

Hopkins County

P.O. Box 288

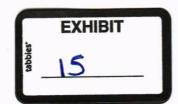
Hopkins County Jail

Leasing Division

Full Legal Name

Billing Address

DBA Name (if any)



Sulphur Springs

Lease Agreement

P.O. Box 2235

St. Louis, Missouri 63109 Phone: 314-633-1700 Fax: 314-633-1708

903-438-4012

Shelly Wiser

75482

Phone Number w/Area

Purchase Order Number

Send Invoice to Attention

Code

of

75483

Rosemont Street Sulphur Springs TX	s TX 75482
Description (Attach separate schedule if necessary)	
Canon imageFORCE C5160	
de service as detailed on Attached Service Addendum. clude service. Sourcewell USA Contract # 112124-CAN / Sourcewell USA GREEMENT.	-CAN / Sourcewell Account # 178011
signature below, LESSOR will incur costs to acquire and # of Lease Payments Lease Payment (PLUS)	Payment (PLUS) Sales Tax (EQUALS) Total Lease Payment
this Agreement. You agree to all the Terms and nd in any attachments to same (all of which are included	
acknowledge to have read and agreed to all the Terms lable Agreement for the full term shown herein.	53.97 + Exempt = \$353.97
EPRESENTATIVE.	+ =
Robert Newson # +	+ =
Print Name Payments In Months 48	nths Payment Frequency: Monthly Quarterly
THE PARTIES UNDERSTAND AND AGREE THAT THIS AGE Date ACCEPTED BY THE CORPORATE OFFICES OF THE LESS	REE THAT THIS AGREEMENT IS NOT A CONTRACT UNTIL SIGNED AND ICES OF THE LESSOR.
Legal Name of Corporation or Partnership	Date
X Drint Name	Title
	Title
This means that if the LESSEE fails to pay any This means the LESSEE fails to	easing Division
he will be liable for the whole amount owed even	
ing: (a) gives the LESSEE more time to pay one	Agreement Commencement Date
a default under this Agreement. Each Guarantor posts or attorney fees incurred in enforcing the	
itle is only to identify my position in the company TERMS AND CO	
Date LESSOR.	
equipment listed above (Equipment). Y	(Equipment). You promise to pay us the lease payment
applicable thereto, now existing or herea	existing or hereafter created or arising.
2 Term and Lease, Late Payment: The in	Payment: The initial term shall commence on the day that
installments of lease shall be payable in	all be payable in advance, at the time and in the amounts
Phone payments shall be due on the same date	in the same date of each successive period thereafter until
paid in full, LESSEE's obligation to pay	bligation to pay the lease and other obligations hereunder
shall be absolute and unconditional and	aconditional and are not subject to any abatement, set-off,
other sum owing under this Agreement	this Agreement is not paid when due, LESSEE shall pay
but in no event at a rate greater than all	greater than allowed by applicable law. Such charge is in
addition to and not in lieu of other rights	u of other rights and remedies LESSOR may have. Lessor
Phone such transactions are not prohibited by s	t prohibited by state law.
	continued on the reverse side of this agreement)
The Agreement You agree to all the Terms and not any attachments to same (all of which are included acknowledge to have read and agreed to all the Terms lable Agreement for the full term shown herein. EPRESENTATIVE. Print Name Date Legal Name of Corporation or Parthership Greement, each person who signs below as a ESSOR the prompt payment when due of all This means that if the LESSEE fails to pay any the Guarantor will pay such sum upon demand by he will be liable for the whole amount owed even or in part to any of the other Caurantors or the adefault under this Agreement. Each Guarantor site is only to identify my position in the company or liability. Date Phone Date Date Phone Pho	+ = \$353 + = this Payment Frequency: Monthly Quarterly

TERMS AND CONDITIONS (Continued)

- NO Warranties: We are renting the Equipment to you "As Is". We will transfer to you for the term of this Agreement any warranties made by the manufacturer or the supplier to us. THE WARRANTIES, IF ANY, PROVIDED BY THE SUPPLIER OR MANUFACTURER, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED. WITH RESPECT TO THE CONDITION, DESIGN, CAPACITY OR PERFORMANCE OF THE EQUIPMENT, AVAILABILITY OF PARTS AND SUPPLIES OR ITS MERCHANTABILITY. IN ADDITION, THERE IS NO WARRANTY THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL BE FREE FROM INTERFERENCE OR INFRINGEMENT. THE LESSES SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY FIT FOR APPAILIQUEAR PURPUSE OR THAT THE EQUIPMENT WILL BE FREE FROM INTERFERENCE OR INFININGEMENT. THE LESSOR SHALL HAVE NO CLABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGE, LOSS OR INJURY OF ANY KIND WHATSOEVER, LATENT OR OTHERWISE, WHETHER ARISING FROM LESSOR'S NEGLIGENCE OR THE APPLICATION OF THE LAWS OF STRICT LIABILITY, NOR SHALL THERE BE ANY ABATEMENT OF RENT OR RELEASE OF LESSEE FROM ANY OF ITS OBLIGATIONS HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH (I) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (II) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT (III) THE USE OR THE PERFORMANCE OF THE EQUIPMENT, (IV) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE EQUIPMENT, AND ANY INABILITY TO OBTAIN THE EQUIPMENT OR DELAYS IN SHIPPING, OR (V) ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREOGOING. UPON THE LESSEE'S ACCEPTANCE OF THE EQUIPMENT, THIS LEASE IS NOT SUBJECT TO CANCELLATION, TERMINATION, MODIFICATION, REPUDIATION, EXCUSE OR SUBSTITUTION WITHOUT THE CONSENT OF THE LESSOR. Neither manufacturer nor any agent of the supplier or manufacturer is an agent of LESSOR, or is authorized to waive or modify any term or condition of this Agreement.

 Lessorship: We are the LESSOR of the Equipment and have title to the Equipment. This agreement is intended by LESSOR and LESSEE to be a true Lease and not a sale; and nothing contained herein shall be construed.
- to give LESSEE any right, title, interest in the Equipment, except as a LESSEE of the Equipment. Both the LESSOR and the LESSEE agree that the remaining useful life of the Equipment exceeds the original term of the Lease. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any statement of other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and re-filed and rerecorded. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filing, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement.
- Re-delivery and Renewal: If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months. It is your responsibility to advise us in writing at least 30 days prior to expiration of your intention to either return the Equipment or continue the Lease. Provided you have given timely notice of your intention to return the Equipment, you shall return the Equipment, freight and insurance prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. You cannot pay off this Agreement or return the Equipment prior to the scheduled end of the Term without our consent. If we consent, we may charge you (in addition to other amounts owed including the accelerated balance of remaining lease payments) an early termination fee equal to 5% of the amount we paid for the Equipment.
- Maintenance, Risk of Loss and Insurance: You are responsible for keeping the Equipment in good working order, consistent with manufacturer guidelines and serviced by vendor authorized servicing dealers approved by the Lessor, unless this Lease includes the full service addendum, attached herewith, in which case except for failure to providing suitable installation environment, approved supplies, neglect, fire, act of God, vandalism, misuse. alteration, any modification or maintenance not performed by our representatives, or the use of the Equipment for other than the purposes and to the capacity for which it was designed. We are responsible for keeping the Equipment in good working order, except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay Lease payment(s). You agree during the term of this Agreement to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You shall furnish us with certificates of such insurance or copies of policies upon request, and shall furnish us with renewal certificates not less than ten (10) days prior to the renewal date. If you fail to maintain insurance or provide evidence of insurance in accordance with the terms of this paragraph, you agree that we have the right but not the obligation to obtain such insurance, in which event you pay us for all costs thereof. You agree to promptly notify any appropriate insurer and us of each and every occurrence which may become the basis of a claim or cause of action against the insureds and provide us with all data pertinent to such occurrence.
- indemnity. We are not responsible for any losses or injuries caused by the installation (unless LESSOR performs installation) or use of the Equipment. You agree to indemnify us for and to defend and hold us harmless against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment, the use thereof, or the possession thereof, unless resulting from the direct actions of the LESSOR, its employees or authorized
- Taxes/Fees and Liens: You agree to pay when due or reimburse us for all taxes, (including but not limited to sales/use, personal property) fees, fines and penalties relating to use or possession of the Equipment or to this Agreement, now or thereafter imposed, levied or assessed by any state, federal or local government or agency. This transaction may be subject to the sales/use tax laws of the state in which the Equipment is located. You authorize us to advance the tax and increase your monthly payment for the tax applicable. LESSEE shall, at its expense, protect and defend LESSOR's title against all persons claiming against or through LESSEE, and shall at all times keep the Equipment free from any legal process whatsoever, including, but not limited to, liens, attachments levies and executions. LESSEE shall give immediate written notice to LESSOR of any legal actions, liens attachments, levies or executions against the Equipment and shall indemnify LESSOR from all loss caused thereby.
- Location of Equipment: You will keep and use the Equipment only at your address shown. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.
- Default: You shall be in default under this Agreement if you: (a) fail to pay the Lease or any other payment hereunder when due; (b) fail to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after LESSOR shall have given LESSEE written notice of default with respect thereto; (c) become insolvent; (d) make an assignment for the benefit of creditors; (e) have a receiver, trustee, 10 conservator or liquidator appointed with or without your consent; (f) dissolve or pass a resolution to windup or liquidate; (g) have a secured party take possession of all or substantially all of your assets; (h) have an execution, attachment, sequestration or other legal process levied, enforce or sued on or against all or substantially all of your assets; (i) fail to make a payment under any other agreement between us when due; (j) default under any other agreement between us; or (k) are generally unable to pay your debts as they become due.
- Remedies: Upon your default under this Agreement, any obligation of ours to lease Equipment or items thereof to you shall terminate. Upon your default under this Agreement, we may, at our option, (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by you of the applicable covenants of this Agreement or to recover damages for breach thereof; and/or (b) without notice or demand, declare immediately due and payable the sum of all Lease payments and other amounts then due and owing under this Agreement or any schedule thereto, plus the sum of the Lease payments for the unexpired term of this Agreement or any schedule thereto and thereupon we shall have an immediate right to pursue all remedies provided by law, including, without limitation the following: (i) you agree to put us in possession of the Equipment upon demand; (ii) we are authorized to enter any premises where the Equipment is situated and take possession thereof without notice or demand and without legal proceedings; (iii) active may lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and apply the net proceeds, less selling and administrative expenses, on account of your obligations under this Agreement; and (v) charge you for all the expenses incurred in connection with the enforcement of any of our remedies including costs of collection, reasonable attorney's fees and court costs. If upon your default under this Agreement, we bring suit or otherwise incur expenses for protection of our rights, you will be liable for interest on amounts due us under this Agreement at the rate of one and one-half percent (1-1/2%) per month until paid, but in no event more than the maximum rate permitted by law. All of our remedies are cumulative, and in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.
- Assignment: You have no right to sell, transfer or assign this Agreement, sublease the Equipment or permit the Equipment to be used by anyone other than the LESSEE without our prior written consent. We may sell, assign or transfer this Agreement without notice. You agree that we have now and will not have to perform any of our obligations. You agree that the right of the new LESSOR will not be subject to any claims, defenses, or set-offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
- OUR ODIGIBIDIONS REPRINDED.

 OUR OUR OF THE STATE OF MISSOURI. THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF MISSOURI. COUNTY OF ST. LOUIS COUNTY, OR OF ANY FEDERAL COURT LOCATED IN SUCH STATE IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. LESSEE WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS IN CONNECTION WITH SUCH ACTION OR PROCEEDING AND AGREES THAT THE SERVICE THEREOF MAY BE WADED BY CERTIFIED OR REGISTERED MAIL TO THE LESSEE AT ITS ADDRESS SET FORTH HEREIN, PROVIDED THAT REASONABLE TIME FOR APPEARANCE IS ALLOWED. LESSEE, TO THE EXTENT PERMITTED BY LAW, WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG LESSOR, LESSEE OR ANY GUARANTOR. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED BY THE SECTION 24-508 THROUGH 24-522 OF THE UNIFORM COMMERCIAL CODE
- Customer P.O.: You agree that any Purchase Order issued to us covering the Lease of this Equipment, is issued for purposes of authorization, and none of its terms and conditions shall modify the terms of this Agreement 14
- Force Majeure: If the performance by LESSOR of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, act of terrorism, war or any other 15. casualty, by any act or request of a governmental body, or as a result of any cause beyond the control of LESSOR which cannot be overcome by reasonable diligence and without unusual expense. LESSOR shall be excused casuary, by any act or request or a governmental work, or as a result or any case beyond the control of ECSOR within calling to be determined in which characteristic properties from such performance to the extent that such event shall continue to prevent, initiate or delay performance. If such condition(s) shall prevent performance permanently of any of EESOR's obligations hereunder, LESSOR shall notify LESSEE, as soon as reasonably practicable thereafter, in writing, of the nature and extent thereof and LESSOR shall be excused from all further performance hereunder.
- Entire Agreement: This Agreement and attached Maintenance Agreement if referenced on front of Lease, contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the authorized parties. Notwithstanding the foregoing, the parties hereto may execute one or more supplemental contracts, which shall become part of this Agreement. No amendments or changes to this Agreement shall be effective unless made in writing separate herefrom and signed by the parties hereto in accordance with the original requirements for acceptance. 16.
- Waiver: The failure by the LESSOR, after any default by LESSEE, to exercise any right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the LESSEE, shall not be a waiver of any such default or right to which the LESSOR is entitled, nor shall it in any way affect the right of the LESSOR to enforce such provisions at a later date.

 Severability: If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under the applicable laws of any jurisdiction in which it is sought to be enforced, then, such provision shall be deemed inapplicable 17
- 18 and omitted, but shall not invalidate or affect the remaining provisions of this Agreement.
 - Notice: All written notices, consents, and other communications required or permitted under this Agreement shall be made in writing and shall be (as elected by the person or entity given such notice) (a) hand delivered by resistance of control to the parameter of the parameter o Attn: VP/Secretary Address: 2145 Hampton Ave. St. Louis, MO 63139 Datamax Inc. Leasing Division If to I ESSEE Attn: .Address:
 - Each such notice shall be deemed delivered on the earlier of (i) the date actually delivered if by messenger or courier service or express courier service or, (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.
- Miscellaneous: This Agreement inures to the benefit of, and is binding upon the parties hereto and their respective heirs, legatees, personal representatives, successors and assigns. If more than one LESSEE is named in Intis Agreement, the liability of each shall be joint and several. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Lease and all of which, when taken together, will be deemed to constitute one and the same lease. The exchange of copies of this Lease and of signature pages by facsimile and/or email shall constitute effective execution and delivery as to the pages and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile and/or email shall be deemed to be their original signatures for any purposes whatsoever. Customer Initial:



ImageCare Management | Addendum

PO Number

Datamax Texas

Full Legal Name

800 Freeport Parkway, Suite 400, Coppell, TX 75019

Web: www.datamaxtexas.com • Email: customersupport@datamaxinc.com

The Datamax MaxCare® Support Agreements comprise a dynamic portfolio of managed services and maintenance programs that represents our commitment to helping our clients achieve their business goals through stable, reliable technology foundations that are managed using industry-defining best practices. In support of this alliance, we're proud to present ImageCare — a total care maintenance solution for organizations with monochrome and/or color devices. Provided the equipment specified herein is continuously covered by the ImageCare Support Agreement, Datamax agrees to offer the following plans and guarantees designed to maximize your core business operations.

0	Full Legal Name Hop	kins Co	unty	Account Number		P	O Number		
BILL-TO	Billing Address P.O. Box 288			City	Sulphur Springs	St	tate TX	Zip Code 75483	
a	Contact Name She	lly Wise		Phone Number	903-438-4012	E	mail Address swiser	r@hopkinscountytx.org	g
	Ship-To Company Hop	kins Co	unty Jail	Account Number	60HC13	0	Office Hours		
SHIP-TO	Shipping Address 298 Rosemont Street			City	Sulphur Springs	S	tate TX	Zip Code 75482	
တ်	Key Operator Name Jud	ge Robe	rt Newsom	Phone Number	903-438-4006	E	mail Address rnews	om@hopkinscountytx.	.org
	Qualified Equipment Type	s							
	Equipment Condition/Gua	rantee Term			Contract Start Date		Addendum Numb	per	
	New Equipme	ent	[5 Year ImageCare Guarantee	Term]	This Addendu	ım Replaces the Pres	sent Agreement/Add	dendum on:	
	<u>U</u> sed Equipment[4 Year ImageCare Guarantee Term			Term]	Model # (s): DX (C5850i	Ta	ig # (s): SC0474	
EQUIPMENT COVERED	Q		Tag # Seri	ini#	Total Black Meter Start	t Total Color Meter	r Start Program Type		
OVE	iF C5160	New/Used New	Canon imageFORCE C5160	rag # Sen	di #	Total black weter stall	Total color Mictor	Trogram Type	
S									
Ä									
탏									
Ĭ									
	Comments Sol	rcewell	USA Contract #112124-CAN / S	ourcewell Accou	nt # 178011		Equipmen	nt Schedule Attached	
H	The above refer	enced equip	ment, hereinafter referred to as "Equipmer	nt." is covered under the	terms and conditions of the	is ImageCare Managemer	nt Addendum, hereinafter	referred to as	
	"Addendum." by	Datamax of	Texas, hereinafter referred to as "Compar per, transparencies, staples, etc.) at no add	ny." This Addendum inc	ludes all service calls, elec	ctrical and mechanical part	ts, fuser oil, drums and bla	ack/color toner (not to	
	Addendum:	such as par	per, transparencies, stapies, etc.) at no auc	Illional Charge. This Au	deliquiti does support talio	em Equipment comiguration	ons. The following plans a	TO SHOULD WHO WHO	_
		mageC	are Lease Plan						
	Mon	thly payme	ent covers:	black co	ppies/prints per month a	nd	color co	opies/prints per month.	
		Caral and	and the telephone to and						
1	Add		ies/prints to be invoiced						
	Add		or quarterly at:	*per black	ck copy/print and		*per color copy/pri	int.	
S		monthly	or quarterly at:	*per blad	ck copy/print and		*per color copy/pri	int.	
LANS		monthly	or quarterly at:	*per blac		n. For a period of one (1		int.	
RE PLANS		monthly	or quarterly at:	Sourcewel		n. For a period of one (1 color copies/prints per	1) year which covers:	int.	
ECARE PLANS		mageC tomer agree	or quarterly at:	Sourcewell	I CPC per month		1) year which covers:	int.	
MAGECARE PLANS		mageC tomer agree	or quarterly at: care Monthly Plan es to pay monthly in advance black copies/prints per m	Sourcewell nonth and monthly or	I CPC per month		1) year which covers:	int.	
IMAGECARE PLANS	Cust	mageCotomer agree *0 Additiona \$0.008	or quarterly at: Care Monthly Plan Description black copies/prints per mall copies/prints to be invoiced *per black copy/print and	Sourcewell nonth and monthly or	I CPC per month *0 quarterly at:	color copies/prints per	1) year which covers:	int.	
IMAGECARE PLANS	Cust	mageC tomer agre *0 Additiona \$0.006	or quarterly at: care Monthly Plan es to pay monthly in advance black copies/prints per m copies/prints to be invoiced *per black copy/print and care Quarterly Plan	Sourcewell nonth and monthly or	Per month *0 quarterly at: \$0.05896	*per color copy/print.	1) year which covers: r month.	int.	
IMAGECARE PLANS	Cust	mageC tomer agre *0 Additiona \$0.006	or quarterly at: Care Monthly Plan Description black copies/prints per mall copies/prints to be invoiced *per black copy/print and	Sourcewell nonth and monthly or	Per month *0 quarterly at: \$0.05896	color copies/prints per	1) year which covers: r month. (1) year which covers:	int.	
IMAGECARE PLANS	Cust	mageCtomer agree *0 Additiona \$0.006 mageCtomer agree	gre Monthly Plan ges to pay monthly in advance black copies/prints per m gl copies/prints to be invoiced *per black copy/print and grare Quarterly Plan ges to pay quarterly in advance black copies/prints per qu	Sourcewel	Per month *0 quarterly at: \$0.05896	*per color copy/print.	1) year which covers: r month. (1) year which covers:	int.	
IMAGECARE PLANS	Cust	mageCtomer agree *0 Additiona \$0.006 mageCtomer agree	gare Monthly Plan ees to pay monthly in advance black copies/prints per mal copies/prints to be invoiced "per black copy/print and eare Quarterly Plan ees to pay quarterly in advance	Sourcewell nonth and monthly or unarter and mriy at:	Per month *0 quarterly at: \$0.05896	*per color copy/print.	1) year which covers: r month. (1) year which covers:	int.	
IMAGECARE PLANS	Cust	mageCtomer agree *0 Additiona \$0.000 mageCtomer agree Additiona	gare Monthly Plan ees to pay monthly in advance black copies/prints per m copies/prints to be invoiced are Quarterly Plan ees to pay quarterly in advance black copies/prints per quarterly in advance black copies/prints per quarterly plan ees to pay quarterly in advance black copies/prints per quarterly plan ees to pay quarterly in advance	Sourcewell nonth and monthly or uarter and mrty at:	Per month *0 quarterly at: \$0.05896	*per color copy/print. er. For a period of one (color copies/prints per	1) year which covers: r month. (1) year which covers: r quarter.		
IMAGECARE PLANS	Cust	mageCtomer agree *0 Additiona \$0.000 mageCtomer agree Additiona	gare Monthly Plan ees to pay monthly in advance black copies/prints per m al copies/prints to be invoiced *per black copy/print and eare Quarterly Plan ees to pay quarterly in advance black copies/prints per quarterly copies/prints per quarterly copies/prints per quarterly copies/prints to be invoiced quarterly copies/prints copies/prints to be invoiced quarterly copies/prints copies/prin	Sourcewell nonth and monthly or uarter and mrty at:	Per month *0 quarterly at: \$0.05896	*per color copy/print. er. For a period of one (color copies/prints per	1) year which covers: r month. (1) year which covers: r quarter.	omer Initial:)

ImageCare | MAXimizer Training Guarantee

The Company guarantees to provide a one (1) hour MAXimizer Learning® Stand-Alone Training Module which covers a stand-alone Equipment overview, basic operations, advanced operations, troubleshooting and maintenance. For Production Systems, the Company will provide a two (2) hour Training Module. The MAXimizer Learning® Stand-Alone Module provides for a one (1) time class with up to five (5) users trained. Additional training will be provided at the Company's then current hourly training rates.

ImageCare | Up to 5 Year Preventive Maintenance Guarantee

The imageCare Preventive Maintenance Guarantee is a service management process designed to systematically inspect and proactively maintain Equipment in order to minimize untimely failures and maximize a long operating life. The Company will provide Preventive Maintenance conveniently scheduled at your request to inspect, clean and lubricate your Equipment. Leveraging PrintView™ Remote Device Management technology, the Company will evaluate parts utilization, performance and history and establish inventory levels necessary to assist in anticipating the Customer's needs. The Company will replace all parts and install upgrades or factory retrofits as required.

ImageCare | Up to 5 Year Response Time Guarantee

The Company guarantees an average response time for service (excluding scheduled Preventive Maintenance calls) of four (4) hours or less within a 40-mile service area Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding holidays. For Production Systems, the Company guarantees an average response time of two (2) hours or less. The Company's response time is calculated by recording the time we received your call and subtracting it from the time our technician is on location to repair the Equipment. Service calls resolved remotely are included in the response time calculation. Should the Company not maintain an average response time for a six (6) month period of four (4) hours or less, the Company will credit twenty-five percent (25%) of the next six (6) months' service contract base charge allowance for the designated equipment affected. Should the Company not maintain an average response time for a six (6) month period of two (2) hours or less for Production Systems, the Company will credit ten percent (10%) of the next six (6) months' service contract base charge allowance for the designated equipment affected.

ImageCare | Up to 5 Year Free Loaner Guarantee

The Customer has the added security of knowing that if their Equipment is not performing to the manufacturer's specifications or is required to be returned to the Company's service facility for any reason, a loaner machine will be delivered FREE OF CHARGE within eight (8) business hours of the decision to provide the loaner. The Free Loaner Guarantee does not apply to Production Systems.

ImageCare | Up to 5 Year Replacement Guarantee

The Company will replace the Equipment specified herein with a like or substantially similar piece of Equipment at the Customer's request, should the Company be unable to maintain the Equipment to manufacturer's specifications

ImageCare | Up to 5 Year Total Satisfaction Guarantee

If you are not completely satisfied with the performance of your new equipment, you may cancel your imageCare Agreement at the end of 90 days WITHOUT penalty. Any lease and service charges incurred up to this point must be paid in full.

- 1 In consideration of the performance and observance by the Customer of the terms and conditions herein, the Company agrees, subject to terms and conditions herein, to perform all necessary service on the Equipment described herein according to manufacturer's specifications unless the Equipment malfunction is caused by fire, act of God, vandalism, Customer misuse or neglect, or unauthorized modifications or repairs. The terms, conditions, and performance guarantees described herein are in effect for the term of lease, provided the Equipment has been continuously covered under this Addendum and has not been placed in an environment where it is being used on a regular basis in excess of the manufacturer's monthly volume recommendations.
- 2 The Customer agrees to appoint a key operator to ensure reasonable care in the operation of the Equipment and provide all consumable supply items as frequently as needed for maximum copy/print quality. The Company will supply all toner necessary, provided the black & white copy/print application is within twenty percent (20%) of the industry standard six percent (6%) density coverage on a letter size (8 1/2 x 11) sheet of paper, and if applicable, the color copy/print application is within twenty percent (20%) of the industry standard twenty (20%) density coverage on a letter size (8 1/2 x 11) sheet of paper. Applications with excessive density coverage will be subject to a surcharge. (11 x 17) copies and prints will be billed as two (2) meter clicks. Only supplies (other than paper) that are provided by the Company may be used in conjunction with this Addendum. The Customer agrees to keep the supplies provided by this Addendum in a safe place and only use them in the Equipment covered by this Addendum.
- 3 The Customer agrees to provide a fixed wall outlet that meets manufacturer electrical requirements for all Equipment covered under this Addendum. If the Customer fails to provide satisfactory power to the Equipment, resulting in increased service calls and/or Equipment damage, the Customer will be billed for parts and labor at the Company's current labor rates for repairs. This Addendum does not cover damage due to lightning or power surges.
- 4 The Customer agrees to allow the installation or use of a pro-active service software by the Company to facilitate service information required by this Addendum.
- 5 Should the Company not be able to automatically collect meter reading information for any reason via aforementioned software, the Customer agrees to provide such readings on a manual basis each month. Should meter readings not be obtained monthly from the Customer, the Company will estimate meters for contract billing purposes. Estimated meter disputes that result in a contract billing adjustment will be subject to an administrative processing charge.
- 6 Unless specifically configured by the Customer, certain software applications utilize a "composite" or "process" black as the output default for black prints and/or copies. Composite or process black is made up of multiple colors (i.e. CMYK). All composite or process black images will be billed by the Company as color images.
- 7 All scheduled service calls and intervening calls will be performed during the Company's normal working hours. Service calls requested for those other than the Company's normal working hours will be charged to the Customer at the Company's then current rate for after-hours service. Should the Customer relocate the Equipment, the rate could be increased for the balance of the term.
- 8 Network, workstation, software application, and print driver-related issues are not considered under this Addendum. Remediation for these issues is available on an hourly basis at \$150 per hour.
- 9 The Company reserves the right to increase this Maintenance Addendum on an annual basis as dictated by changing market conditions.
- 10 This Maintenance Addendum is automatically renewed under the existing conditions for successive one (1) year periods upon invoicing by the Company at the rate in effect at the time of renewal. The renewal of this Addendum may be terminated in writing thirty (30) days prior to the time of renewal by the Customer or Company.
- 11 Upon Addendum completion, the Customer agrees to pay the additional per copy/print charge for any copies/prints used in excess of those previously billed. The Customer also agrees to return any unused consumable supplies provided by the Company for use in the Equipment that are on hand or installed at time of Addendum completion.
- 12 The Company shall not be obligated to provide the guarantees and services as called for in this Addendum unless the Customer is current with all payments due to the Company under the terms of this Addendum or any other Addendum relating to the lease or purchase of the specified Equipment.
- 13 This Addendum is subject to the approval of the Company.
- 14 For a cost-per-page maintenance Addendum, the Company reserves the right to charge a minimum annual service billing of \$500.00.
- 15 EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED WITH RESPECT TO SERVICES OR PRODUCTS FURNISHED HEREUNDER INCLUDING MERCHANTABILITY OR FITNESS FORA PARTICULAR PURPOSE.

	CEPTANCE	This Addendum is Accepted Declin X CUSTOMER SIGNATURE	County Judge	7-29-25 Date
	AC	DATAMAX AUTHORIZED MANAGEMENT APPROVAL	Title	Date
1				