

COPYFAX

6631 N EXECUTIVE PARK COURT, SUITE 210 JACKSONVILLE, FL 32216
TEL 904.296.1600 FAX 904.296.7111 WWW.COPYFAX.COM

MAINTENANCE AGREEMENT

Please check one of the following:

- (x) This agreement is a **Full Coverage Maintenance and Supply Agreement** and provides for the repair, preventative maintenance and replacement of all parts, including copier drum or OPC master unit, broken or worn through normal use of equipment and supplies, excluding staples and paper.
- () This agreement is a **Full Coverage Maintenance Agreement, not including supplies**. This agreement provides for the repair, preventative maintenance and replacement of all parts, including copier drum or OPC master unit, broken or worn through normal use of equipment.
- () This agreement is a **Limited Coverage Maintenance and Supply Agreement** and provides for the repair, preventative maintenance and replacement of all parts, **excluding copier drum or OPC master unit**, broken or worn through normal use of equipment and supplies, excluding staples and paper.
- () This agreement is a **Limited Coverage Maintenance Agreement, not including supplies**. This agreement provides for the repair, preventative maintenance and replacement of all parts, **excluding copier drum or OPC master unit**, broken or worn through normal use of equipment.
- () This agreement is a **Full Coverage Rental Agreement** and provides for the machine, repair, preventative maintenance and replacement of all parts, including copier drum or OPC master unit, broken or worn through normal use of equipment and supplies, excluding staples and paper.
- () This agreement is a **Facsimile Machine Maintenance Agreement, not including supplies**, and provides for the repair, preventative maintenance and replacement of all parts, **excluding drum or OPC master unit**, broken or worn through normal use of equipment.
- () I **refuse any maintenance agreement** at this time and agree to pay the prevailing labor rate for maintenance performed on this equipment.

Company Name Nassau Cty Bd of Cty Commissioners	Machine Model J5186 / F551
Street Address 96160 Nassau Place	Serial # 4715500148
City/State/Zip Yulee, FL 32097	Install Date/Beginning Meter Reading 06 MAY - 3 AM 11: 15
Phone	Install Street Address
Contact Sue Butler	Install City/State/Zip

COUNTY CLERK'S OFFICE

The effective date of this contract is 06/08/06 and this agreement will remain in effect according to the terms and conditions on the reverse.

Term to run concurrent with the lease term _____ yes x no

Plan Description	Base Charge	Copies/Prints Included	Excess Per Copy/Print	Term
6EM	N/A	N/A	\$.01 per copy	Annual

The additional terms and conditions on the reverse side hereof are incorporated into and made part of this agreement. No change, alteration or amendment of the terms and conditions of this agreement are authorized or effective unless they have been agreed to in writing by an authorized agent of customer and an officer of CopyFax, Inc.

CUSTOMER		COPYFAX	
Printed Name Thomas D. Branan, Jr.		Printed Name Joy Shaffer	
Title Chairman		Title V.P. Admin	
Signature / Date <i>Th D Branan</i>		Signature / Date <i>Joy Shaffer</i>	7/3/06

* See attached signature pages and additional Terms and Conditions.

TERMS AND CONDITIONS

1. Maintenance Plan ("MP") Terms

- A. During the term of this contract, Copyfax shall maintain Equipment in accordance with its service policies as revised from time to time. This agreement covers material and labor for adjustment, repairs and replacement of parts, as required by normal use of equipment.
- B. Copyfax shall provide during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m., except for holidays observed by customer or Copyfax, maintenance and repair services. Subject to service representative availability, Copyfax may provide services during other than business hours provided that (i) Customer provides an agent or employee to accompany Copyfax authorized personnel servicing equipment; and (ii) Customer agrees to pay, and timely pays, for such overtime services at Copyfax overtime rates in effect at the time overtime service is rendered.
- C. Subject to paragraphs 1(E) and 1(G), if Copyfax, in its sole judgment determines that it cannot maintain Equipment in good working order, Copyfax shall, at its own expense and in its sole discretion, perform off-site renovation of such Equipment or replace such Equipment with another unit of the same product designation as that Equipment (a "replacement unit"); provided, however, that (i) the replacement unit may be reconditioned or otherwise used unit rather than a new unit, and (ii) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may, in Copyfax sole discretion, be a product of substantially similar or greater capabilities. In such instances, the MP rate customer shall pay for the replacement unit shall be the rate charged for such other unit specified in the Copyfax price list then in effect.
- D. Customer shall permit Copyfax to install on-site engineering improvements designated by Copyfax as "mandatory retrofits".
- E. Notwithstanding anything in this contract to the contrary, Copyfax shall not be obliged to provide (i) retrofits (whether mandatory or optional); (ii) relocation of Equipment for customer without additional charge; (iii) service labor or parts repair or replacement resulting from movement of Equipment by customer or any agent of customer or any other person other than Copyfax; (iv) services connected with adding or removing accessories, attachments or other devices; (v) exterior painting or refinishing Equipment; (vi) performance of normal operator functions as described in Equipment Operations Manual(s) or as described by Copyfax; (vii) repair services or replacement parts or units necessitated by damage from any cause other than ordinary use, except damage caused by the sole negligence of Copyfax; (viii) Equipment service necessitated by operator neglect or unusual applications of Equipment and (ix) services for Equipment which is not used in accordance with the terms and conditions of this contract. Performance by Copyfax of services not included in MP will be charged in accordance with Copyfax prices for such services then in effect.
- F. Customer shall (i) maintain Equipment in strict compliance with the instructions specified in the Operations Manual(s) and by Copyfax including, but not limited to, the specifications for electrical service and space; (ii) make or permit no alterations to Equipment without Copyfax written permission; (iii) attach no item to Equipment unless neither the Equipment nor such item has been altered and the combination is UL approved; (iv) not move Equipment unless such Equipment is designated by Copyfax as moveable; (v) not relocate Equipment to another address without written notice to Copyfax; (vi) not use any attachment or supply item which, in the opinion of Copyfax, could cause damage to or necessitate unreasonable or unusual servicing of Equipment; (vii) not itself install or remove developer in or from Equipment; (viii) afford Copyfax authorized personnel unrestricted access to Equipment.
- G. Copyfax shall be under no obligation to provide maintenance services for Equipment relocated to any place where Copyfax services are not available.
- H. If this maintenance agreement provides for Equipment maintenance including supplies, then, at all time during this agreement, and upon cancellation, Copyfax, Inc will own the "unused supplies" that were delivered to be used in the copier. These supplies are not sold or offered for sale to the customer until used in the process of making a copy on the Equipment covered by the "cost per copy maintenance and chemical agreement." Upon cancellation by either party, Copyfax will be allowed to pick up and remove all of their supplies from the customer location.

2. Price

Except as provided herein, the prices for MP are based upon the price list in effect upon the date Customer executes this contract.

3. Invoicing and Payment

- A. Charges for the Annual/Copy Volume Payment Plan will be invoiced in full prior to or after the commencement date. Monthly charges for the Monthly Payment Plan will be invoiced in advance of each month and the initial invoice of such plan will include the monthly charge for the month in which Equipment is installed. If Equipment is installed for less than a full month, the monthly charges shall be pro-rated on the basis of a thirty-day month.
- B. On the last business day of each month Customer shall complete and mail to Copyfax the meter card setting for the meter reading of Equipment on that day unless Copyfax and Customer have made other arrangements for delivery of the meter reading. If Copyfax does not receive such meter reading on a timely basis, Copyfax shall be permitted to estimate the meter reading and to invoice the meter charges accordingly. A fuel surcharge may be added when such amounts are necessary due to fuel supplier increases and increases on freight/shipping costs.
- C. CopyFax has the right to increase the monthly maintenance charge on an annual basis not to exceed 13% *with due written notice*
- D. CopyFax will bill the customer a shipping charge of \$10.00 a month per machine. *TDB of at least 30 working days*



4. Term

- A. The initial term of this agreement is five years and commences upon the commencement date and shall continue, in the case of the Monthly Payment Plan, for sixty months from the first day of the calendar month following the commencement date. Owner has the right to increase the base charge and excess on an annual basis not to exceed 10%
- B. Unless CopyFax receives notice of termination in writing from Customer thirty days before the end of the initial term or any renewal period, this contract shall be deemed automatically renewed for additional periods of one year or the duration and copy volume as specified in the Copyfax Price List then in effect at such time of renewal.
- C. Equipment is eligible for an MP contract for a minimum of five years from date of original new Equipment installation. Upon the expiration of this five year period, Copyfax shall accept orders for the MP contract for additional periods of one year provided that (i) Copyfax, before such acceptance, shall inspect such Equipment and if necessary, perform off-site renovation at the Customer's expense as a condition precedent to acceptance of such an order and (ii) Copyfax on notice to Customer terminate the MP contract for any such additional period if Copyfax, in its sole judgment, determines that it cannot maintain such Equipment in good working order. If Customer does not authorize the off-site renovation, Copyfax shall continue to offer Hourly Rate Service at the rates in effect at the time. Equipment is eligible for an MP contract for a maximum of seven years from the time of original installation.
- D. ~~In the event of early termination of this agreement by the customer for any reason, the customer shall be charged, as liquidated damages, the average of the per machine charges for the three months immediately preceding termination multiplied by the number of months remaining in the agreement or five hundred dollars (\$500.00) per machine covered by this agreement, whichever is greater.~~
- E. Owner has the right to increase the monthly base and copy charge on an annual basis not to exceed 13% *TDB*

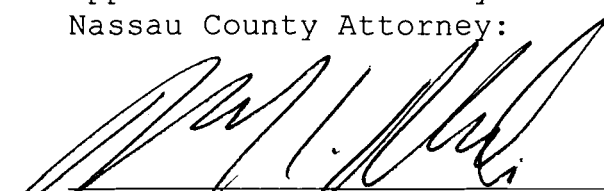
5. General Conditions

- A. Training. Copyfax shall, at no additional charge, train in the operation of Equipment, a reasonable number of key operators designated by Customer with the consent of Copyfax at a time and place acceptable to Copyfax.
- B. Non-Assignability. Customer cannot assign this contract without written consent of Copyfax.
- C. ~~Attorney Fees/Costs. Customer shall pay all costs and expenses related to enforcement or preservation of Copyfax rights under this contract including attorney's fees and court costs.~~ *TDB*
- D. Force Majeure. Copyfax shall not be liable for delays in performance or failure to perform its obligations under this contract caused by circumstances beyond its control including, but not limited to delays or failure to perform caused by work stoppages, delays or losses in shipping, bad weather, import or other government restrictions, accidents or delays or failure to perform by its suppliers.
- E. No Warranties. Copyfax disclaims all warranties; express or implied, including implied warranties of merchantability, fitness for use or fitness for a particular purpose. Customer agrees that Copyfax is not responsible for direct, incidental or consequential damages, including but not limited to damages arising out of the use or performance of Equipment or the loss of use of such Equipment.
- F. Governing Law. The laws of the state of Florida shall govern this contract.

ATTEST:


John A. Crawford
Ex-Officio Clerk *as to Chairman's Signature only*
By 

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

COPY FAX
MAINTENANCE AGREEMENT
TERMS AND CONDITIONS

GENERAL CONDITIONS:

G. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

H. DISPUTES:

Any dispute arising under this Agreement shall be addressed by the representatives of the County and Copyfax as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Administrative Services Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meeting of representatives. The initial meeting shall be with the County Administrator and the Administrative Services Director or their designee and a representative of Copyfax. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Administrative Services Director or his/her designee, and the County Attorney and the County Administrator and the Administrative Services Director or their designee(s) shall meet with Copyfax representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this agreement arising out of or relating to this Agreement or breach thereof, if not disposed by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by Copyfax. If either party initiates a Court proceeding, and Court orders, or the parties agree to mediation, the cost of mediation shall be borne by Copyfax. Copyfax shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth here in are followed.