



Océ Financial Services, Inc.

State and Local Agreement

OFSI Origination office: 5450 Cumberland Avenue Chicago IL 60656
 OFSI Administrative office: 5600 Broken Sound Blvd. Boca Raton FL 33487

Contract No: DIR-SDD-1662

Customer Billing and Contact Information	Equipment Installation Information
Customer Full Legal Name: <u>Johnson, County of</u>	Customer Full Legal Name: _____
DBA: _____	DBA: _____
Contact Name: <u>Jamie Brockway</u>	Contact Name: _____
Contact Phone: <u>817-556-6384</u> Email: _____	Contact Phone: _____ Email: _____
Address: <u>PUR@johnsoncountytexas.org</u>	Address: _____
Address: <u>1102 E. Kilpatrick, Ste B</u>	Address: _____
City: <u>Cleburne</u> County: <u>Johnson</u>	City: _____ County: _____
State: <u>Texas</u> Zip: <u>76031</u>	State: _____ Zip: _____
Federal Tax ID# _____	

Contract and Payment Terms					
Rental Payment	Rental Term in Months	Number of Payments	Billing Cycle Mo / Qtr / Semi-Ann / Ann.	End of Term Purchase Option	For equipment detail, please see the equipment description exhibit A.
See Exhibit A	See Exhibit A	See Exhibit A	See Exhibit A	Fair-Market Value	



IMPORTANT: All Rental Payments will be adjusted to include applicable taxes.

Dear Customer: This Contract is written in simple and easy to read language. The words YOU and YOUR refer to the Customer as the Lessee. The words WE, US and OUR refer to the Lessor, Océ Financial Services, Inc.

- CONTRACT:** We agree to rent to you and you agree to rent from us the equipment, software and services ("Equipment") listed above or identified in any attached equipment schedule ("Contract"). You promise to pay us the Rental Payments according to the terms of the payment schedule shown above or on any equipment schedule hereto. The Equipment will be used for business and/or commercial purposes and will not be used for personal, family or household purposes.
- START OF CONTRACT; DUE DATE OF RENTAL PAYMENTS:** The rental term ("Rental Term") shall be for the period specified herein and shall start when the Equipment is ready for commercial operation, but in no event later than 30 days after delivery of the Equipment ("Rental Start Date"). You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. For the Rental Term, you agree to pay the Rental Payments for the number of payments ("Number of Payments") specified herein. The first Rental Payment will be due on the first day of the month immediately following the Rental Start Date ("Regular Payment Date") and the remaining Rental Payments will be due on the same day of each consecutive Billing Cycle thereafter for the duration of the Rental Term. You agree to remit to us the Rental Payment and all other Rental Charges when due at the address we provide to you. Rental Payments are due whether or not you are invoiced. For any payment that is not received by its due date, you agree to pay a late charge equal to a finance charge of 1.5% per month on any delinquent balance (not to exceed the maximum amount permitted by law).
- RENTAL CHARGES.** You agree to: (a) pay Rental Payments and applicable taxes when due; (b) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (c) pay all insurance premiums and other costs of insuring the Equipment; (d) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Contract; and (e) pay all other costs and expenses for which you are obligated under this Contract. You agree, at our discretion, to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment, or (2) remit to us each Billing Cycle our estimate of the pro-rated equivalent of such taxes and governmental charges. We may take on your behalf, any action required under this Contract that you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check that is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

The terms of this Contract should be read carefully because only those terms in writing are enforceable. You agree to comply with the terms and conditions of this Contract and understand that this Contract cannot be cancelled or terminated by Lessee except as expressly provided herein. You certify that all the information contained in this contract and your application was correct and complete when this Contract was signed. You have selected the Equipment based on your own judgment and we have no responsibility as to the satisfactory performance or maintenance of the Equipment.

Neither the supplier nor any of its salespersons are our agent. They have no authority to speak on our behalf or make any changes to the Contract. The Contract may not be modified unless in writing and signed by both parties. By signing below, you (a) certify that you have read the entire Contract, (b) that neither we nor our representatives have made any agreements or representations except as set forth herein or in the equipment schedule and (c) you are duly authorized to execute the Contract on behalf of your organization. This Contract shall become effective and legally binding as soon as (a) it is signed by you and it is countersigned by us or (b) upon any shipment of Equipment rented pursuant to this Contract, whichever occurs first.

Customer Authorized Signature	Accepted by Lessor:
Customer Name: <u>Johnson, County of</u>	Name: <u>Océ Financial Services, Inc.</u>
Authorized Signature: 	Authorized Signature: 
Name (print): _____	Name (print): <u>EDWARD S. TORRES</u>
Title: _____ Date: _____	Title: <u>AR</u> Date: <u>12/12/12</u>

4. **EQUIPMENT OWNERSHIP:** We are and shall remain the sole owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances. The Equipment shall always remain personal property even though the Equipment may become attached or affixed to real property. If this Contract is determined to be a secured lease, you hereby grant us a security interest in the Equipment and all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all proceeds thereof (including insurance proceeds).
5. **REPRESENTATIONS, COVENANTS:** You represent and warrant that all customer information provided in this Contract and any associated documents are true, accurate and complete. You understand and agree that the information you have provided to us about you and your organization is material to our decision to enter into this transaction with you, that you have provided us with information about you and your organization in order to induce us to enter into this transaction and that we have relied upon the information you have provided to us about you and your organization to agree to enter into this transaction. You agree to inform us in advance of any change in the status or type of your organization, state of organization, organization ID number or FEIN. Upon our reasonable request, you will provide us with recent audited financial statements and other organization documentation. You hereby represent and warrant to us that your exact legal name is as set forth on the first page of this Contract. You will not change your legal name in any respect without giving thirty-days (30) prior written notice to us.
6. **NO WARRANTIES: WE ARE RENTING THE EQUIPMENT TO YOU "AS IS" WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP. WE ARE NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT OR ANY DEFECTS OR FAILURES IN OPERATION.** We assign to you for the term of this Contract any transferable manufacturer or supplier warranties. We are not liable to you for any breach of those warranties. You agree that upon your acceptance of the Equipment, you will have no set-offs or counterclaims against us.
7. **USE, MAINTENANCE AND REPAIR.** You will keep the Equipment only at the address shown in the Contract and you will not move it from that address unless you get our prior written consent. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment solely for the purpose for which it was designed and in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records; (e) not install any accessory or device on the Equipment if such (i) is not readily removable, or (ii) will impair the originally intended function or use of such Equipment. All options, additions, repairs, parts, accessories, equipment and devices attached to the Equipment that are not readily removable, shall become our property.
8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item from the same manufacturer reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Rental Payments and Rental Charges, (ii) the present value of all remaining Rental Payments and Rental Charges for the item, discounted at the rate of 6% per annum (or the highest rate permitted by law, whichever is higher) and (iii) the End of Term Purchase Option. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable.
9. **INSURANCE:** Until this Contract is paid in full and the Equipment has been returned to us, you will: (a) keep the Equipment insured for its full replacement value against all types of loss, including theft, flood and earthquake coverage, and name us as loss payee; and, (b) provide and maintain acceptable comprehensive general public liability insurance. All policies shall require the insurer to provide us at least thirty days prior written notice of any material change, cancellation or non-renewal of coverage. If you do not provide us with acceptable evidence of insurance, we may, but will have no obligation to, obtain insurance for you and add a charge to your Rental Payment which will include the premium cost and related costs.
10. **LIABILITY:** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend, hold harmless and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Contract, for acts or omissions that occurred during the Rental Term. You also agree that this Contract has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Contract. In the event of any such loss, we may increase the Rental Payments and other amounts due, to offset any loss of tax benefits.
11. **TAXES: PERSONAL PROPERTY TAX FEES:** You agree to reimburse us for applicable sales and/or use tax and all other taxes, fees, fines and penalties which may be imposed, levied or assessed by any federal, state or local government or agency which relate to this Contract, the Equipment or its use (excluding, however, any taxes based on our net income). Fines and penalties will be limited to any incurred as a result of your failure to act in accordance with federal, state and local tax laws and codes and/or the terms of this Contract. You agree to reimburse us for reasonable costs and an administrative fee incurred in collecting or paying any taxes, assessments, charges, penalties or fees. Per Section 2 above. You will be responsible for reimbursement of any Property Taxes incurred by Us.
12. **ASSIGNMENT:** You may not assign or dispose of any rights or obligations under any portion of this Contract; nor shall you sub-lease the Equipment without our prior written consent. We may, without notifying you, (a) assign this Contract or our interest in the Equipment; and (b) release information we have about you and this Contract to the manufacturer, supplier or any prospective investor, participant or purchaser of this Contract. Any such information shall be deemed confidential by the recipient and us. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Contract, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.
13. **DEFAULT: DAMAGES:** If you (a) fail to make any Rental Payment or Rental Charge when due; or (b) become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you; or (c) terminate your existence by merger, consolidation, sale of substantially all your assets; or (d) default under any other agreement you have with us or our affiliates, or (e) otherwise breach any warranty, covenant or provision of this Contract, we may accelerate the remaining balance due on this Contract and demand the immediate return of the Equipment to us. If you do not return the Equipment to us within ten (10) days of our notice of default, you will also pay the End of Term Purchase Option stated herein. We may also use any remedies available to us under the Uniform Commercial Code or any other applicable law. To the extent permitted by law, you waive (i) any notice of our repossession and/or (ii) any requirement for us to dispose of the Equipment or otherwise mitigate our damages. By repossessing any Equipment, we do not waive our right to collect the balance due on this Contract.
14. **WAIVER:** Our delay or failure to enforce our rights under this Contract will not prevent us from doing so at a later time.
15. **CHOICE OF LAW; JURISDICTION; VENUE; NON-JURY TRIAL, LIMITATION OF LIABILITY:** You and any Guarantor hereto agree that this Contract will be deemed for all purposes to be fully executed and performed in the State of Illinois and will be governed by Illinois law. YOU AND ANY GUARANTOR EXPRESSLY AND IRREVOCABLY AGREE (a) that any and all legal disputes whatsoever concerning this Contract, must be brought in the State or Federal courts located in Chicago, Illinois and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in Chicago, Illinois, for purposes of resolving legal disputes concerning this Contract, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Contract. You and any Guarantor further acknowledge and agree that subsections (a) through (c) are conditions precedent to and are material inducements to our entering into this Contract with you and any Guaranty with any Guarantor. NEITHER PARTY, SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING YOUR CUSTOMERS, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. OUR MAXIMUM LIABILITY TO YOU FOR ANY CLAIM FOR DAMAGES RELATING TO OUR PERFORMANCE OR NON-PERFORMANCE UNDER THIS CONTRACT SHALL BE LIMITED TO THE LESSER OF \$100,000 OR THE AMOUNT PAID BY YOU FOR THE ITEM WHICH IS THE SUBJECT OF THE CLAIM.
16. **FINANCE LEASE, AMENDMENTS: YOUR OBLIGATION TO PAY ALL AMOUNTS UNDER THIS CONTRACT IS ABSOLUTE AND UNCONDITIONAL. THIS CONTRACT IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE ("UCC"). THIS CONTRACT MAY NOT BE AMENDED EXCEPT IN WRITING THAT WE HAVE SIGNED. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE UNDER UCC 2A-509 THROUGH 2A-522, INCLUDING ANY RIGHT TO: (a) CANCEL THIS CONTRACT; (b) REJECT TENDER OF THE EQUIPMENT; (c) REVOKE ACCEPTANCE OF THE EQUIPMENT; (d) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY; AND (e) MAKE DEDUCTIONS OR SET-OFFS, FOR ANY REASON, FROM AMOUNTS DUE US UNDER THIS CONTRACT. IF ANY PART OF THIS CONTRACT IS INCONSISTENT WITH UCC 2A, THE TERMS OF THIS CONTRACT WILL GOVERN.**
17. **RETURN OF EQUIPMENT.** If you are in default, or you do not purchase the Equipment at the end of the Rental Term (or any annual renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and maintenance logs, in good working order and condition (except for ordinary wear and tear from normal use). The equipment shall be packed and shipped by the manufacturer or supplier, freight and insurance prepaid at your cost and risk. In addition, you shall pay an inspection, restocking and handling fee of \$250, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from your failure to maintain the Equipment in accordance with this Contract, missing components, or for damages incurred in shipping and handling.
18. **UCC FILINGS:** You authorize us to file UCC financing statements, and any amendments thereto, to show our interest in the Equipment and any proceeds. You authorize us to insert or correct missing information on this Contract, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment.
19. **MISCELLANEOUS:** You agree that any Purchase Order issued to us covering the Equipment or Contract, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify this Contract. Once you sign this Contract, you may deliver the signed Contract to us by facsimile or electronic transmission. By delivering the signed Contract to us by facsimile or electronic transmission, you intend and agree that such facsimile or electronic transmission shall constitute an original of the Contract, shall be legally binding on you as if the Contract were manually signed by you and personally delivered to us, shall be the best evidence of the Contract and shall be admissible in any legal proceeding. We shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signor's authority or any other matter concerning the propriety of the

facsimile or electronic transmission. The Contract may not be modified or amended except in writing signed by both parties. Notices, requests or other communications required under the Contract to be sent to either party shall be in writing and shall be hand, overnight courier or certified mail. You agree to service of process by certified mail at your address above in connection with any legal action brought by Océ. If any provision of this Contract is unenforceable, invalid or illegal, the remaining provisions will continue to be effective.

20. END OF TERM OPTIONS. At the end of the Rental Term and upon 90 days prior written notice to us, you shall either (a) return all of the Equipment in accordance with Section 17 above, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY, for the End of Term Purchase Option price stated herein, plus applicable sales and other taxes. If we do not receive 90 days prior written notice, this Contract shall automatically be renewed for a non-cancelable renewal term of one-year, and you shall pay us the same Rental Payments and Rental Charges applicable during the Rental Term. In this Contract if the End of Term Purchase Option is FMV, the "FMV" or "Fair Market Value" of the Equipment means its fair market value at the end of the Rental Term, assuming good order and condition (except for ordinary wear and tear from normal use), as reasonably estimated by us.

21. COST PER IMPRESSION PROGRAM (if applicable): As part of the Rental Payment, you are entitled to a Copy Allowance of the number of Impressions specified herein. If the PER FOOT PRICING option has been selected, all Print Charges will be billed on a per foot basis, with each linear or square foot equal to one impression. We are acting solely as an administrative agent for the supplier, Océ North America, Inc. in the billing and collection of these Print Charges. Additional charges for the Cost per Impression program may be invoiced for the following: (a) if you use more than the Copy Allowance in a given period, you will pay an additional charge and such charge will be invoiced by and payable to Océ North America, Inc; (b) if Océ North America, Inc. determines that you have used more than 10% over the manufacturer's recommended specification for supplies, you agree to pay reasonable charges for those excess supplies directly to Océ North America, Inc; (c) upon 30 days prior written notice, Océ North America, Inc. may annually increase the portion of your Rental Payment allocated for the maintenance of the Equipment; such increase in any one year shall not be more than ten percent over the previous years' maintenance charges; however, if you selected the Océ North America, Inc. FIXED PRICE PLAN, Océ North America, Inc. will forego its right to increase the maintenance component throughout the initial Rental Term.

22. GOVERNMENT CUSTOMER TERMS

(a) Representations. You hereby represent and warrant to us the following:

- i. You are a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If you are incorporated, you are duly organized and existing under the Constitution and laws of the jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect;
- ii. You have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by us, is attached hereto), to execute and deliver this Contract and to carry out its obligations hereunder;
- iii. All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Contract;
- iv. The Equipment will be used by you only for your essential governmental or proprietary functions consistent with the scope of your authority and 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. Your need for the Equipment is not expected to diminish during the Rental Term.

(b) Non-Appropriation. You state that it is your intent to make all Rental Payments and Rental Charges required under this Contract. In the event that (i) through no action initiated by you, your legislative body does not appropriate funds for the continuation of the Contract for any fiscal year after the first fiscal year and has no funds to do so from other sources and (ii) you have made a reasonable but unsuccessful effort to find a viable assignee within your general organization who can continue this Contract, this Contract may be terminated. To effect this termination, you shall, 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, send us written notice stating that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed us under the Contract. You shall return the Equipment in accordance with the Contract and certify that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to us under this Contract (and we will retain all sums paid to date).

(c) Tax Treatment. If the End of Purchase Option is \$1 we have accepted this contract on our basis claiming any interest paid by you as exempt from our federal income tax under section 103(c) of the Internal Revenue Code of 1986. Should we lose the benefit of this exemption as a result of your failure to comply with or be covered by section 103(c) or its regulations, then, subject to the availability of funds and upon demand by us, you shall pay us an amount equal to its loss in this regard. At the time of your execution of this contract, you shall provide us with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

(d) Title: If the End of Purchase Option is \$1, Section 4 is amended to transfer title to the Equipment on the Rental Start Date. Upon any Default or previous termination by you, title shall revert to us free of any of your right, title or interest, and without any further act of conveyance. Thereafter, you shall have no right, title or interest in the Equipment or any additions, repairs, replacements or modifications thereto except as expressly set forth in this Contract.

23. REPLACEMENT/MODIFICATION OF PRIOR AGREEMENT (if applicable). This Contract will replace or modify a prior agreement between you and us covering the specified equipment. If it is a replacement contract, the prior agreement shall be null and void; if it is a modification, the prior agreement shall remain in effect except that any new terms presented in this modification agreement (e.g., price, duration configuration) shall take precedence over the prior terms for the balance of the Rental Term. In addition, modifications requiring a reamortization of your payments may include a one-time administrative/processing charge which will appear on your first bill under this revised arrangement. If applicable, we have refinanced the balance of your prior Océ or third-party agreement and this shall be paid for through your Rental Payment. If your prior agreement is with a third-party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third-party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payee, mailing address and due date for your payoff check). If your prior agreement was with Océ, the use of this refinance option shall render your prior agreement null and void. If you default until this Contract, the full amount of your prior agreement balance shall be immediately due and payable.

24. NON-OCÉ EQUIPMENT; WE ARE A FINANCIAL INTERMEDIARY (if applicable). You are renting specifically identified products that were selected by you and that are not sold by Océ North America Inc. in the normal course of its business. With regard to these products, you agree that we are renting them to you "As Is" and without warranty or liability (either direct or indirect) of any kind. As such, and with regard to these products, YOU HEREBY WAIVE THE IMPLIED WARRANTY OF MERCHANTABILITY. We assign to you, to the extent assignable, any warranty rights we have to these products (which rights shall revert to us if you breach this agreement). You agree (a) that these products are not covered by Océ North America's obligation to provide maintenance services; (b) to maintain a separate service agreement for these products with a service provider acceptable to us throughout the Rental Term; (c) to pay all personal property taxes related to these products; and (d) to assign to us any rights you have to these products until title passes from us to you (which, subject any software licenses surrounding the acquisition of these products, shall occur when you obtain title to all Equipment covered by this Contract).

25. FINANCED SOFTWARE TOTAL (if applicable). The initial license fees for any application software set forth in this Contract shall be paid for through your Rental Payment. (a) if you breach the Océ North America software license or any of your obligations regarding the Equipment, the full amount of the initial license fees shall be immediately due and payable; (b) you acknowledge that (i) all software is furnished to you under one or more license agreements governing your rights thereto; (ii) the Contract does not convey any explicit or implicit license for the use of Software or other intellectual property relating to the Equipment; and (iii) we do not hold title to any Software and you warrant that at the date of entry in the related Contract you shall be the licensee of such software directly from the licensor; (c) you shall not amend, modify or otherwise alter, any term or condition of any license agreement, including, without limitation, any such term or condition related to (i) payment of any amounts due thereunder; (ii) any liabilities or your obligations as licensee.



Océ Financial Services, Inc.
 Exhibit A: Equipment Schedule to State and Local Agreement

Contract No: DIR-SDD-1662

Product/Equipment Supplies Detail	
Manufacturer	Item / Description
1 4801B003	imageRUNNER Advance 4051 Base Unit (Dispatch Unit)
1 3755B001	Cassett Feeding Unit-AF1
1 4806B002	Staple Finisher-G1
1 4816B002	G3 Fax Board-AE2
	DIR-SDD-1662
	Term: 48-Month Fair-Market-Value
	16 Quarterly Payments
	Payment Amount: \$691.76
1 EMA	All Service, Parts & Supplies included (excluding paper)
	Quarterly Copy Allowance of 30,000 b/w pages included.
	Excess b/w billed annually @ 0.0059 CPC
	16 quarterly payments of \$177.00
	Purchase Order Total: \$868.76

Payment Schedule (if step lease)			
Payment Number		To	
Payment Number		To	
Payment Number		To	
Payment Number		To	
Payment Number		To	

Comments
 Purchase orders submitted to OFSI referencing this contract shall constitute an original schedule to this agreement and addendum.



Océ Financial Services, Inc.
 Exhibit A: Equipment Schedule to State and Local Agreement

Contract No: DIR-SDD-1662

Product/Equipment Supplies Detail	
Manufacturer	Item / Description
1 3877B020	imageRUNNER Advance 8095 Base Unit (Print Shop unit)
1 3692B002	Pod Deck Lite-A1
1 3883B002	Staple Finisher-D1
1 2895B002	Puncher Unit-BF1
1 3881B006	Document Insertion Unit-K1
1 982-7	Line Filter
	DIR-SDD-1662
	Term: 48-Month Fair-Market-Value
	16 Quarterly Payments
	Quarterly Payment Amount: \$1,675.35
1 EMA	All Service, Parts & Supplies included
	16 Quarterly Payments
	Quarterly Copy Allowance of 180,000 pages included. Excess billed quarterly @ 0.0042 CPC
	Quarterly Payment Amount: \$681.00
	Purchase Order Total Per Quarter: \$2,356.35

Payment Schedule (if step lease)			
Payment Number		To	
Payment Number		To	
Payment Number		To	
Payment Number		To	
Payment Number		To	

Comments
 Purchase orders submitted to OFSI referencing this contract shall constitute an original schedule to this agreement and addendum.



Océ Financial Services, Inc.

Exhibit A: Equipment Schedule to State and Local Agreement

Contract No: DIR-SDD-1662

Product/Equipment Supplies Detail	
Manufacturer	Item / Description
1 5561B003	imageRUNNER Advance C5235 Base Unit (Purchasing Unit)
1 3654B007	Cassett Feeding Unit-AD2
1 5587B002	Staple Finisher-J1
1 3675B012	G3 Fax Board-AE2
	DIR-SDD-1662
	Term: 48-Month Fair-Market-Value
	16 Quarterly Payments
	Quarterly Payment Amount: \$647.45
1 EMA	All Service, Parts & Supplies included (excluding paper)
	Quarterly Copy Allowance of 30,000 b/w pages included
	Excess b/w billed annually @ 0.0070 CPC
	Color usage billed annually @ 0.04777 CPC
	16 quarterly payments of \$159.00
	Purchase Order Total: \$806.45

Payment Schedule (if step lease)			
Payment Number		To	
Payment Number		To	
Payment Number		To	
Payment Number		To	
Payment Number		To	

Comments

Purchase orders submitted to OFSI referencing this contract shall constitute an original schedule to this agreement and addendum.

JOHNSON COUNTY CONTRACT TERMS ADDENDUM

This Addendum is between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and **Oce Financial Services, Inc.** (hereinafter referred to as "SERVICE PROVIDER"), collectively referred to as the "PARTIES", and is an Addendum to the Contract between the Parties for the rental of equipment and together the Contract and Addendum shall constitute the entire and complete Agreement between the Parties.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental/sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.
6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.
7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Contract, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide property insurance covering the replacement (fair market value) cost of the equipment rented and will provide Service Provider with a certificate of insurance.

9. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

10. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

11. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act.

13. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

14. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Contract, this Addendum shall control and amend the contractual provisions of the Contract and any provision to the contrary is hereby deleted.

APPROVED AS TO FORM AND CONTENT:

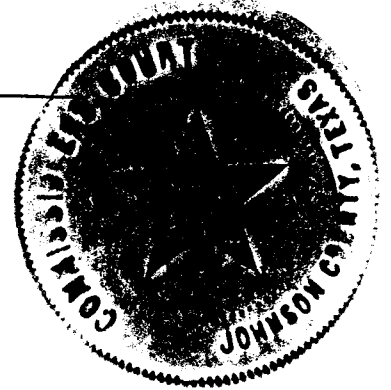
JOHNSON COUNTY:

Roger Harmon
Roger Harmon
County Judge

1-14-13
Date

Attest:
Becky Williams
County Clerk, Johnson County

1-14-13
Date



SERVICE PROVIDER:
Edward Gifford
Authorized Representative
Printed Name: EDWARD GIFFORD
Title: AR

12/12/12
Date