

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/15/2021

Contract/Lease Control #: C21-3053-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: DEX IMAGING

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 3/15/2021

Expiration Date: 06/14/2026 W/AUTO RENEWALS

Description of: COPIER MAINTENANCE AGREEMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-3891

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4242-21
Procurement/Contractor/Lessee Name: Dex Grant Funded: YES ___ NO X
Purpose: Copier maintenance agent
Date/Term: 63 months auto renew 1. GREATER THAN \$100,000
Department #: 1151 2. GREATER THAN \$50,000
Account #: 547002 3. \$50,000 OR LESS
Amount: per copy
Department: TDD Dept. Monitor Name: Adms

Purchasing Review

Procurement or Contract/Lease requirements are met:
W. Hyatt Date: 2-22-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO Federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator

Risk Management Review

Approved as written: see email attached Date: 2-24-21
_____ Lisa Price
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 3-10-2021
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, March 9, 2021 4:38 PM
To: DeRita Mason; 'Parsons, Kerry'
Cc: Lisa Price
Subject: Re: Dex Imaging Sales Order.6988D66E-E1F1-4FAD-826B-1F5665334059.pdf

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Monday, February 22, 2021 1:55:15 PM
To: 'Parsons, Kerry'
Cc: Lynn Hoshihara; Lisa Price
Subject: FW: Dex Imaging Sales Order.6988D66E-E1F1-4FAD-826B-1F5665334059.pdf

Good afternoon,
Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CPPB
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Lisa Price
Sent: Tuesday, February 23, 2021 4:38 PM
To: DeRita Mason
Subject: RE: Dex Imaging Sales Order.6988D66E-E1F1-4FAD-826B-1F5665334059.pdf

Approved by Risk, no insurance element.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



"Kindness is the language which the deaf can hear and the blind can see"
Mark Twain

For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, February 22, 2021 12:55 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Dex Imaging Sales Order.6988D66E-E1F1-4FAD-826B-1F5665334059.pdf

Good afternoon,
Please review and approve the attached.

Thank you,

DeRita Mason



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of North Ameri</td> <td>43575</td> </tr> <tr> <td>INSURER D: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER E: Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Indemnity Insurance Company of North Ameri	43575	INSURER D: ACE Fire Underwriters Insurance Company	20702	INSURER E: Navigators Insurance Company	42307	INSURER F:
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INSURER F:															
INSURED Staples Inc. Attn: Trevor M. Hamilton 500 Staples Drive Framingham, MA 01702															

COVERAGES **CERTIFICATE NUMBER:** W19989286 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR applies per policy GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSL G71570277	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 975,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	ISA H25313604	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		US00086459LI21A	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67805537 (AOS)	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Work Comp: Per Statute		Y	WLR C67805574 (CA MA)	02/01/2021	02/01/2022	EL-Each Accident \$1,000,000 EL-Disease-Pol. Limit \$1,000,000 EL-Disease Each Emp. \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Staples Inc. Attn: Trevor M. Hamilton 500 Staples Drive Framingham, MA 01702	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Excess Auto Liability, and Umbrella Liability policies. General and Automobile Liability, Excess Auto Liability insurance evidenced herein is Primary and Non-Contributory to other insurance maintained by an Additional Insured. Waiver of Subrogation is granted in accordance with policy provisions of the General Liability, Automobile Liability, Excess Auto Liability, and Workers' Compensation policies as permitted by law.

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702
 POLICY NUMBER: SCF C67805616 (WI) EFF DATE: 02/01/2021 EXP DATE: 02/01/2022

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and Employers Liability	EL-Each Accident	\$1,000,000
Employers Liability	EL-Disease-Pol. Limit	\$1,000,000
Work Comp: Per Statute	EL-Disease Each Emp.	\$1,000,000

INSURER AFFORDING COVERAGE: Navigators Insurance Company NAIC#: 42307
 POLICY NUMBER: NY21EXRZ07FRNIV EFF DATE: 02/01/2021 EXP DATE: 02/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Auto Liability	Limits	\$5,000,000

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Willis of New York, Inc.		NAMED INSURED Staples Inc. 500 Staples Drive Framingham, MA 01702	
POLICY NUMBER See Page 1		EFFECTIVE DATE	
CARRIER See Page 1	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:

Arch Parent Inc.
Capital Office Products of Volusia County, Inc.
Happy Studio LLC
In Designs Global LLC
Lebanon Mill, L.P.
Quill LLC
Quill Lincolnshire, Inc.
Staples Brands Sales LLC
Staples Contract & Commercial LLC
Staples Global Markets, Inc.
Staples GP, LLC
Staples Project 2017 LLC
Staples Shared Service Center, LLC
Staples Ventures, LLC
STIC Corp
The Staples Group, Inc.
HiTouch Business Services LLC
MyOfficeProducts, LLC
Computata Products Inc. dba CPI One Point
NAD Technology LLC
DEX Imaging, LLC
DEX Imaging, LLC DBA TonerType
DEX Imaging, LLC DBA TonerType, Inc.
DEX Imaging of Alabama, LLC
DEX Imaging of Tennessee, LLC
DEX Imaging of Texas, LLC
DEX Imaging of The Carolinas, LLC
DEX TP, LLC
DEX Imaging of Maryland, LLC
Index Datafiles, Inc.
DEX Imaging of North Carolina, LLC
Dean's Office Machines, LLC
Print Counts, LLC
Ecotype Industries, LLC
XEROGRAPHICS, LLC

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY Willis of New York, Inc.		NAMED INSURED Staples Inc. 500 Staples Drive Framingham, MA 01702	
POLICY NUMBER See Page 1		EFFECTIVE DATE	
CARRIER See Page 1	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:

Emerge Holdings, LLC
Emerge Print Management LLC
Sagamore Solutions, LLC
Total Print USA LLC
WorkLife Brands LLC

CONTRACT#: C21-3053-TDD
DEX IMAGING
COPIER MAINTENANCE AGREEMENT
EXPIRES: 06/14/2026 W/AUTO YEARLY RENEWALS



Company Information

Okaloosa County Tourist Development Department

Bill To Address

Okaloosa County TDD
1250 Miracle Strip Pkwy SE
Fort Walton, FL 32548

Contacts

Dex Imaging Sales Representative

Name: Ryan.Keeslar
Phone: 850-863-2515 x 4104
Email: Ryan.Keeslar@deximaging.com

A/P Billing Contact

Name: Accounts Payable/Lianne Clark
Phone: 850-609-3891
Fax:
Email: eccofinance@myokaloosa.com



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

Okaloosa County Tourist Development Department
 1540 Miracle Strip Parkway
 Fort Walton Beach , FL 32548

Delivery Contact: Accounts Payable/Lianne Clark
 Phone: 850-609-3891
 Email: ecccfinance@myokaloosa.com

EQUIPMENT

Konica Minotal 754e (Monthly) - Parts, labor and supplies

B/W Base:	Copies Included: 00	Overage Rate: \$0.004000 /copy						
Color Base:	Copies Included: 0	Overage Rate: \$0.050400 /copy						
Included: Parts, labor and supplies with exception of paper products, staples and freight								
Make	Model #	Color	Print	Copy	Scan	Fax	Other	Quantity
Konica-Minolta	754e			Yes				1

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions:





SALES ORDER / SERVICE AGREEMENT

INSTALLATION

Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

White Glove - \$350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

NOTE : White Glove option does not apply to production units

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.



EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX IMAGING' control (including acts of God or natural disasters) is not covered. In addition, DEX IMAGING may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX IMAGING, or if parts, accessories, or components not authorized by DEX IMAGING are fitted to the equipment.

DEX Industry Best Plus Express

Guaranteed 90 Minute Response Time During Normal Business Hours
Unlimited Help Desk Support
After Hours Service Included

DEX Industry Best Plus

Guaranteed 4 Hour Response Time
Unlimited Help Desk Support
After Hours Service Included

DEX Industry Best

Guaranteed 4 Hour Response Time
Includes 3 Help Desk Calls Per Month

1. BUSINESS HOURS FOR SERVICE

Unless DEX Industry Best or DEX Superior, maintenance services shall be provided hereunder only during DEX IMAGING normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX IMAGING holidays and subject to change by DEX IMAGING.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$100 per hour remotely; on site \$165 per hour.

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX IMAGING and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION The initial Term of this Agreement shall be as set forth above. In the event that DEX IMAGING terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the initial Term and all subsequent Renewal Terms. If a DEX IMAGING Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliances, then Customer is responsible for the manual reporting of meters on a timely basis.

4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11".

5. CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX IMAGING also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX IMAGING to continue to service the Equipment.

Customer must advise DEX IMAGING of any equipment movements not performed by DEX IMAGING via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

6. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX IMAGING approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX IMAGING or an authorized agent of DEX IMAGING may not be covered under this Agreement.

7. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

8. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX IMAGING may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX IMAGING cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX IMAGING shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX IMAGING' service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX IMAGING published rates for service on a "per call" basis.

If Customer uses supplies other than DEX IMAGING' supplies, and such supplies are determined to be defective or not acceptable by DEX IMAGING and/or cause abnormally frequent service calls or service problems, then DEX IMAGING may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX IMAGING supplied materials.

9. NO WARRANTY

Other than the obligations set forth herein, DEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

10. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by DEX Patrol Monitoring Appliance. Manual orders can be placed for any units that do not report to the Appliance. .0005 has been added to the per impression rates shown on the front of this agreement in lieu of freight. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX.

Revision February 2021



SPECIAL INSTRUCTIONS

DEX SALES ASSOCIATE

Name: Ryan.Keeslar

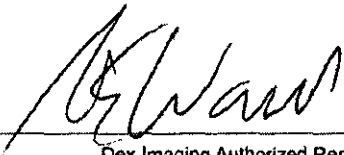
Date: February 22, 2021

APPROVALS

I have read and agree to all terms and conditions contained in this document.

DEX Imaging, inc.

Okaloosa County Tourist Development Departm



Dex Imaging Authorized Representative

Jeffrey A Hyde

Digitally signed by Jeffrey A Hyde
Date: 2021.03.15 10:53:55 -05'00'

Customer's Authorized Representative

Name: Stephen E. Ward

Date: 3-10-2021

Name: _____

Title: _____

Date: _____

