



INVOICE

Number 610011

Invoice Date 10/08/14
Total Due \$1,702.00
Terms Due on Invoice
Purchase Order
Salesman 55 88605

3450 West Burnsville Parkway | Burnsville, MN 55337
 Main: 952.890.8838 | Fax: 952.890.8917 | www.datasales.com

601-855-5503
 HARDY CRUNK
 MADISON COUNTY BOARD
 OF SUPERVISORS
 PO BOX 608
 CANTON MS 39046

Ship To
 DUANE THOMPSON
 MADISON COUNTY CENTRAL RCVG
 146 WEST CENTER ST
 CANTON MS 39046

<u>Qty</u>	<u>Description</u>	<u>Sales Tax</u>	<u>Amount</u>
1	(6400) 12MO 9X5 ND ONSITE MAINT MODEL I15 SN 01PF366 COVERAGE 10/5/14 - 10/4/15		\$1,702.00

104-108 acct

Myrtle Thompson

Remit Payment To:
 DATA SALES CO INC
 NW 7305
 PO BOX 1450
 MINNEAPOLIS MN 55485-7305

Invoice Number 610011
Invoice Date 10/08/14
Terms Due on Invoice
Purchase Order

Sub Total \$1,702.00
Sales Tax \$0.00
Total Due \$1,702.00



FUJIFILM North America Corporation
 1100 King George Post Road
 Edison, New Jersey 08837



3450 West Burnsville Parkway
 Burnsville, MN 55337

Date: 10/9/14

**Equipment Confirmation of Acceptance on
 Purchase Order DSC-11522**

Name: Madison County Board of Supervisors
 Central Receiving
Attn: Duane Thompson
Address 1: 146 West Center Street
City: Canton
State: MS
Zip Code: 39046
Telephone# (601) 855-5503

Dear Valued Customer:

FUJIFILM North America Corporation appreciates your business and wishes to thank you for placing the following machines under your maintenance contract:

Machine Type-Model Number	Serial Number	Term	Start Date	End Date
6400-i15	01PF366	1 Year	10/05/2014	10/04/2015

Please be advised that requests for service should be made through our toll free number **1-855-537-5409** Monday through Friday – 8AM to 9PM Eastern Standard Time.

Unless otherwise noted all Service Coverage is, Next Business Day, Monday through Friday, 8AM to 5PM local time (5X9 NBD).

If you should have any further questions with regard to this confirmation, please contact your **Data Sales Co. Representative at (800) 328 – 2730**. Thank you again for your business support.

Sincerely,
 Customer Care
 Technical Services & Support Group
 Imaging Division
FUJIFILM North America Corporation

DATA SALES CO., INC.
TERMS AND CONDITIONS OF SERVICE

THESE TERMS AND CONDITIONS OF SERVICE ("TERMS AND CONDITIONS") GOVERN THE SALE AND DELIVERY BY DATA SALES CO., INC. ("DATA SALES") OF ITS SERVICE PROGRAMS AND ANY SERVICES PROVIDED BY DATA SALES THEREUNDER AS MORE PARTICULARLY DESCRIBED IN THE SERVICE PROGRAM DESCRIPTIONS ("SERVICES") AND ANY ADDITIONAL REQUESTED OR REQUIRED EQUIPMENT SERVICES. NOTWITHSTANDING ANY DIFFERENT, CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS WHICH APPEAR ON ANY PURCHASE ORDER OR OTHER BUSINESS FORM SUBMITTED BY A CUSTOMER ("CUSTOMER"), SUCH DIFFERENT, CONFLICTING OR ADDITIONAL TERMS WILL NOT BECOME A PART OF THE CONTRACT OF SALE BETWEEN DATA SALES AND CUSTOMER. These Terms and Conditions are confidential information of Data Sales and shall not be disclosed by Customer to any third party without the prior written consent of Data Sales.

DEFINED TERMS

Accessories: Accessories for the Equipment which are: (1) purchased from Data Sales as part of the original Equipment sale; or (2) specifically identified as covered in the Service Program documentation and listed as part of the applicable Service Program. All other accessories for the Equipment are excluded.

Assemblies: Any pre-assembled collection of Parts to serve a particular purpose which may also be available on an individual Part basis.

Authorized Data Sales Service Representative or ADSSR: A technician authorized by Data Sales to provide technical support for the Equipment.

Consumable Parts: All consumable parts (including, but not limited to, paper rolls, ink/toner cartridges, ink and toner) and expendable items, including, but not limited to, parts that are considered "wear and tear" items such as filters, rollers, drums, heaters and gears and all parts on Data Sales "Parts Exclusion List" attached to these Terms and Conditions, as may be amended from time to time by Data Sales in its sole discretion.

Emergency Service: Priority service response performed during and after normal business hours relating to Equipment problems which prevent proper functioning, as determined by Data Sales in its sole discretion.

Equipment: Either (1) the individual and particular equipment for which technical support coverage was selected on Data Sales's Service Agreement Form submitted by Customer or (2) the Original Equipment Manufacturer ("OEM") equipment for which Data Sales agrees to provide the applicable Service Program. Any accessories not purchased through Data Sales as a part of the original Equipment sale or not specifically identified as covered in the Service Program documentation and listed as part of the applicable Service Program are not considered part of the Equipment. Data Sales will identify all Equipment by Model name, Data Sales identification number, and/or serial number when providing Service Program documentation.

Data Sales Advanced Exchange Replacement (AEX) Program: A Data Sales program for the delivery of Equipment or components by Data Sales to Customer to replace defective Equipment or components at such Customer's site. Details of the terms and conditions of the Data Sales AEX Program are set forth in the Service Program description, if applicable.

Data Sales Bench Repair Program: A Data Sales program for the repair and return of defective Equipment or components. Details of the terms and conditions of the Data Sales Bench Repair Program are set forth in the Service Program description, if applicable.

Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Data Sales reserves the right to change the Holidays from time to time in its sole discretion.

Licensed Software: Any licensed or proprietary application and/or software provided by Data Sales, any OEM or any other software publisher that may reside in any Equipment or is licensed in conjunction with the Equipment.

Original Equipment Warranty: The Data Sales warranty, if any, which is included with the original Equipment purchase or any OEM warranty that Data Sales is honoring for such third party. Original Equipment Warranties and the terms and conditions of these warranties may differ in accordance with the type of Equipment purchased and in the event that the Equipment is used or reconditioned.

Parts: Components of the Equipment only and Accessories that are used for repair and maintenance activities. Parts do not include any accessories that have not been: (1) purchased from Data Sales as part of the original Equipment sale; or (2) specifically identified as covered in the Service Program documentation and listed as part of the applicable Service Program.

Product Updates: Any correction or adjustment, including, but not limited to, retrofits, "bug fixes" and maintenance releases, which Data Sales, in its sole discretion, deems to be necessary improvements to the Licensed Software and/or Equipment sold by Data Sales.

Product Upgrades: New versions of the Equipment, Accessories and/or Licensed Software providing enhancement and new functionality to the Equipment and any related documentation and/or any improvements or enhancements to the Equipment sold by Data Sales. As a general rule, Product Upgrades are never included in Service Programs.

Repairable Parts: All Parts deemed by Data Sales in its sole discretion to be repairable for re-use, including, but not limited to, PCB boards and entire Assemblies.

Service Program: An agreement to cover specified pieces of Equipment under a variety of circumstances, including warranty service, remedial service, Data Sales AEX Program, Data Sales Bench Repair Program, preventative maintenance, pre-paid deposit service and other services as specified between Data Sales and Customer.

FORMATION OF CONTRACT

A CONTRACT FOR THE SALE OF A SERVICE PROGRAM WILL BE FORMED ONLY IF AND WHEN A SERVICE PROGRAM IS ORDERED WITH THE ORIGINAL EQUIPMENT PURCHASE AND THE APPLICABLE EQUIPMENT IS INSTALLED. A CONTRACT FOR THE SALE OF A SERVICE PROGRAM WILL BE FORMED IN ALL OTHER CASES ONLY IF AND WHEN A PURCHASE ORDER FROM CUSTOMER IS ACCEPTED BY DATA SALES IN WRITING, INCLUDING BY ISSUANCE OF AN INVOICE FOR SUCH SERVICE PROGRAM. ALL CONTRACTS FOR THE SALE OF A SERVICE PROGRAM FOR "OUT OF WARRANTY" OR "OUT OF CONTRACT" EQUIPMENT REQUIRE, AND ARE CONDITIONED UPON, AN INSPECTION BY AN ADSSR, AS WELL AS A DETERMINATION THAT THE EQUIPMENT PERFORMS TO Data Sales's AND/OR THE EQUIPMENT MANUFACTURER'S SPECIFICATIONS. All inspection costs will be paid by Customer. Customer is also responsible for any and all costs to repair the Equipment, should it be necessary to bring performance of the Equipment up to Data Sales's and/or the Equipment manufacturer's specifications.

AVAILABILITY/COMMENCEMENT: Services are only available to customers within the Continental United States, Alaska, Hawaii and Puerto Rico. Services outside of such region may be made available by Data Sales, at Data Sales's sole discretion and at such services rates and additional charges as Data Sales may deem necessary or advisable. For Equipment still covered by Original Equipment Warranty, a Service Program will commence upon expiration of such warranty unless the Service Program is specifically priced to include the applicable warranty period. Service rates may be higher outside the Continental United States.

SERVICES AVAILABLE: Depending on the applicable Service Program, Services may include on-site Equipment repair, Data Sales AEX or Bench Repair Programs, Parts coverage, technical helpdesk support, diagnostic services and/or preventative maintenance services.

SERVICES NOT COVERED: Services not included in the applicable Service Program ("Additional Services") will be provided at Data Sales's prevailing service rates and at Data Sales's sole discretion. Additional Services may include, but are not limited to: overtime service; Customer requested stand-by; additional Customer retraining; return travel; repeat calls; charges related to service technician wait time, such as call-backs and waiting for parts; installation of non-Data Sales purchased software packages; solving non-Data Sales purchased software problems; monitoring networks; maintaining network configurations and general consultation services. Additional Services may also include, but are not limited to: the repair or replacement of Equipment that has been damaged by: (1) accident, mishandling, misuse, abuse, lack of reasonable care, or acts of God or nature, such as fire, lightning or flood; (2) use with parts, components, accessories, attachments or consumables that: (i) are not genuine Data Sales products, (ii) are not approved by Data Sales or the OEM for use with the Equipment, or (iii) otherwise do not comply with Data Sales's or such OEM's specifications for the Equipment; (3) an electrical power problem; (4) any software, application, part, component or device not provided by Data Sales or the applicable OEM; (5) failure to follow operating or maintenance instructions, or operation outside the range of listed environmental operating conditions or specifications for the Equipment; or (6) repairs, modifications, services or transport of the Equipment performed by anyone other than an ADSSR.

In order for the Equipment to function in accordance with Data Sales's or the Equipment manufacturer's specifications and to achieve optimum performance and print quality, Customer may be required to use only genuine Data Sales Parts and consumables, and/or Parts and consumables approved by Data Sales or the OEM for use with the Equipment or that otherwise comply with Data Sales's or such OEM's specifications for the Equipment. Such required Parts and consumables, if any, are set forth in Data Sales's or the OEM's specifications for the Equipment. Customer's failure to use such required Parts or consumables, or the making of any modifications to or transport of the Equipment by anyone other than an ADSSR, may result in damage, malfunction or poor performance of the Equipment, shorten its expected life, produce lower quality prints, and void the OEM's warranty and any warranty between Data Sales and Customer for the Equipment. Data Sales will not be responsible under these Terms and Conditions to repair such damage, malfunction or performance. Any service

EQUIPMENT SERVICE

provided by Data Sales to repair such damage, malfunction or performance will be at Data Sales's prevailing service rates as determined by Data Sales in its sole discretion.

Equipment should not be transported from its original installation location by anyone other than an ADSSR. In the event Equipment is transported to a different location by anyone other than an ADSSR, Data Sales will only continue Services under any applicable Service Program subject to an inspection of the Equipment at its new location by an ADSSR and a determination that the Equipment performs to Data Sales's and/or the Equipment manufacturer's specifications. All inspection costs will be paid by Customer. Customer is also responsible for any and all costs to repair the Equipment, should it be necessary to bring performance of the Equipment up to Data Sales's and/or the Equipment manufacturer's specifications. If Customer is unwilling to perform such inspection, Data Sales may, in its sole discretion, immediately terminate or suspend any Service Program or Service. It is the Customer's responsibility to inform Data Sales that Customer desires such inspection and reinstatement.

SERVICE CALL BACKS: Any repeat of Services deemed necessary by Data Sales, in its sole discretion, to correct an Equipment problem which Data Sales previously attempted to correct, but failed to do so, may be considered, in Data Sales's sole discretion, an unresolved service call back situation eligible for re-service of the Equipment by Data Sales at no additional expense. In order for an Equipment problem to be considered an unresolved service call back situation, such Equipment problem must be exactly the same as the Equipment problem previously reported by Customer, as determined by Data Sales, in its sole discretion. Equipment problems that are not exactly the same shall not be considered an unresolved service call back situation. In the event of an unresolved service call back situation, if the fees and expenses for parts and labor for the service call back exceeds the fees and expenses for parts and labor charged to Customer for the original service, Data Sales reserves the right to charge Customer the higher of such fees and expenses or for any fees and expenses for additional parts and labor deemed necessary or advisable by Data Sales in its sole discretion for the service call back.

FEES AND OTHER CHARGES

SERVICE FEES: Fees for the Service Programs and any Additional Services will be billed and are payable in advance in full or with periodic payments if applicable. All Additional Services will be at Data Sales's prevailing service rates. Service rates are subject to change by Data Sales without notice and at Data Sales's sole discretion. Data Sales's obligations to perform hereunder are subject to the strict observance by Customer of the credit or payment terms established by Data Sales's Credit Department in its sole discretion. Data Sales reserves the right to change its credit and payment terms upon advance notice to Customer and further reserves the right, among other remedies, to terminate any contract or terminate or suspend any performance of Services and/or Additional Services if at anytime, in Data Sales's sole discretion, Customer's credit worthiness is impaired or in the event Customer fails to make any payment when due.

ZONE CHARGES: Unless otherwise indicated on the applicable Service Program description, Data Sales's prevailing Zone Charge will apply to Services and/or Additional Services performed at a Customer location that is more than fifty (50) miles from the closest Data Sales Service Center or AFSR's residence.

INTERNATIONAL TRAVEL AND OTHER RELATED EXPENSES: Any and all fees for Service Programs and Additional Services outside of the Continental United States, Alaska, Hawaii and Puerto Rico will be billed portal-to-portal and at the service rates deemed necessary or advisable by Data Sales. Customer shall also reimburse Data Sales for all costs and expenses incurred by Data Sales or ADSSRs for travel, lodging and sustenance when Data Sales is required to perform Services outside of the Continental United States, Alaska, Hawaii and Puerto Rico, including, but not limited to, all expenses related to air travel, hotel accommodations, ground transportation, work permits and licenses, visa charges, duty fees, customs fees and similar charges. Such costs and expenses will be billed by Data Sales to Customer.

EMERGENCY CALL OUT CHARGE: Data Sales's prevailing emergency call out charge is applicable to any Emergency Service requested on-site in less than eight (8) business hours (evenings, weekends and Holidays do not count as business hours). This expedited service may not be available in all areas inside or outside of the Continental United States.

TAXES: The prices of Services and Additional Services do not include any taxes, which may apply to the sale or use of those services, including, but not limited to, sales, use, privilege, excise or property taxes, and Data Sales will invoice Customer for such applicable taxes. Customer is solely responsible for payment of all such taxes, whether or not invoiced.

COSTS AND EXPENSES OF COLLECTION: In the event that Customer fails to make full payment for Services, Equipment or Parts in the manner and within the time specified by Data Sales in its payment terms, Customer shall be liable to Data Sales for payment of all costs and expenses incurred by Data Sales or its affiliates in seeking collection of the amounts owed by Customer, including, but not limited to, the costs of collection agencies and reasonable attorneys' fees incurred by Data Sales or its affiliates. In addition, in the event of Customer's default in payment for Services, Equipment or Parts when due, Data Sales shall be entitled to collect an interest charge of the lesser of one and one-half percent (1.5%) of the outstanding balance per month or the maximum amount allowed by applicable law.

PAYMENT TERMS: The payment terms for all invoices related to these Terms and Conditions are net thirty (30) days from the date of original invoice (without deduction or setoff).

Data Sales may, in the normal course of business, use subcontractors or agents to provide any or all of the services outlined.

SUPPORT LEVELS: The level of support service to be provided by Data Sales ("Support Levels") is specific to each applicable Service Program. Details of available Support Levels are set forth in the applicable Service Program descriptions.

ON-SITE SERVICE HOURS: On-site service hours are specific to each applicable Service Program. If not otherwise provided by the applicable Service Program, on-site service for evenings, weekends or Holidays is available at Data Sales's prevailing service rates for overtime, weekends or Holidays, as applicable and determined by Data Sales in its sole discretion. The minimum billing time for weekends and Holidays is four (4) hours. Service will not be available or provided on the following major Holidays ("Major Holidays"): New Year's Day, Easter, Independence Day, Thanksgiving Day and Christmas Day. Data Sales reserves the right to change the Major Holidays from time to time in its sole discretion.

ON-SITE SERVICE AND HELPDESK RESPONSE GOALS: On-site Service and Helpdesk (defined below) response times, if any, are specific to each applicable Service Program. Any and all Support Levels and response times set forth in a Service Program description are solely targets. While Data Sales shall take commercially reasonable efforts to meet these targets, Data Sales shall bear no liability for damages, whether direct, consequential, incidental or otherwise, including, but not limited to, any loss of revenue, data and/or goodwill, resulting from the failure of Data Sales or any of its employees, agents or subcontractors to meet a Support Level or response time or for Customer's resulting inability to resume commercial operation.

TECHNICAL SUPPORT HELPDESK: Unless otherwise indicated in the applicable Service Program description, Services shall include limited use of the Data Sales Technical Support Services Helpdesk ("Helpdesk"). Helpdesk support is specific to each applicable Service Program and is more fully described on the applicable Service Program description. If not otherwise provided by the applicable Service Program, Helpdesk support on weekends, evenings and Holidays is available at an additional cost. Helpdesk support is not available on Major Holidays.

Customer is encouraged to utilize all available resources prior to consulting Helpdesk. The first step in resolving any problem is to review the printed instruction manuals that accompany every piece of Equipment. If any remedial training is required, it can be scheduled through the local Data Sales Service Manager and is subject to Data Sales's prevailing service rates as determined by Data Sales in its sole discretion. Unless otherwise provided in the applicable Service Program description, Data Sales does not provide any specific response time targets for calls placed to Helpdesk. Data Sales is not responsible for any interruption in Helpdesk service.

PRODUCT UPGRADE AND PRODUCT UPDATE POLICES: When available, Data Sales shall determine, in its sole discretion, which Product Upgrades and/or Product Updates, if any, Customer is entitled to receive for Data Sales products. Data Sales shall also determine, in its sole discretion, the applicable conditions, service rates and costs applicable to such Product Upgrades and/or Product Updates. Data Sales will provide Product Upgrades and Product Updates as specified by OEMs on their contracted Equipment at the request of the applicable OEM only. Data Sales has no obligation to provide Product Updates or Product Upgrades on Equipment not sold by Data Sales or other OEM equipment, but Data Sales may do so if contracted by the applicable OEM or Customer.

FIDS REMOTE DIAGNOSTIC SERVICES: Depending on the applicable Service Program, Customer may be entitled to receive Data Sales Intelligent Device Service ("FIDS"). FIDS is a remote diagnostic service that allows Data Sales to access Equipment remotely for the purpose of problem identification and resolution. The detailed features of FIDS are customized depending on the Equipment and the applicable Service Program. FIDS requires that Customer have a broadband connection to the Equipment. Data Sales shall bear no liability whatsoever with respect to Customer's receipt or use of FIDS or for any claims, losses or damages in anyway related to, or arising out of, FIDS.

DATA SALES ADVANCED EXCHANGE (AEX) & BENCH REPAIR PROGRAMS: Depending on the applicable Service Program, Services may include the Data Sales AEX or Bench Repair Programs. Details of the terms and conditions of the Data Sales AEX and Bench Repair Programs are set forth in the Service Program description, if applicable. Under the Data Sales AEX Program, Equipment or components are delivered by Data Sales to Customer to replace defective Equipment or components at such Customer's site. If the Equipment or component is considered a Customer Replaceable Unit ("CRU"), Customer is responsible for the replacement of the Equipment or component and the return of the defective Equipment or component to Data Sales. If the Equipment or component is considered a Field Replaceable Unit ("FRU"), the Equipment or component can only be replaced by an ADSSR and Customer is required to return the defective Equipment or component to Data Sales as soon as practical after replacement. In all cases, Customer is responsible to return the defective Equipment or component, or a directly equivalent type or model, to Data Sales within thirty (30) days of replacement. All replacement Equipment and components shipped to Customer under the Data Sales AEX Program will be shipped in a special container and packaging which must be used by Customer to return the defective Equipment or components to Data Sales. If the defective Equipment or component is not received by Data Sales or within the time frame required by Data Sales, the replacement Equipment will be fully billable by Data Sales to Customer at the prevailing price of such Equipment or component as determined by Data Sales in its sole discretion. Any replacement equipment shipped and billed includes only a thirty (30) day repair parts warranty. Under the Data Sales Bench Repair Program, Customer is required to

deliver or mail pre-paid the defective Equipment or component to Data Sales will perform the repair and return the repaired Equipment or component pre-paid to Customer. Customer is responsible to install or otherwise restore operation with the repaired Equipment or component.

PARTS COVERAGE

Parts coverage, if any, is limited to the applicable Service Program, and is more fully described in the applicable Service Program description. The standard warranty on all Parts sold and/or supplied by Data Sales is thirty (30) days from the date such Parts are shipped from the Data Sales facility. Parts may be refurbished or remanufactured, but still carry the same warranty. Unless specifically provided in the applicable Service Program description, all Consumable Parts are excluded from any and all applicable Equipment warranties and Service Programs. In addition, Data Sales maintains a master list of Parts. Certain Parts on this master list have been deemed by Data Sales as "excluded" which means that such "excluded" Parts are not available on a free of charge basis for Customers with "in effect" warranties or Service Programs that include parts coverage. These additional excluded Parts are set forth on the

"Parts Exclusion List" attached to these Terms and Conditions, as may be amended from time to time by Data Sales in its sole discretion.

All Assemblies are excluded from any and all applicable Equipment warranties and Service Programs; provided, however, that the Parts included in such Assemblies may be individually covered. All Assemblies will be billed by to Customer at the prevailing price of such Assemblies as determined by Data Sales in its sole discretion, unless Data Sales, in its sole discretion, decides to order the Assembly for installation by an ADSSR as opposed to replacing the applicable covered Parts.

RETURN AUTHORIZATION: All Parts returns must be authorized by Data Sales and include a Return Authorization ("RA") form. An RA number must be obtained prior to the return of any Parts. The ADSSR is responsible for obtaining the RA number when assigned to the account. In the event no ADSSR is assigned to the account, Customer is responsible for obtaining the RA number and for paying any associated costs of returning the Parts. An RA number may be supplied with the accompanying documentation in a shipment of Parts. If an RA number is not assigned, one must be obtained by Customer from Data Sales. All authorized returns must be shipped, freight pre-paid, F.O.B. destination, as specified by Data Sales. Returns shipped freight collect will not be accepted. Returned Parts will be subject to a restocking charge of fifteen percent (15%) of the invoiced amount for such Parts; provided that Customer has returned less than ten percent (10%) of Parts purchased by Customer from Data Sales during the applicable calendar year. In the event Customer returns ten percent (10%) or more of Parts purchased by Customer from Data Sales during the applicable calendar year, returned Parts will be subject to a restocking charge of twenty-five percent

(25%) of the invoiced amount for such Parts. In the event that Customer returns twenty-five percent (25%) or more of the Parts purchased by Customer during the applicable calendar year, returned Parts privileges will be revoked. Customer may not make any deduction from invoiced amounts, except upon receipt of prior written approval from Data Sales.

PARTS AND RETURNS FOR EQUIPMENT UNDER LABOR OR PARTS

WARRANTIES: Customer is required to have any Part or Parts exceeding a \$1,500 list price installed by an ADSSR, if the Equipment is under a labor or parts warranty. Failure to comply with this requirement will, in Data Sales's sole discretion, void any warranty that may accompany the installed Part and the associated Equipment subsystem in which the Part resides or is used. Parts exceeding the \$1,500 list price threshold returned to Data Sales will only be credited the core credit (if available), when installed by a party other than an ADSSR. All claims for core credit on Parts installed by a party other than an ADSSR must be received by Data Sales within forty-five (45) days of the original Parts order invoice. No core credit will be issued for Parts returned to Data Sales after this forty-five (45) day window has expired. Customer will not be eligible for a return of goods credit to the extent any returns are received by Data Sales after this forty-five (45) day window has expired. If Customer orders Parts on Equipment under warranty that exceed the \$1,500 list price threshold that will be installed by an ADSSR, Customer can expect core credit (if applicable and available) for Parts that were replaced by such ADSSR and returned to Data Sales by such ADSSR. Full price Parts credit (if applicable) will be given to Customer if the ADSSR orders Parts exceeding the \$1,500 list price threshold, but returns those Parts on "consignment" basis on Equipment under labor or parts warranty. This includes Parts ordered to troubleshoot Equipment that will be exclusively handled and returned by an ADSSR.

PARTS ORDERS FOR EQUIPMENT NOT UNDER LABOR OR PARTS

WARRANTIES: All returns made for Parts ordered on out-of-warranty Equipment are subject to a fifteen percent (15%) or twenty-five percent (25%) restocking fee based on the percentage of returns against annual sales; provided the Parts qualify for a return. This qualification will be made at Data Sales's sole discretion. As a general rule, Consumable Parts do not qualify for a return to, or credit from, Data Sales. All returns to Data Sales made by Customer must be in the original packaging with an unbroken tamper resistant package seal to receive full credit (less the applicable restocking fee). Parts received with broken package seal will only be eligible for a core credit (if applicable). Parts ordered by parties other than an ADSSR to troubleshoot Equipment are subject to core credit only if the Equipment seal has been broken and the Part cannot be sold to other customers in "New or Like New Condition". Data Sales, at its sole discretion, shall determine if a returned Part can be sold in "New or Like New Condition" and will apply the appropriate credit due (full, core or none) to Customer after reviewing the return for salability. Parts ordered by parties other than an ADSSR used to troubleshoot Equipment are subject to the applicable restocking fee even if returned in "New or Like New Condition". Parts ordered by an ADSSR can be returned for full Parts credit if installed on Equipment to troubleshoot machines and

subsequently returned as unneeded Parts by such ADSSR. On site service is required for this activity.

GENERAL TERMS AND CONDITIONS FOR PARTS ORDERS AND RETURNS:

Data Sales reserves the right to change Parts prices, handling fees, specifications, packaging and/or design at any time without notice. Data Sales also reserves the right to discontinue production and/or sale of any Parts at any time without notice. Any Parts that are packaged with tamper resistant seals cannot be returned as new for any reason if the tamper resistant seal is broken. Certain Parts are assigned a core credit and in the event the tamper resistant seal is broken with respect to such returned Parts, they may be returned for core credit only. In the event no core credit is assigned to any Parts being returned, no returns will be allowed in the event the tamper resistant seal is broken. All Parts returned for credit must be accompanied by a fully completed RA form. Failure to provide a completed RA form will result in no credit being issued, or a delay in issuing of a credit. No credit will be issued for Parts returned after forty-five (45) days from the date of the original invoice for such Part. Returns on electrical components with broken seals will only be accepted if an ADSSR was present at the site for a service call that was associated with the purchase of such Part. No deductions from invoice may be made for returned Parts until a credit memo is issued by Data Sales. The ADSSR assigned to the account will be responsible for returning all Parts. If no ADSSR is available, Customer shall be responsible for returning all Parts. Appropriate return and restocking fees shall be paid by Customer. In the event that a return is comprised of more than one package, the RA number must be clearly placed, in bold numbers or letters, on the exterior of every package. Any Parts that were shipped for troubleshooting purposes and not used by the ADSSR on-site will be eligible for a full credit. Data Sales has the right to discontinue production and/or sale of any Part at any time without notice and has no obligation to stock or supply any particular Parts.

REPAIRABLE PARTS: Unless covered by a Service Program, Customer is responsible for the return of all Repairable Parts which can be returned for partial credit. If the defective Repairable Part is not received by Data Sales within forty-five (45) days of Customer's receipt of the replacement Part, the replacement Part will be billed to Customer at Data Sales's prevailing prices as determined by Data Sales in its sole discretion.

Data Sales's Equipment and Parts Conditions of Sale/Lease, as amended by Data Sales from time to time in its sole discretion, shall govern every sale or supply of Equipment parts by Data Sales. In addition, all Parts orders and returns, regardless of whether such Parts are covered by a warranty, are subject to, and Customer shall comply with, the Data Sales General Terms and Conditions for Parts Orders and Returns as amended by Data Sales from time to time in its sole discretion.

CUSTOMER RESPONSIBILITIES

Customer shall:

- Coordinate all requests for assistance by assigning a Customer Authorized Caller to act as liaison with Data Sales service personnel and be responsible for providing initial problem information to Data Sales;
- Perform appropriate problem solving analysis and corrective actions by following troubleshooting instructions and remedial actions as described by Data Sales;
- Maintain software backup copies, documentation and updates;
- Perform Customer maintenance and error recovery procedures;
- Ensure immediate access to Equipment for ADSSRs when Service is requested;
- Provide all consumables, computer time and materials required for the Service activity; and
- If applicable, provide meter readings or other key indicators related to Equipment as requested by Data Sales.

Customer's failure, in Data Sales's sole discretion, to adequately perform these responsibilities may result in additional charges at Data Sales's prevailing service rates as determined by Data Sales in its sole discretion.

Except to the extent expressly permitted otherwise by Data Sales in writing, Customer agrees not to disclose to any person outside of Customer's employ, nor to use for any purpose other than for Customer's procurement of Services hereunder, these Terms and Conditions and any information which is received by Customer from or on behalf of Data Sales or its affiliates and which relates to the Services, or which is developed hereunder, until such information is made publicly available by Data Sales or its affiliate.

No rights in patents, trade secrets, trade names, copyrights, logos, service marks or trademarks or other intellectual property are granted by Data Sales under these Terms and Conditions. Customer acknowledges and agrees that Customer shall not use Data Sales's name, trade name, copyrights, logos, service marks or trademarks in any manner, including, without limitation, in any press release, advertising or for promotional purposes, without the prior written consent of Data Sales.

WARRANTIES & LIMITATIONS OF LIABILITY

Data Sales shall provide Services and any Additional Services in a workmanlike manner. In the event Data Sales breaches this warranty, Data Sales's sole obligation and liability, and Customer's sole remedy, is the reservice of Equipment by Data Sales. Any warranty regarding the Equipment is set forth in separately printed Equipment Limited Warranties, which shall be provided with the Equipment. All warranties regarding Parts, if any, are printed on or packaged with the Parts when sold. **EXCEPT AS EXPRESSLY PROVIDED IN SAID WARRANTIES, Data Sales MAKES NO**

WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SERVICE PROGRAMS, SERVICES OR ADDITIONAL SERVICES, THE EQUIPMENT AND/OR PARTS, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Data Sales makes no guarantee that operation of the Equipment will be uninterrupted or without error.

Any claim for a breach of warranty related to Services or Additional Services shall be deemed waived unless made in writing and received by Data Sales within ten (10) days of performance of the Services or Additional Services to which such claim relates.

IN NO EVENT WILL Data Sales BE LIABLE, WHETHER IN TORT, CONTRACT OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR EQUIPMENT DOWNTIME, FAILURE TO ACHIEVE COST SAVINGS, LOST PROFITS, LOST REVENUES, LOST OPPORTUNITIES, LOST DATA OR GOODWILL, INTERRUPTION OF BUSINESS, OR OTHER DAMAGES RESULTING FROM CUSTOMER'S INABILITY TO COMMENCE, CONTINUE OR RESUME COMMERCIAL OPERATIONS, ARISING OUT OF OR RELATING TO THE SERVICE PROGRAMS, SERVICES OR ADDITIONAL SERVICES, EVEN IF Data Sales HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES RESULT FROM NEGLIGENCE OR OTHER FAULT. THIS DISCLAIMER SHALL EXTEND TO DAMAGES FOR PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW.

The Equipment Limited Warranties provided by Data Sales are Customer's exclusive remedies if the Equipment is defective or non-conforming. The warranties shipped with Parts are Customer's exclusive remedies if the Parts are defective or non-conforming. If any court having jurisdiction finally holds that any limitation of remedies set forth herein is void or unenforceable, Data Sales's liability for any claim shall be limited to the invoice price of the Services, Additional Services, Equipment or Parts giving rise to the claim.

No action, regardless of form, arising under these Terms and Conditions or in anyway relating to the Services, Additional Services, Equipment or Parts may be brought more than one (1) year after the cause of action arises.

Use of Equipment may be subject to prohibitions, restrictions or other provisions of zoning ordinances, building, electrical, fire or sewage codes, or other laws, ordinances or regulations ("Codes and Standards") in effect at the site where Equipment is installed. It is solely Customer's responsibility to investigate such applicable Codes and Standards to determine whether any such prohibitions, restrictions or other provisions apply and to take any actions, including, but not limited to, obtaining any permits, approvals, exemptions, waivers or variances, which may be required for compliance with such Codes and Standards. Upon request, Data Sales will provide Customer information as to any design or use approvals which Data Sales has obtained with respect to Equipment. **HOWEVER, Data Sales ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE COMPLIANCE OF EQUIPMENT OR CUSTOMER'S USE OF EQUIPMENT WITH SUCH CODES AND STANDARDS. FURTHER, Data Sales WILL NOT IN ANY WAY BE LIABLE TO CUSTOMER OR ANY OTHER PARTY, FOR ANY DAMAGES, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR OTHERWISE, IF CUSTOMER'S USE OF EQUIPMENT, INTENDED OR ACTUAL, IS PROHIBITED, RESTRICTED OR OTHERWISE AFFECTED BY SUCH CODES AND STANDARDS.**

TERMINATION AND/OR SUSPENSION OF SERVICES

Data Sales may, at its sole discretion, immediately terminate or suspend any Service Program, Service and/or Additional Service, in the event of Equipment misuse, abuse, lack of proper maintenance or qualified operators, repeated calls to train unqualified operators, or continued requests for Emergency Service for routine or maintenance-related quality control issues by Customer.

Data Sales may also, in its sole discretion, immediately terminate any Service Program, Service and/or Additional Service in the event that Data Sales determines, in its sole discretion, that Data Sales is unable to continue to provide a Service or Additional Service due to the unavailability or shortage of necessary components, resources or parts. Data Sales has the right to discontinue production and/or sale of any Part at any time without notice and has no obligation to stock or supply any particular components, resources or parts. In no event will Data Sales be required to purchase any such components, resources or parts upon unreasonable terms and/or at unreasonable prices. During any shortage of any such components, resources or parts, Data Sales may apportion and allocate such components, resources or parts among itself and its subsidiaries, affiliates and customers as Data Sales deems fit in its sole discretion. Data Sales may also, in its sole discretion terminate any Service Program, Service and/or Additional Service, with or without cause, by giving at least thirty (30) days' prior written notice of termination to Customer. In the event that Data Sales terminates any Service Program, Service and/or Additional Service without cause or due to the unavailability or shortage of necessary components, resources or parts, Data Sales's sole liability will be to return to Customer a pro-rata portion of any fees paid in advance by Customer for the terminated Service(s) and/or Additional Service(s) for the period following the termination date or, if no fee was paid in advance by Customer for such terminated Service(s) and/or Additional Service(s), Data Sales will cease billing Customer for such terminated Service(s) and/or Additional Service(s) not performed by Data Sales prior to the termination date.

Customer may not terminate a Service Program prior to one hundred eighty (180) days following the commencement of such Service Program. In order for Customer to terminate a Service Program, Customer must provide Data Sales with written notice of such termination at least thirty (30) days prior to termination. In the event of termination by Customer, Customer shall pay a pro-rata portion of the fees due under these Terms and Conditions for the period prior to termination or for Data Sales's prevailing service rates, as determined by Data Sales in its sole discretion, for any Services, Additional Services and/or Parts provided to Customer during such time, whichever is higher. Certain additional termination fees, as determined by Data Sales in its sole discretion, may also apply.

GENERAL

These Terms and Conditions and other terms set forth on Data Sales's Service Agreement Form and Service Program descriptions and any applicable provisions of Data Sales's Equipment and Parts Conditions of Sale/Lease or the Data Sales Repair and Replacement Parts Conditions constitute the entire contract of the parties relating to the Services and/or Additional Services, and no promises, representations or agreement, oral or written, made by any ADSSR or other Data Sales representative are made part of such contract. No course of dealings is relevant to supplement or explain any of these Terms and Conditions. These Terms and Conditions may not be modified except in writing by Data Sales. Should these Terms and Conditions conflict with the terms set forth on Data Sales's Service Agreement Form and/or Service Program descriptions, these Terms and Conditions shall govern.

ADSSRs are not aware of all details and aspects of the Service Programs or specific coverages. Any questions or concerns about what is and is not covered by a Service Program should be addressed to Data Sales Customer Care at (800) 659-3854, extension 3888.

If any provision of these Terms and Conditions (as supplemented by any additional terms of Data Sales's Service Agreement Form, Service Program descriptions and/or Data Sales's Equipment and Parts Conditions of Sale/Lease) is finally determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any other provision hereof, and all such other provisions will remain in full force and effect.

All Licensed Software is non-transferable, unless specifically stated otherwise in a separate license agreement accompanying the Equipment or software or entered into in writing by Data Sales and Customer.

Data Sales shall not be liable in any way for failure or delay in carrying out the terms of any Service Program, Services and/or any Additional Services resulting from any cause or circumstance beyond its reasonable control, including, but not limited to, any act of God, fire, flood, war, terrorism, explosion, labor difficulties, inability to obtain necessary labor or materials, interruption of transportation, civil commotion, and acts of any governmental authority.

Any sales contract formed between Customer and Data Sales may not be assigned by Customer except with the prior written consent of Data Sales may assign all or any part of this Agreement or subcontract or delegate any or all of its obligations hereunder.

Any notice, request, consent or demand on Data Sales shall be given by overnight courier service, or by facsimile or e-mail, promptly confirmed by overnight courier service, to the street address designated by Data Sales.

Data Sales's waiver of any breach or failure to enforce any of Customer's obligations under these Terms and Conditions at any time shall not limit or waive Data Sales's right thereafter to enforce strict compliance with the terms and conditions hereof.

The validity, construction and performance of these Terms and Conditions and the contract formed between the parties shall be governed by the laws of the State of New York (without giving effect to its principles of conflict of laws). Customer irrevocably and unconditionally submits and waives any objection to the jurisdiction of the federal and state courts located in Westchester County, New York for purposes of any suit, action or proceeding arising out of or relating to these Terms and Conditions or the contract for any Service Program formed between the parties, and agrees to take any and all future action necessary to submit to the jurisdiction of such courts. However, Data Sales may at its option bring suit, or institute other judicial proceedings, against Customer in any court in any place where Customer or any of Customer's assets may be found. The United Nations Convention on Contracts for the International Sale of Goods shall not govern these terms and conditions or any sales contract formed between the parties.

DATA SALES Terms and Conditions of Service

Attachment "A" –PARTS EXCLUSION LIST

The following parts are **EXCLUDED** from all Data Sales Equipment warranties and Service Programs.

- 1) **Dichroics, Lamps, Reflectors and Glass.**
This covers all parts beginning with the prefix of 4A, or 4B, for dichroic or any other colored or neutral density type filters. Parts with the prefix of 102K, 122S cover all printlamps and any other type of lamp or bulb. Parts with the prefix of 3B, or 602S cover all reflectors. GLASS 6B, 605D.

- 2) **Dust, Air, Chemical, Water, and Filter Housing or Holder and Stirring Rods.**
This covers all parts beginning with the prefix of 70B, 138D, 376D, 376F, 4B, 360C, 360D, 360E, 360F, 360G, 603C, 376C, 376G, 376N, for Dust, Air, Chemical, Water and Filter Housing. Parts with the prefix of 341G are Filter Holders or Stirring Rods.
- 3) **Molton Sock Rollers, Molten Socks, and Roller Covers.**
This covers all parts beginning with the prefix of 30A, 334C, 334F, 363C, 363D, 334G, 334H, 334N, 334Y, for Rollers, and Molton Rollers. Parts with the prefix of 385G are Molton Socks or Molton Cloth.
- 4) **Cutter Blades.**
This covers all parts beginning with the prefix of 63K, 63A, for printer cutter blades and 393G, for film cutter blades. FRONTIER CUTTERS 393C, 846B, 846C, 846G, 363C.
- 5) **Squeegee Blades, Caps, Spacers, Flanges, Washers, Seals, O-Rings.**
This covers all parts beginning with the prefix of 384G, 384N, 24B, 347D, 347S, 317D, 375G, 375D.
- 6) **Springs, Shaft Supports And C-Rings, Gears, Wheels, Cams, Handles, Knobs, Ring, Gears, Sprockets.**
This covers all parts beginning with the prefix of 308D, 308S, 308G, 308N, 388F, 388S, 388D, 388G, 388N, 50A, 50B, for springs. Parts with the prefix of 322G, 322NY, 322SA, 322SB, and 322T, 322C, 322D, 322FC, 322FY, 322SB, 322SF, 322SP, 322SY are for shaft supports. Parts with the prefix 315G, and 315N, are for E-Rings. Parts with the prefix 326G, 327G, 327N, 34B and 324B, 324D, 327C, 327D, 327F, 327S, 329D, 329C, 329F, 340C, 340D, 338D, 333D-
- 7) **Belts and Chains, Rack and Drive.**
This covers all parts numbers beginning with the prefix of 323G, 323F, 323C, 323D, 323S, 325F, 325G, 56A and 56B, are for all belts and chains.
- 8) **Complete Assemblies.**
A complete assembly, Units 1, 2, or 3, processing racks, crossover racks, 35MM and APS Auto Negative Carriers or any other component in the machine with multiple parts, NEG CARRIERS, etc., will only be replaced by an ADSSR. The unit will only be replaced when all other attempts have failed to bring the unit to satisfactory working order.
- 9) **Accessories.**
Items that are listed as accessory items such as Negative Masks, Auto Negative Carriers, Waste Tanks, Water Jugs and Measuring Cylinders, will not be covered.
- 10) **Hoses, Clamps, Nozzles, Fitting Tubes and Valves, Spools, Hinges, Pinsall Screws and Washers, Bushings, Fitting Tubes and Spools.**
This covers all parts that have the prefix of 318S, 370D, 370G, 370N, 371G, 371N, 372D, 372G, 372F, 372N, 316G, 316F, 316S, and 374C, 374G, 360G, 360H, 374N, 401G, 68A, 68B and 180M are hoses, clamps, nozzles, fitting tubes and valves. Hose Kits for PG's are also not covered, 409C and 409D SPOOLS
- 11) **Floating Lids.**
This covers all parts that have the prefix 381D, 381G, 381N.
- 12) **Covers, Light Shields, Hinges, Seals, Tanks.**
This covers all parts beginning with the prefix of 350C, 350D, 350F, 351D, 351C, 350G, 350N, 350F, 11A, 11B, 10B, 345C, 345D, 899C, 314C, 314D, 382D, 359C, 359D, 408D.

Any shipping damage to these items must be claimed from shipping agent.

The list of exclusions is not limited by the examples above and Data Sales reserves the right to change the list periodically in its sole discretion and without prior notice.