of covered equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this agreement. Exceptions are:

- Copy drums, unless such copier is covered by a Full or Complete Coverage Maintenance Agreement
- Receiving trays and cassettes

**5. RECONDITIONING**

When in its sole discretion ETCS determines shop reconditioning is necessary to keep the equipment in working condition, ETCS will notify customer of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, ETCS may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew this agreement upon expiration. Thereafter service will be available on a "Per Call" basis as published rates.

**6. TERMS**

This agreement shall become effective upon receipt by ETCS of the initial annual maintenance charge provided on the reverse side hereof and shall continue for one full calendar year or the maximum number of copies shown on the reverse side, whichever occurs sooner. It shall be automatically renewed for successive similar periods subject to the receipt by ETCS of the maintenance charge in effect at the time of renewal, provided that the customer is not then in default. This agreement is not automatically transferred if this equipment is sold. Due to costs beyond our control, this contract is subject to an increase not to exceed 15% per year upon each renewal.

**7. CHARGES**

The initial annual charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of ETCS invoice for such charges. Customer understands that alterations, attachments or specification charges may require an increase in maintenance charges and agrees to pay such charges promptly when due.

**8. BREACH OR DEFAULT**

If the customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: (1) ETCS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates and (2) the customer agrees to pay ETCS costs and expenses of collection including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due hereunder.

If equipment is moved to a new service zone, ETCS shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between the current zone and new zone, such charges to be assessed on a pro-rata basis. If equipment is moved beyond ETCS published service zone, customer agrees to pay a fair and reasonable upcharge for continued maintenance under this agreement, taking into account the distance to customer's new location and ETCS published rates for service on a "Per Call" basis.

All copiers sold by East Texas Copy Systems are designed to give excellent performance with supplies sold by ETCS including, but not limited to paper, developer, toner and dispersant. If the customer uses other than ETCS supplies, and if such supplies are defective or not acceptable for use in ETCS equipment, and cause abnormally frequent service calls or service problems, then ETCS may, at its option, terminate this agreement. In that event, the customer will be offered service on a "Per Call" basis at published rates. It is not a condition of this agreement, however, that the customer use only ETCS authorized supplies.

**9. NO WARRANTY**

Other than the obligations set forth herein, ETCS disclaims all warranties, express or implied, including any implied warranties or merchantability and/or fitness for a particular purpose. ETCS shall not be responsible for direct, incidental or consequential damages including but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment.

**10. MISCELLANEOUS**

This agreement shall be governed by and construed according to the laws of the State of Texas and is payable and performable in Smith County, Texas. It constitutes the entire agreement between the parties and may not be modified except in a writing signed by duly authorized officers of ETCS and the customer.