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East Texas Copy Sys Corporate O	ffice:				(00 W E 1 0 1	a : au asua.	215 21 0 1 5 0			
4545 Old Jacksonville Hwy (903) 939-2255 • Fax (	9031 939-2299	1218 McCann Rd. • Longv (903) 758-2679 • Fax (90	13) 758-52	59 (	600 W. Frank St. • Lu 936) 699-4455 • Fax (		315 W. Oak St. • P (903) 723-1912 • F			
CUSTOMER NAME P	olk County Au	ditor - Sin kill	1300	i	CU	STOMER # 7048	DA	TE 7/30/07		
CONTACT NAME		ne Kill	1901	CONTAC	T NAME					
BILL TO ADDRESS 6	02 East Church	Stree, Suite 108		SHIP TO	ADDRESS 1733	North Washii	ngton			
	ivingston, Texa	-	. ,	CITY, ST		ngston, Texas 7				
PHONE 936/327-6				PHONE FAX						
SALES REP Connie	В.		•	L						
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Model	Serial #	Equipment ID#	T	l Cycle	Impressions Per Cycle	Total Meter	Total B/W	Rate		
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supplies)						directly related to the above referenced equipment. Also includes the reinstallatio				
						of software applications purchased from				
					I.	East Texas Copy Systems.				
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software issues that	arise from prod	ucts not purchased fro	om Easi	i iexas C	opy Systems.					
Customer agrees to	purchase and Ea	ist Texas Copy System	ns, Inc.,	agrees to	provide maint	enance service t	for the equipm	ent identifie		
above, in accordance	ce with terms an	d conditions of this ag	greemer	11.						
No terms or condit	ions, expressed	or implied, are author	rized ur	nless the	y appear on the	e original of thi	s agreement,	signed by tl		
Customer and East	Texas Copy Sys	tems Management.								
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East T	exas Copy S	ystems, Inc.		/	\ \/\\	SJOMER ACC	CEPTANCE			
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ETCS MANAGER AP	PROVAL		_ <del>_</del>		STOMER SIGNAT		V			
PRINTED NAME				·	NTED NAME	Hompson				

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County Judge

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8/14/07 DATE

## ANNUAL MAINTENANCE AGREEMENT

East Texas Copy Sys	stems, Inc.							No garage			
Corporate O 4545 Old Jacksonville Hwy	office: 7. • Tyler, TX 7570		8 McCann Rd. • Longvi			600 W. Frank St. • Lu			. • Palestine, TX 75801		
(903) 939-2255 • Fax ( CUSTOMER NAME P			903) 758-2679 • Fax (90 - Judge Thomps			936) 699-4455 • Fax	USTOMER # 70		DATE 7/30/07		
CONTACT NAME					<del>,</del>	TNAME					
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0	02 E Church					101	West Churc				
Livingston, Texas 7/351						Livi	ngston, Tex				
PHONE 936/327-6811 FAX			PHONE	936/327-6813	}	AX					
SALES REP Connie	В										
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				<u>-</u>	·	John P. T	nompson				
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### ANNUAL MAINTENANCE AGREEMENT

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CUSTOMER NAME	Polk County Aug	litor - County Court	ty at La	ıw	Ct	ISTOMER # 7048	DA	TE 7/30/07				
CONTACT NAME	CONTACT NAME					CONTACT NAME						
BILL TO ADDRESS 6	02 E Church Sti	reet, Suite 108		SHIP TO	ADDRESS 101	West Church	·····					
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			T	EQUIP	MENT Impressions			<del></del>				
Model Canon GP200	Serial #	Equipment ID#	<del>                                     </del>	l Cycle	Per Cycle	Total Meter	Total B/W	Rate				
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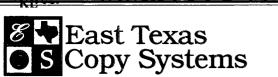
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## VOL. 53 PAGE 1003 ANNUAL MAINTENANCE AGREEMENT

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Corporate O	ffice:	1219 M.C. D.L. I	·	5601	(00 W/ E				и П	
4545 Old Jacksonville Hwy (903) 939-2255 • Fax (		1218 McCann Rd. • Longv (903) 758-2679 • Fax (90			600 W. Frank St. • I. 936) 699-4455 • Fax	(936) 699-4-	199		Palestine, TX 75801 Fax (903) 723-5997	
CUSTOMER NAME P	olk County Aud	litor - Juvenile Prob	ation		C	USTOMER	<sup>#</sup> 7048	D	ATE 7/30/07	
CONTACT NAME				CONTAC	T NAME			· · · · · · · · · · · · · · · · · · ·		
BILL TO ADDRESS 60	02 E Church St	reet, Suite 108		SHIP TO	ADDRESS 114	Dogwood	d			
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# ANNUAL MAINTENANCE AGREEMENT

East Texas Copy Sys										
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CUSTOMER NAME P	olk County Audi	itor - Treasurer's O	ffice		C	USTOMER #7	048	DAT	<sup>ΓE</sup> 7/30/07	
CONTACT NAME				CONTACT NAME						
BILL TO ADDRESS 60	)2 East Church S	Street, Suite 108		SHIP TO	ADDRESS 602	East Churc	:h			
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#### 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 prorata 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.