



MAP Agreement

APPLICATION NO. _____

CONTRACT NO. _____

Meter Reading Contact Person : _____

Managed Account Program

Phone: 800.892.8548 | Fax: 800.847.3087

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Marco Technologies LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER Independent School District No. 709		STREET ADDRESS 215 N 1St Ave E	
CITY Duluth	STATE MN	ZIP 55802	PHONE 218-336-8738
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS	
CITY	STATE	ZIP	EMAIL
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)			

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Make/Model/Accessories	Serial #	Starting Meter B&W
1. See Attached Schedule A-1		
2.		
3.		

Minimum Payment* \$ 6,074.18 B&W Print Allowance 1,200,000 Excess Print Charge - B&W* \$0.002790
*plus applicable taxes

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Make/Model/Accessories	Serial #	Starting Meter B&W
1.		
2.		
3.		

Minimum Payment* \$ _____ B&W Print Allowance _____ Excess Print Charge - B&W* _____
*plus applicable taxes

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to the monthly Lease Payment.)

Do you wish to enroll in the Marco Support Desk for equipment listed herein?
 Yes OR No

Number of Devices Enrolled: _____

Marco Support Desk Device Fee's
 1 - 5 Devices : \$10 6 - 15 Devices : \$20 16+ Devices : \$30

If enrolled, the equipment on this contract will qualify for Marco Support Desk. If no box is checked, then you have elected to waive Marco Support Desk coverage for equipment listed herein.

FREQUENCY OF MINIMUM PAYMENT

Please Check One: Monthly Quarterly Semi Annually Annually

METER READING FREQUENCY

Please Check One: Monthly Quarterly Semi Annually Annually

TERM AND PAYMENT SCHEDULE

Term in Months 48

The contract payment ("Minimum Payment") period is monthly unless otherwise indicated.

SUPPLIES COVERAGE LEVELS

Please Check One: All Inclusive B&W Inclusive No Supplies Included
(If none is checked, no supplies will be included)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**OWNER ACCEPTANCE**

Marco Technologies LLC _____ _____ _____
 OWNER SIGNATURE TITLE DATE

PRIVACY AND INFORMATION SECURITY

You acknowledge that the equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment. You agree to be responsible for safeguarding any PCI and you agree to indemnify and hold Marco Technologies LLC harmless from any loss, misappropriation or breach of the PCI that may be stored on your Equipment.

Independent School District No. 709 _____ _____ _____
 CUSTOMER (as referenced above) SIGNATURE TITLE DATE

CUSTOMER ACCEPTANCE

By signing below, you certify to Owner that you have received, read, and agree to all terms and conditions on this page and on second of this two-page Agreement.

Independent School District No. 709 _____ _____ _____
 CUSTOMER (as referenced above) SIGNATURE TITLE DATE

FEDERAL TAX I.D. # _____

PRINT NAME: _____

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been received, installed, inspected, and is fully operational and unconditionally accepted.

Independent School District No. 709 _____ _____ _____
 CUSTOMER (as referenced above) SIGNATURE TITLE DATE OF DELIVERY

1. AGREEMENT: For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or agree that you have requested that we finance certain licensed software and services for you ("Financed Items"), which are included in the word "Equipment" unless separately stated, all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. Unless otherwise stated in an addendum hereto, this Agreement will renew for 12-month term(s) unless you (a) provide us written notice between 90 and 150 days (before the end of any term) that you want to return the Equipment and (b) you timely return the Equipment in accordance with paragraph 3 of this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. RENT, TAXES AND FEES: You agree to pay the amounts payable under the terms of this Agreement (each, a "Payment") when due, plus any applicable sales, use and property taxes. If more than one Minimum Payment is listed on the first page or on the attached Schedule(s), you agree that you are obligated to pay the sum of the Minimum Payments. The Minimum Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You cannot pay off this Agreement or return the Equipment prior to the end of the term without our consent. If we consent, we may charge you, in addition to the other amounts owed, an early termination fee equal to 5% of the price of the Equipment. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: We are the owner of the Equipment and have sole title to the Equipment (excluding Financed Items). We do not own any software that is included with the Financed Items and cannot transfer any interest in such software to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you agree to return all but not less than all of the Equipment (excluding Financed Items) and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existing statement.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk of loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or destruction of or damage to the Equipment will relieve you from your payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, at our election, you will either repair or replace the damaged/destroyed Equipment with comparable equipment acceptable to us, or pay to us (a) all past due amounts and (b) all remaining Payments for the unexpired term, plus our booked residual (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer our rights under this Agreement, in whole or in part, without notice. You agree that if we sell, assign or transfer an interest in this Agreement and/or the Equipment hereunder, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay the Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender; (b) you make or have made any false statement or misrepresentation to us; (c) you or any guarantor dies, dissolves or terminates existence; (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition; or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: 1) the greater of 5% of the Payment which is late or \$20.00 or 2) if less, the maximum charge allowed by law. If you are ever in default, at our option, we may require that you pay 1) all past due amounts, and 2) all remaining Payments for the unexpired term, plus our booked residual (both discounted at 2%). We may recover interest on any unpaid amount, from the due date, at the rate of 18% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) at your expense, return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due, in the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repositioning, moving, storage, repair and sale. The net proceeds of the sale of any Equipment, if any, will be credited against the amounts you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-507 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

8. FAXED OR SCANNED DOCUMENTS, MISC: If requested, you agree to submit the original duly-signed documents to us along with the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. You waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time.

9. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU ARE UNCONDITIONALLY OBLIGATED TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDED BY US TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of our principal place of business or, if we assign this Agreement, our assignee. You consent to jurisdiction and venue of any state or federal court in the state in which we, or, if we assign this Agreement, our assignee, has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

11. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, and, if indicated by the selection of a Supplies Coverage Level on the first page of this Agreement, maintenance (during normal business hours), inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation. Paper, staples and MICR cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. If included, the amount payable under this Agreement for supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, we in our sole discretion reserve the right to increase the amount payable under this Agreement for supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. We may charge you a monthly supply freight fee to help offset our costs of delivering supplies to you.

12. EXCESS CHARGES AND COST ADJUSTMENTS: You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. If we are unable to gather a meter reading from you using your preferred method of collection after 3 attempts, you will be assessed a \$3 fee per month per device to collect your reads. If you make more than the applicable allowed prints in any period, you agree to pay us an additional amount equal to the number of excess prints made during such period, multiplied by the applicable Excess Print Charge. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s).

13. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PRINT VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

14. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on Minimum Payment, prorated on a 30-day calendar month, and will be included on your first invoice.

15. SUPPLIES LEVEL COVERAGE INFORMATION: All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. B&W Inclusive is defined as only including black toners, black developers, black drums and black drums kits. Cyan, magenta and yellow toners, developers, drums and drums kits are not included. No Supplies Included is defined as not including any toners, developers, drums or drums kits.

16. MARCO SUPPORT DESK: The Managed Account Program agreement includes access to the Marco Support Desk, Monday-Friday from 8:00 am to 5:00 pm CST. Marco Support Desk is included for all Equipment listed on this Agreement and is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates. Marco Support Desk includes the following:

- Changes to your network such as: replaced or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a best attempt to reconfigure scan to email for changes made by your Internet Service Provider.
- Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations; Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software.
- New or upgraded end user software that results in printing issues requiring updating print drivers or configurations; Additional training sessions for key operators and/or end users; Other printing or scanning software related issues as it applies to the imager(s).



MAP
Schedule A-1

APPLICATION NO.

CONTRACT NO.

Phone: 800.892.8548 Fax: 800.847.3087

This MAP Schedule 'A' is to be attached to and becomes part of the Agreement dated _____ by and between the undersigned and Marco Technologies LLC

SUPPLIES COVERAGE LEVELS

Please Check One: [X] All Inclusive [] B&W Inclusive [] No Supplies Included (If none is checked, no supplies will be included.)

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with 4 columns: Make / Model / Accessories, Serial #, Starting Meter Color, Starting Meter B&W. Rows 1-4 contain 'KONICA 1250 (NASPO 3091)'. Rows 5-30 are blank.

CUSTOMER ACCEPTANCE

This MAP Schedule 'A' is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Independent School District No. 709 X
CUSTOMER SIGNATURE TITLE DATED

**STATE AND LOCAL
GOVERNMENT ADDENDUM**

**AGREEMENT #
2138442**

Addendum to Agreement # 2138442, dated _____, between INDEPENDENT SCHOOL DISTRICT NO. 709, as Customer and MARCO TECHNOLOGIES, LLC, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

**TERMS AND CONDITIONS
ADDENDUM**

**AGREEMENT #
2138442**

Addendum to Agreement # 2138442, between **INDEPENDENT SCHOOL DISTRICT NO. 709**, as Customer and Marco, Inc., as Owner. The words you and your refer to Customer. The words we, us and our refer to Owner.

The parties wish to amend the above-referenced Agreement as follows:

Paragraph 11. MAINTENANCE AND SUPPLIES:

Sentence 2 has been modified to read as follows:

"Paper and MICR cartridges must be separately purchased by you."

Sentences 6 and 7 have been removed in their entirety:

"If included, the amount payable under this Agreement for supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, we in our sole discretion reserve the right to increase the amount payable under this Agreement for supplies in order to adjust for any increased toner and developer usage in excess of the industry standard."

The last sentence has been removed in its entirety:

"We may charge you a monthly supply freight fee to help offset our costs of delivering supplies to you."

Paragraph 12. EXCESS CHARGES AND COST ADJUSTMENTS:

The last sentence has been removed in its entirety:

"At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s)."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Owner to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Marco, Inc.

Owner

Signature

Title

Date

INDEPENDENT SCHOOL DISTRICT NO. 709

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.