

THE TERMS AND CONDITIONS BELOW ARE PART OF THIS AGREEMENT

GENERAL PROVISIONS

All services under this Agreement will be performed during the normal working hours of Simplex's normal working days unless specifically outlined as a special provision to the Agreement. The Customer will promptly notify Simplex of any malfunction in the system(s) which comes to the Customer's attention.

It is agreed that, in providing the system or services included in this Agreement, Simplex is not an insurer, and does not guarantee that no damage or injury to persons or property will occur. In the event that the system or any equipment or component thereof is altered, modified, changed, or moved, this Agreement may be immediately terminated at Simplex's option. Simplex refers to Simplex Time Recorder Co., a Massachusetts Corporation with Headquarters in Gardner, MA.

CUSTOMER RESPONSIBILITIES

Customer agrees:

- to properly dispose of any batteries replaced by Simplex Technicians;
- to provide free access to the equipment;
- to provide necessary equipment to reach inaccessible equipment and peripheral devices;
- to supply suitable electrical service;
- to supply a properly grounded electrical source;
- to power equipment covered by this Agreement (when in Simplex' opinion an electrical service is not adequate, it will be brought to customer's attention and Technician will not connect or reconnect power); and

that in the event of an emergency or system failure, reasonable safety precautions will be taken to protect life and property during the period of time from when Simplex is first notified of the emergency or failure and until such time as Simplex notifies the Customer that the system is operational or the emergency has cleared.

SIMPLEX RESPONSIBILITIES

Simplex will maintain the System in good working order, including where applicable, the adjustment and replacement of serviceable parts in the main frame and panels.

TOTALCARE PROVISIONS

(1) Simplex will provide the Customer with the annual allotted supply of Time Cards based on the number of employees using each clock per pay period. (2) The TOTALCARE Agreement is contingent upon the evaluation and approval of the Customer's existing time clocks, and only upon the clocks that the Simplex technician approves prior to signing the Agreement. (3) Simplex will use its best effort to service competitor time equipment, contingent upon the ability to obtain the necessary parts for such service. This Agreement excludes, without exception, service of any competitors' software used with non-Simplex time equipment.

DEPOT REPAIR

For Depot Repair Service it will be the Customer's responsibility to identify the defective hardware, contact Simplex for a Return Authorization Number at (1-508-343-8885), remove, adequately package, and return the hardware prepaid, to the Simplex Maintenance Depot and to re-install the repaired or (replaced) hardware.

PAYMENTS

Payment terms are net 30 days upon receipt of invoice. All payments for ongoing service will be made in advance of the period during which service is performed.

Customer agrees to pay all taxes including state or local sales or excise taxes however designated, levied or based on the service charges pursuant to this Agreement.

TERM OF AGREEMENT

The term of this Agreement will begin on the date indicated for a term of one year and continue from year to year until terminated. Either party may terminate this Agreement by giving written notice thirty (30) days prior to the anniversary date. (No full or partial refunds will be issued for Agreements cancelled prior to anniversary date.)

This Agreement is transferable, without refund or additional charge, to new Simplex equipment purchased as a replacement of the equipment covered by this Agreement, the remaining inspection will be made on the new equipment on the inspection date specified.

CONTRACT LIMITATIONS

Renewals: Simplex is not obligated to renew your Agreement. If a renewal is offered by Simplex, your contract price quoted may be affected by the age of the Hardware and the current service costs at the time of the renewal.

Unavailable Parts: In the unlikely event that repair parts become unavailable during the coverage period of this Agreement, Simplex will be excused from performance and will either refund the unused portion of your Agreement charges or offer you a replacement Hardware to meet your needs.

TRANSFER AND ASSIGNMENT

You can transfer your contract at any time. Notice must be in writing to Simplex and will become effective upon receipt. Transferability may include (1) transfer of product ownership and/or (2) movement of specified product(s) to a location other than that listed on your contract.

WARRANTY

OTHER THAN THE OBLIGATION OF SIMPLEX EXPRESSLY SET FORTH HEREIN, SIMPLEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIMPLEX SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR LOSS OF USE OF THE SYSTEM.

FORCE MAJEURE

Simplex shall not be responsible for failure to render service due to causes beyond its control including but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

OTHER

Simplex's responsibility for damage or injury to persons or property that may be caused by or arise through furnishing, installing, maintaining, servicing, monitoring, or performing or failing to do any of these things, or any other obligation under this Agreement will be limited to losses proximately caused by Simplex's negligence. IN NO EVENT WILL SIMPLEX BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE, OR REMOTE DAMAGES.

EXCLUDED SERVICES

SERVICE AGREEMENT COVERAGE DOES NOT INCLUDE:

- Replacement Batteries (unless included in the basic Agreement).
- Program Changes (unless done at time of inspection).
- Daylight saving time changes (no charge if done at time of inspection).
- Replacement typesections, card shift assemblies, bell ringer assemblies, hammer assemblies will be invoiced at prevailing price.
- When in Simplex' opinion, shop reconditioning is necessary because normal repair and field replaceable parts cannot keep the machine(s) in satisfactory operating condition, Simplex will submit a cost estimate. Such work, if authorized by the Customer, will be in addition to the maintenance charge. If repair authorization is not granted, Simplex may exercise the cancellation option.
- Replacement year wheels necessary due to the expiration of the year wheel segments.

EMERGENCY FIELD SERVICE DOES NOT INCLUDE:

- Travel Expenses, Parts and Labor Charges required as a Result of Accident, Fire, Storm, Water, Negligence, Misuse, Vandalism, Power Failure, Current Fluctuations, Lightning Surges, Failure due to Non-Simplex Installation, Parts, Service, Time Cards, Attachments, or Devices, or any other cause external to the equipment.
- Specification, and Daylight Saving Time Changes.



Simplex Time Recorder Co.
Gardner, Massachusetts 01441-0001 U.S.A.
Time, Fire Alarm, Security, Sound and Nurse Call Systems
Offices and Representatives Throughout the World



TIME/DATA SYSTEMS SERVICE AGREEMENT FOR TIME CLOCKS/TIME STAMPS & TIME RECORDER SYSTEMS

Simplex Time Recorder Co.
Gardner, MA 01441-0001 U.S.A.

Effective From 06 01 To 04 06
Year Month Day Year Month Day

Between: "Customer" 264-00479099 And Simplex Time Recorder Co.
Nassau Count Trans. Dept. 6641 Ramona Blvd.
Bailey Rd. Jacksonville, FL 32205
Fernandina Beach, FL 32034
Telephone Number: (904) 356-2003 Telephone Number: (904) 786-7285

In consideration of Customer's payment of the fee provided herein and subject to the terms and conditions on the reverse side hereof, Simplex agrees to provide the services described below during the term set forth above and any extension thereof as provided in this Agreement, with respect to the Equipment listed below. Simplex will render its initial invoice including applicable taxes upon receipt of a signed copy of this Agreement.

THIS SERVICE AGREEMENT PROVIDES AT NO EXTRA CHARGE: (OPTIONS: choose only one coverage)

PREVENTATIVE MAINTENANCE (Initial)

ANNUAL PREVENTATIVE MAINTENANCE

- Annual Preventative Maintenance will be scheduled by Simplex so that all tasks are performed using properly Trained Technicians, and specially Designed Tools to maintain proper performance.
- Tasks include: Equipment Evaluation, Adjustment, Calibration, Lubrication, Cleaning of Components And Ribbon Replacement.

COMPONENT REPLACEMENT

- Simplex will replace all worn or broken field replaceable parts. Simplex will replace a reasonable amount (maximum 2) of Ribbons on site as required under normal use. Additional ribbons are available from the local Simplex branch office.

EMERGENCY SERVICE

- All of the above procedures are designed to maximize the performance of your Equipment. If required, Simplex will schedule Emergency Service made necessary due to the fault of the covered equipment during normal Simplex business hours, upon notification of your emergency.
- Invoicing Terms: Annual Only.

DEPOT REPAIR AGREEMENT PROVISIONS (Initial)

- Only Available for Select Products.
- Simplex Will Exchange Customer's Defective Equipment With New, Re-manufactured, Or Repaired Equipment of Similar Type To Keep Your Simplex System Operating At Peak Performance. Customer MUST Identify The Defective Equipment, Call Simplex Depot Repair For Replacement Unit, Re-install Equipment And Return Defective Equipment To Simplex Repair Center.
- Invoicing Terms: Annual Only.

TOTALCARE (Initial)

In addition to the services outlined under the Preventative Maintenance to the immediate left of this column, Simplex will provide the Customer with the following supplies: each year the Agreement is in effect the annual allotted supply of **time cards** for the number of employees using the time clocks under this Agreement. Simplex will also contact you one time during the duration of the Agreement to monitor your time card supply, and the performance of your time and attendance system.

Time Card Model Number: _____
Total Number of Employees: _____ Pay Period: _____
Annual Allotted Supply: _____
Determine annual supply by calculating number of cards per employee per pay period per time clock. Time Cards will be shipped upon payment of the first invoice.
Invoicing Terms: _____

Model #	Serial #	Location	PMA Annual Charge	Number of Employees Using the Clock	TOTALCARE Annual Charge
1403-9999	B402399		227.50		
		TOTAL	227.50	TOTAL	

YOUR ANNUAL INSPECTION WILL BE SCHEDULED DURING THE SIXTH MONTH OF THE AGREEMENT PERIOD UNLESS OTHERWISE REQUESTED. n/a - ALTERNATE MONTH

This Agreement includes and incorporates all of the Terms and Conditions found on the reverse of this sheet.

AUTHORIZED BY: _____
(Contact Type B) Print Name Title
SIGNATURE: _____
Phone Number
DATE: / / P.O. #:

SIMPLEX REPRESENTATIVE: Stacey Kelly
SIGNATURE: Stacey Kelly
7.8.03
DATE:

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Simplex Time Recorder Co.
Gardner, Massachusetts 01441-0001 U.S.A.
Time, Fire Alarm, Security, Sound and Nurse Call Systems
Offices and Representatives Throughout the World

SPECIAL-E

D-U-N-S 09-4738007
FED. ID 58-2608861

INVOICE AMOUNT
227.50

tyco / Fire & Security / **SimplexGrinnell**

INVOICE
83960938

INVOICE DATE
06/22/03

CUSTOMER P.O.

6641 RAMONA BLVD
JACKSONVILLE FL 32205
904-786-7285

TERMS
NET 30 DAYS
VISA/MC/AE/DISCOV ACCEPTED

BILL TO 264-64183200
NASSAU COUNTY ROAD DEPT
37356 PEA FARM RD
HILLIARD

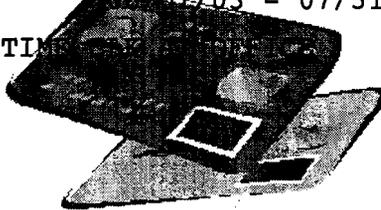
FL 32046-6708

SERVICE AT 264-64183200
NASSAU COUNTY ROAD DEPT
37356 PEA FARM RD
HILLIARD FL 32046-6708

MODEL SERIAL DESCRIPTION LOCATION SEQ AMOUNT

THIS INVOICE IS THE ANNUAL BILLING FOR YOUR
SIMPLEXGRINNELL SERVICE CONTRACT WHICH COVERS THE EQUIPMENT
LISTED BELOW FOR THE PERIOD 06/01/03 - 07/31/04

1403-9999 B40411KM CENT TIME 0001 227.50



V. REC'D. 7/02/03
V. TRANS. 7/03/03
BY *[Signature]* ACCT. NO. 03400541-549000

WE TAKE ALL MAJOR CREDIT CARDS

REFER INQUIRIES TO JUDY TSO
AT ABOVE TELEPHONE NO
IF NECESSARY SEND VOUCHERS OR CLAIMS
FORMS TO SIMPLEXGRINNELL
6641 RAMONA BLVD
JACKSONVILLE FL 32205

INVOICE SUMMARY ...
TOTAL BEFORE TAX 227.50
TAXES .00

PLEASE MAKE INQUIRIES ABOUT THIS INVOICE WITH OUR LOCAL BRANCH OFFICE,
AT THE TELEPHONE NO. LISTED ON TOP OF THIS INVOICE.

PAY THIS AMOUNT 227.50

MERCHANDISE MENTIONED HEREIN HAS BEEN MANUFACTURED IN ACCORDANCE WITH THE U.S. FAIR LABOR STANDARDS ACT AS AMENDED.

tyco / Fire & Security / **SimplexGrinnell**

REMITTANCE COPY
PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

INVOICE AMOUNT
227.50

BILL TO 264-64183200 NASSAU COUNTY ROAD DEPT
SHIP TO 264-64183200 NASSAU COUNTY ROAD DEPT
REMIT TO SIMPLEXGRINNELL LP
DEPT. CH 10320
PALATINE, IL. 60055-0320

INVOICE NUMBER 83960938
INVOICE DATE 06/22/03
ORDER NO. ORDER DATE
CUSTOMER P.O.

8000022750683960938

Check Box and Complete Reverse Side for
Credit Card Payments OR
Pay On-Line at www.simplexgrinnell.com

Z-4
THESE COMMODITIES ARE LICENSED NLR (NO LICENSED REQUIRED - EAR99) BY THE US GOVERNMENT IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION TO THE FOLLOWING COUNTRIES IS PROHIBITED WITHOUT PRIOR APPROVAL FROM THE US GOVERNMENT: CUBA, IRAQ, IRAN, LIBYA, AND SUDAN.

SPECIAL-E

D-U-N-S 09-4738007
FED. ID 58-2608861

INVOICE AMOUNT
~~243.43~~ 227.50

tyco / Fire & Security / **SimplexGrinnell**

INVOICE
83911723

INVOICE DATE
04/20/03

CUSTOMER P.O.

6641 RAMONA BLVD
JACKSONVILLE FL 32205

904-786-7285

TERMS
NET 30 DAYS
VISA/MC/AE/DISCOV ACCEPTED

BILL TO 264-64183200
NASSAU COUNTY ROAD DEPT
37356 PEA FARM RD
HILLIARD

FL 32046-6708

SERVICE AT 264-00479099
NASSAU COUNTY
TRANSPORTATION DEPT
BAILEY RD
FERNANDINA BE FL 32034

MODEL SERIAL DESCRIPTION LOCATION SEQ AMOUNT

THIS INVOICE IS THE ANNUAL BILLING FOR YOUR
SIMPLEXGRINNELL SERVICE CONTRACT WHICH COVERS THE EQUIPMENT
LISTED BELOW FOR THE PERIOD 06/01/03 - 05/31/04

1403-9999 B40239 CENT TIME CLK A TRANSPORTATION DEPT 0001 227.50

REC'D. 5/03
V. TRANS. 5/21/03
See 03404541-546000
BY ACCT. #

FINAL

MAY 28 2003

REFER INQUIRIES TO JUDY TSO
AT ABOVE TELEPHONE NO
IF NECESSARY SEND VOUCHERS OR CLAIMS
FORMS TO SIMPLEXGRINNELL
6641 RAMONA BLVD
JACKSONVILLE FL 32205

INVOICE SUMMARY ...

TOTAL BEFORE TAX 227.50
TAXES ~~15.93~~

227.50

PLEASE MAKE INQUIRIES ABOUT THIS INVOICE WITH OUR LOCAL BRANCH OFFICE,
AT THE TELEPHONE NO. LISTED ON TOP OF THIS INVOICE.

PAY THIS AMOUNT 

~~243.43~~

MERCHANDISE MENTIONED HEREIN HAS BEEN MANUFACTURED IN ACCORDANCE WITH THE U.S. FAIR LABOR STANDARDS ACT AS AMENDED.

REMITTANCE COPY

tyco / Fire & Security / **SimplexGrinnell**

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

INVOICE AMOUNT
~~243.43~~

BILL TO 264-64183200 NASSAU COUNTY ROAD DEPT

INVOICE NUMBER 83911723

227.50

SHIP TO 264-00479099 NASSAU COUNTY

INVOICE DATE 04/20/03

REMIT TO SIMPLEXGRINNELL LP
DEPT. CH 10320
PALATINE, IL.

60055-0320

ORDER NO.

ORDER DATE

CUSTOMER P.O.

2000024343883911723