CORPORATE OFFICE: 2612 FOUNDATION DRIVE, SOUTH BEND, IN 46628 (219) 288-2113

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Inc.

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COPIER MAINTENANCE AGREEMENT

| 9520 | | CCESSORIES 20BIN STR. SADF/LCT | SERIAL NO. 2723450473 | | INITIAL DATE & METER READING | |
|-----------------------------|-----------------------|--------------------------------------|--------------------------|----------------|---------------------------------------|---------|
| TERM OF AGREE | MENT | | INVOICED | DRUM | READING | DATE |
| 1 YEAR | ^{OR} 160,000 | COPIES WHICHEVER OCCURS FIRST | X OUARTER | | 353152 | 10/1/95 |
| BASE CHARGE | X QUARTERLY | COPIES INCLUDED IN BASE CHARGE | EXCESS COPY CHARGE | SERVICE ZONE | | |
| \$480,00 ^{PER} | | 40,000 | .012 | 1 | | |
| SALESMAN OR SERVICE MAN EFF | | ECTIVE DATE | | | | |
| STEVENS, GARY 10 | | | 1-95 / 9-30 | -96 | | |
| (SERVIC | CE, PARTS, LABO | OR AND SUPPLIE | S INCLUDED | IN THIS CONTRA | ACT.LESS | PAPSR |

| STAPLES) BILLING ADDRESS: | INSTALLATION ADDRESS: COMPANY NAME NASSAU COUNTY PUBLIC WORKS | | |
|---------------------------|---|--|--|
| COMPANY NAME | | | |
| ADDRESS | ADDRESS 2290 S.R. 200 | | |
| CITY STATE ZIP | CITY STATE ZIP FERNANDINA BEACH FL 32034 | | |
| ATTN: PHONE NO. | ATTN: ABELS PHONE NO. SUSAN ABLES (904-356-6670) | | |
| | FAX # (904-321-5763) | | |

Customer agrees to purchase and ADAMS-REMCO, INC., agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement.

No terms or conditions, expressed or implied, are authorized unless they appear on original of this agreement, signed by the Customer and ADAMS-REMCO, INC.

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

| APPROVED BY ADAMS-REMCO, INC. | | CUSTOMER ACCEPTANCE | | |
|---|-----------------|--|----------|--|
| Bary Colleven By: (Authorized Signature) | 11/8/95 Date | VASSAU COUNTY PUBLIC WORKS V: (Authorized Signature) Date 11.9.95 | - | |
| | -// | Printed Signature Name Printed Signature Name Title Title Purchase Order No. P.O. Dated | - zks | |

TERMS AND CONDITIONS

1. GENERAL 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 ADAMS REMCO, INC.'s (hereafter refered as ARI) control are not covered. In addition, ARI may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by ARI, or if parts, accessories or components not authorized by ARI 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. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

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 part described in Paragraph 4.

4. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the 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. When Maintenance Agreements include the copy drum, ARI will determine when drum replacement is necessary do to normal wear and tear. Drums will not be replaced at the customers request, or for scratches, marks, or other notable defects caused from customer neglect, abuse, or misuse. All maintenance agreements that do not include the copy drum, drum will be replaced as requested by customer at the then current retail price.

5. RECONDITIONING

When in its sole discretion ARI determines a shop reconditioning is necessary to keep the equipment in working condition, ARI will submit to customer an estimate 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, ARI may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew the agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at published rates.

6. TERMS

This agreement shall become effective upon receipt by ARI of the initial 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 ARI of the maintenance charge in effect at the time of renewal, provided that the customer is not then in default. In addition to any other rights under this agreement, either party may terminate this agreement at any time by giving written notice 30 days immediately prior to any anniversary date hereof to the other party.

7. CHARGES

The initial monthly/annual charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The monthly/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 ARI's invoice for such charges. Customer understands that alterations, attachments or specification changes 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) ARI 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 ARI's 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 Dealer service zone, ARI shall have the option to charge and the customer agrees to pay, the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a prorata basis. If equipment is moved beyond ARI's published service zones, 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 ARI's published rates for service on a "Per Call" basis.

Copiers sold by ARI are designed to give excellent performance with ARI authorized supplies, including paper, developer, toner and dispersant. If the customer uses other than ARI supplies, and if such supplies are defective or not acceptable for use on ARI machines, and cause abnormally frequent service calls or service problems, then ARI 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 ARI authorized supplies.

9. NO WARRANTY

Other than the obligations set forth herein, ARI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IM-PLIED WARRANTIES OF MERCHANTBILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. ARI 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 in which ARI is located applicable to agreements wholly negotiated, executed and performed in such State. It constitutes the entire agreement between the parties and may not be modified except in a writing signed by duly authorized officers of ARI and the customer.