



MAINTENANCE AGREEMENT

DATE SUBMITTED

ACD #/ORDER #

BILL TO	CUSTOMER NAME DENTON INDEPENDENT SCHOOL DISTRICT	SHIP TO (IF DIFFERENT)	CUSTOMER NAME
	ADDRESS P.O. Box 2387		ADDRESS
	CITY/STATE/ZIP Denton, Texas 76202		CITY/STATE/ZIP

CUSTOMER #	PARTY #	EXISTING MASTER AGREEMENT? YES <input type="checkbox"/> NO <input type="checkbox"/>	TAX EXEMPT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TAX EXEMPT CERT ATTACHED? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
BILL TO LOCATION #	BILL TO CONTACT NAME	BILL TO PHONE #	EMAIL ADDRESS		
SHIP TO LOCATION #	SHIP TO CONTACT NAME	SHIP TO PHONE #	EMAIL ADDRESS		
SHIP TO LOC WITHIN CITY LIMITS? YES <input type="checkbox"/> NO <input type="checkbox"/>	MAINTENANCE TERM 48mos	EFFECTIVE DATE	EMA PO NUMBER	PO EXPIRATION DT	
POINT OF SALE? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	EQUIPMENT TYPE FAX <input type="checkbox"/> COPIER <input checked="" type="checkbox"/>	LEASED EMA YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	LEASE TERM 48 (MOS)	LEASE PO NUMBER	SERVICE ZONE 1 <input checked="" type="checkbox"/> 3 <input type="checkbox"/>

Any changes to this agreement must be initialed by the customer

QTY	ITEM	DESCRIPTION	SERIAL #	PRICE LIST (Must Match Billing Frequency)	INSTALL DATE	EMA CHRG (monthly)	ALLOW (monthly)	CPC ABOVE ALLOW
63	VL2821				10/26/09	included	0	0.0083
6	VL3622				10/26/09	included	0	0.0053
23	VL4222				10/26/09	included	0	0.0048
15	VL5022				10/26/09	included	0	0.0046
4	VL6022				10/26/09	included	0	0.0047
3	VL7522				10/26/09	included	0	0.0037

EMA PRICE IS ANNUAL FOR FAX EQUIPMENT, MONTHLY OR QUARTERLY FOR ALL OTHER EQUIPMENT.

FULL SERVICE MAINTENANCE INCLUDES: (SELECTION REQUIRED) <input type="checkbox"/> CHEMICAL SUPPLIES (EXCLUDES PAPER & STAPLES) <input checked="" type="checkbox"/> CHEMICAL SUPPLIES & STAPLES (EXCLUDES PAPER) <input type="checkbox"/> NO SUPPLIES	ADDITIONAL REQUIREMENTS <input type="checkbox"/> Standard (Usage billed monthly in arrears; Based on date of Install; Consolidated) <input checked="" type="checkbox"/> Special (attach signed "Customer Billing Requirements" checklist) Connect Product to Customer Network? <input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, attach signed "Site Survey")
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CREDIT CARD RECURRING BILLING? YES <input type="checkbox"/> NO <input type="checkbox"/>	CARDHOLDER'S NAME	CREDIT CARD #	EXPIRATION DATE
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CUSTOMER ACKNOWLEDGEMENT

YOU ACKNOWLEDGE RECEIPT OF, AND AGREE TO BE BOUND BY OCE IMAGISTICS D/B/A OCE NORTH AMERICA CORPORATE PRINTING DIVISION ADDITIONAL MAINTENANCE TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN. ANY CHANGES THERETO MUST BE APPROVED IN WRITING BY OUR CORPORATE LEGAL DEPARTMENT OR SHALL NOT BE BINDING UPON US. IF A DIGITAL DEVICE IS BEING PROVIDED BUT NOT BEING CONNECTED AT THE TIME OF THIS ORDER, OUR SITE SURVEY IS REQUIRED PRIOR TO CONNECTION IN THE FUTURE.

CUSTOMER'S SIGNATURE	DATE	PRINT SIGNER'S NAME	PRINT SIGNER'S TITLE
SALES REP'S NAME	REP #	ORGANIZATION	BRANCH NAME
100% A		NATL <input type="checkbox"/> OFFICE <input type="checkbox"/> BPC <input type="checkbox"/> DPC <input type="checkbox"/>	
SALES REP'S SIGNATURE	DATE	BRANCH MANAGER'S SIGNATURE	DATE

Océ Imagistics Maintenance Agreement - Additional Terms and Conditions

Océ Imagistics Inc. d/b/a Océ North America Document Printing Systems ("we", "us" or "our") shall provide to the entity designated under the "Bill To Firm Name" on the first page, entitled "Maintenance Agreement" ("you" or "your") maintenance services for the equipment ("Equipment") and software ("Software") designated on such first page and on any Additional Equipment Page relating hereto, and shall make all adjustments, repairs and part replacements necessary to keep the Equipment, and any modifications to keep the Software, in good working order in accordance with its published specifications ("Maintenance"), pursuant to the terms and conditions of this Agreement. Said first page, these Additional Terms and Conditions, and any applicable Additional Equipment Page, shall constitute the "Agreement" and capitalized terms shall have the same meaning throughout.

WARRANTY. If, simultaneously herewith, you purchase the Equipment from us, or lease the Equipment through a third party leasing company, we warrant that (i) the Equipment, when delivered or installed (if applicable), whether new, newly manufactured, demo, or reconditioned (as defined by us), will be in good working order in accordance with its published specifications (unless you are purchasing your existing rental Equipment which is sold "AS-IS", "WHERE-IS", WITH ALL FAULTS); and (ii) we own the Equipment or otherwise have the right to sell such Equipment to you (or your leasing company) in accordance with the terms of this Agreement. In addition, only as to Equipment which is a non-metered facsimile machine (excluding your rental conversions), the warranty in subsection (i) will continue for a period of 90 days from the earlier of the date of installation, or ten (10) days after shipment, and only as to Equipment which does not copy, fax or scan ("Printer") will continue for a period of 12 months from the date of shipment, but shall not cover any malfunction resulting from an "Excluded Cause" as set forth hereinafter, or consumable parts, such as belts, print powder, drums, or other parts worn out by ordinary use of the unit of facsimile equipment. THESE WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO THIS AGREEMENT, THE EQUIPMENT, SOFTWARE, SERVICES AND THE SUPPLIES, AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REPAIR OR REPLACEMENT OF THE EQUIPMENT OR REPLACEMENT OF SOFTWARE OR SUPPLIES IS YOUR SOLE REMEDY. WE DO NOT ASSUME RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT, SOFTWARE OR SUPPLIES TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

MAINTENANCE. Providing you are not in default of this Agreement, we shall provide on-site Maintenance for all equipment (except Printers) during our normal business hours (9:00 AM to 5:00 PM, Monday – Friday, excluding federal holidays) for any unit of Equipment or Software that has continually been covered under an Océ Imagistics maintenance agreement. For requested Maintenance outside of our normal business hours, rates in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostics and maintenance services or utilize the Key Operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your Key Operator at no additional charge pursuant to our standard training policies. We shall provide Maintenance at no additional cost, unless the required adjustments, repairs or parts replacement are required due to: (i) failure to operate the Equipment or Software under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) lack of reasonable care in handling, operating, and maintaining the Equipment or Software, including damage by misuse or malintent; (iii) use of the Equipment or Software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) alterations to the Equipment or Software; (vi) the use of damaged materials or those not in compliance with the units specifications, such as paper or envelopes; (vii) the use of the Equipment in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Equipment or Software; (ix) force majeure events; (x) use of the Equipment or Software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external cause; (all of the foregoing causes collectively the "Excluded Causes"). We shall perform Maintenance necessitated by Excluded Causes at our then current time and materials rates, and quote an estimate of the cost for such Maintenance in advance if requested by you. For copier and multifunctional Equipment Maintenance, unless the malfunction is caused by an Excluded Cause, photoconductor drums, lubricants and other materials needed to service such Equipment are provided without additional charge, and print powder, developer, oil and master cartridges may or may not be included with Maintenance as indicated on said first page and on any Additional Equipment Page relating hereto. Notwithstanding the foregoing, Printers covered by Maintenance and not suffering a failure due to an Excluded Cause will be repaired through service by replacement via Océ standard shipping methods, and you agree to immediately return the defective unit in the replacement unit's carton.

MAINTENANCE TERM. This Maintenance agreement is effective for the term set forth in this Agreement, otherwise for twelve (12) months, as to each unit of newly purchased Equipment or Software from the earlier of the date of installation, or ten (10) days after shipment, or if the unit is existing Equipment, as of the date hereof, and will renew annually unless either party provides the other written notice of cancellation at least 30 days prior to renewal. If you cancel at any time other than on your anniversary date, we are not obligated to issue any credit invoice or refund. We may increase the listed charges annually. We have set our charges on the assumption that you are regularly operating the Equipment no more than one eight hour shift per day, and if you are using it in excess of that, we may increase our charges immediately to cover anticipated increased Maintenance costs. If you acquire additional accessories for the Equipment, we will provide coverage and adjust your rate accordingly. Upon notice, we may cancel Maintenance services at any time after 5 years from the date of last manufacture of the Equipment.

SOFTWARE/CONNECTIVITY. Any Software shall be licensed to you pursuant to the terms of the license agreement provided with such Software. You must complete our Site Survey prior to installation of any Equipment or Software that shall be connected to your computer network. In reliance on this information we will either proceed with the installation, or advise you of problems or potential problems that may limit the functionality or your use of such Equipment or Software. Once accepted by you, or if the Site Survey is incorrect or there are any changes to your computer network or software, any attempts by us to remedy such problems will be at our standard charges then in effect, and we make no representation or warranty that we can remedy such problems. Third party software not designated in this Agreement as serviced by us shall be subject to the license(s) and other agreement(s) between you and the third party provider(s), and we shall not have any obligation or liability for same.

SUPPLIES/ACCESSORIES. You shall purchase all supplies separately and they are not included in this Agreement unless otherwise indicated. Notwithstanding, Maintenance for Printers and non-metered facsimile machines does not include any supplies. Paper and staples are not included. Title and risk of loss will pass to you upon delivery of supplies to your street address. Supply yields vary by the types and sizes of originals copied as well as the copy paper used and are not guaranteed. The published yields quoted are based on coverage for an average 8 1/2" x 11" single-sided original. The amount of supplies we include in supplies-included maintenance plans are based on our expectation that your yields will match those published. We will use your actual copy volumes to determine quantities. Initial shipments will be based on the minimum copy volume of the plan you've selected. Additional supplies can be ordered through our Supply Line at the then published price. Supplies may be returned for credit provided that you return them to us in their original shipping packages within 30 days of delivery to you. No refunds will be issued. Supplies received under supplies-included maintenance plans or supplies pre-paid for delivery at a future date are not eligible for credit or refund. Accessories will be supplied as needed or requested at regular charges in effect at that time.

CUSTOMER OBLIGATIONS. You hereby agree to:

- Immediately notify us when Maintenance is required and provide us with access for inspecting or servicing the Equipment or Software during our normal business hours;
- Replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of Maintenance or cause damage to the Equipment;

(c) Timely accept delivery of the Equipment and Software;

(d) Comply with your obligations under this Agreement, including, to timely make all payments when due.

(e) Make available a key operator or machine operator, as the case may be, for our standard training in the use of the Equipment and Software. Should this person change, you shall inform us immediately;

(f) Provide complete and accurate information pertaining to your computer network and software programs should the Equipment be connected to your network, or Software be provided hereunder;

(g) Have the area where the Equipment is to be installed prepared and ready to receive the Equipment prior to its delivery, including providing adequate power, analogue phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Equipment installed upon delivery;

(h) Accurately complete the Site Survey for connected Equipment and Software;

(i) Have your computer(s) and/or network available and ready to receive any Software;

(j) Abide by the terms of any Software license agreement; and

(k) Execute any required documents to evidence our interests in the Equipment, Software and Supplies.

RISK OF LOSS/INSURANCE. You assume all risk of loss, injury or destruction of the Equipment, Software and Supplies as well as damage to property and injury to persons from any cause whatsoever (unless caused by us), at all times after its delivery, and such loss, injury or destruction shall not in any manner release you from the obligation to make any payments due under this Agreement. You shall indemnify us from such loss. You shall maintain adequate insurance on the Equipment, Software and Supplies to protect our interests as set forth herein.

TITLE. By signing this Agreement, you have created a security agreement and have given us a purchase money security interest in newly purchased Equipment and Supplies to protect our rights to retake such Equipment and Supplies if they are not paid for in full. Title to Equipment and Supplies shall pass to you (or your leasing company as applicable) upon delivery. Title to the Software shall remain with the licensor.

ASSIGNMENT/RELOCATION. You shall not: (i) assign your rights or delegate your duties under this Agreement without our written consent; and (ii) assign, transfer, sell, pledge, sublet or bail the Software, or newly purchased Equipment prior to your full payment to us for same. We may assign our rights under this Agreement, including collateral assignment under our credit facilities. If relocation of the Equipment or Software is required, we shall, upon 30 days prior written notice to us, disconnect and reconnect such Equipment, and reload such Software for an additional charge, plus packaging, rigging, and transportation charges associated with such relocation.

TAXES. In addition to payment of charges due under this Agreement, you shall pay all applicable taxes (local, state, and federal) which may now or hereafter be imposed or levied upon the Equipment, its use or operation, Maintenance, Software and Supplies, and any additional services or parts (exclusive of taxes based on or measured by our net income).

BILLING. We will invoice you for Supplies upon shipment of your order. The charges for Maintenance ("EMA Charges") will commence: (i) for newly purchased Equipment (a) which is not a facsimile machine or a Printer, from the date of installation (if applicable), or ten (10) days after shipment, or (b) which is a facsimile machine ninety (90) days from either of such dates; or (c) which is a Printer twelve (12) months from either of such dates; and (ii) for existing Equipment from the date hereof; and both will be billed monthly, quarterly or annually in advance, pursuant to our standard billing policies. Software license and installation fees will be charged upon installation, and license and/or maintenance fees will be billed monthly, quarterly or annually pursuant to our standard billing policies. In addition you agree to pay (i) the Overage Per Copy fee in excess of the Allowance, which shall be monthly, quarterly or annually in arrears pursuant to our standard billing policies, based on our estimate of your average, or the actual copy volume you provide to us; and (ii) a fuel surcharge and all other fees set forth in this Agreement. Periodically you agree to provide to us accurate meter readings to verify usage. If you fail to provide accurate meter readings as required, we shall bill you an estimated usage based on previous usage or the Equipment's rated copy volume. We may attempt to obtain such readings remotely if the unit of Equipment can electronically provide same, and you hereby grant to us the right to (i) obtain the readings remotely; and (ii) to utilize your network, internet service or phone lines for such purpose. A copy made that is larger than legal size (8 1/2" x 14") counts as two copies. Invoices are payable in full upon receipt without deduction, and you waive your right to set off. If you are leasing the Equipment through a third party leasing company, you agree that if we are not paid in full by the leasing company you are obligated to, and shall pay, the balance of the purchase price for all Equipment provided by us hereunder within 10 days of our invoice to you for us for same. Overage per copy fees and meter reads do not apply to non-metered facsimile machines or Printers.

DEFAULT/REMEDY. If you elect to cancel Maintenance or Software, early termination charges shall apply. These are equal to the aggregate of all remaining monthly, quarterly or annual EMA Charges or Software charges for the balance of the term of Maintenance services for such unit of Equipment or Software, plus all unpaid charges. Early termination charges will be waived if you replace such unit of Equipment or Software with a comparable Océ Imagistics product you purchase or rent from Océ Imagistics and sign a new maintenance agreement for such unit of Equipment for equal or greater value. If you default in any of your obligations under this Agreement, including, but not limited to, failing to timely pay any amounts due, you agree that we may, without notice and in addition to other remedies available to us at law and in equity, change your Maintenance and/or Supplies provided hereunder to C.O.D. or prepayment terms, or terminate any Software license. If we bring any action to enforce our rights under this Agreement, you agree to pay, all of our costs and expenses of collection and/or repossession, including reasonable attorney's fees and interest to the maximum extent permitted by law. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, OR FOR ANY LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA OR DOWNTIME, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS. You acknowledge and represent to us that you are utilizing the Equipment, Supplies, and Software for business purposes and this is a commercial (and not a consumer) transaction. This Agreement supersedes any contract or agreement of prior date between you and us pertaining to the specific units of Equipment or Software maintained hereunder. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut without reference to the conflict of laws provisions thereof. The parties hereby consent to the personal jurisdiction of the state and federal courts within the State of Connecticut, County of Fairfield, for the adjudication of all matters relating to, or arising under this Agreement.

ACCEPTANCE. ANY TERMS IN ANY ORDER, ADDENDA OR OTHER FORM PERTAINING TO THE SUBJECT MATTER HEREOF WHICH ARE ADDITIONAL TO AND/OR INCONSISTENT WITH THE PROVISIONS OF THIS AGREEMENT SHALL BE OF NO FORCE AND EFFECT AND SHALL NOT BE BINDING UPON US. NO MODIFICATION OF, OR ADDITIONS TO THE PRE-PRINTED BOILERPLATE TERMS OF THIS AGREEMENT SHALL BE BINDING UPON US OR BE EFFECTIVE UNLESS AGREED TO IN WRITING BY OUR CORPORATE LEGAL DEPARTMENT IN TRUMBULL, CT, AND YOU AGREE TO BE BOUND BY THE PRE-PRINTED, BOILERPLATE AND UNMODIFIED TERMS OF THIS AGREEMENT IF SUCH WRITTEN AUTHORIZATION IS NOT OBTAINED. Our acceptance of the pre-printed, boilerplate and unmodified terms of this Agreement is signified when our authorized invoice is issued. Installation of the Equipment does not constitute our acceptance. Execution of this Agreement by you is required prior to plan conversion. You acknowledge receipt of a copy of this Agreement. YOU WARRANT AND REPRESENT TO US THAT THE PERSON EXECUTING THIS AGREEMENT HAS THE REQUISITE AUTHORITY AND THAT THIS AGREEMENT SHALL BE BINDING UPON YOU. We may rely on a facsimile copy of your signature on this Agreement as an original signature.