

Customer Incentive Agreement/FIS Service Agreement

FICHENET IMAGING SOLUTIONS, (FIS) agrees to supply to _____CLIENT NAME _____ (CUSTOMER), located at _____ADDRESS_____, and CUSTOMER agrees to purchase from FICHENET IMAGING SOLUTIONS, the CUSTOMER's entire source of document microfilm and/or electronic imaging requirements and other professional services as outline below. CUSTOMER acknowledges that this is a requirements contract and the CUSTOMER may not perform source filming or imaging services itself or purchase such services from others during the term of this Agreement. This Agreement will remain in effect for an initial term of TWO (2) years commencing _____DATE_____ and will automatically be renewed for a successive ONE (1) year terms unless written notice of termination is given by either party to the other party not less than ninety (90) days prior to the end of the initial term or any successive term, as the case may be, with termination effective at the end of such term.

The CUSTOMER agrees to the following charges for the following described services:

Filming/Scanning

Document Preparation \$_____ per hour
 Image Conversion \$_____ per image
 Master (roll, fiche, cd) \$_____ per master
 Duplicate (roll, fiche, cd)\$_____ per duplicate
 Indexing \$_____ per line entry
 Data Management \$_____ per time
 Pick-up/Delivery \$_____ per round trip
 PDF Conversion \$_____ per image
 Printing \$_____ per image
 Barracuda Software \$_____ per seat
 Other \$_____ per unit

For consideration of this agreement FicheNet Imaging Solutions, agrees to not increase prices by more than 5% per year or cost of living increase which ever is less. Price changes negotiable only in the thirty (30) days prior to contract anniversary.

The PARTIES agree to be bound by the terms and conditions appearing on the reverse side of this Agreement.

SIGNATURES:

_____CLIENT_____ (CUSTOMER)

FicheNet Imaging Solutions, (FIS)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Terms and Conditions

1. WARRANTY:

FIS warrants that the services provided herein will result in products that are usable as working records of the CUSTOMER. If any source documents furnished by CUSTOMER are damaged due to FIS's equipment or process, FIS's sole obligation shall be to replace such paper at its own expense. FIS shall not be liable for the loss of any information of such documents. No claim will be allowed under this warranty unless the CUSTOMER promptly notifies FIS of such claim in writing within thirty (30) day after its receipt of the microfilm/imaging materials. The foregoing warranty is exclusive and in lieu of all other warranties whether express or implied.

FIS ASSUMES NO LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY TYPE RESULTING FROM FIS'S PERFORMANCE HEREUNDER. THE AFORESAID REMEDY OF THE CUSTOMER IS EXCLUSIVE AND THE PROVISION SHALL APPLY TO ANY AND ALL CLAIMS OR SUITS BROUGHT AGAINST FIS BY THE CUSTOMER.

2. CHARGE FOR SERVICES:

FIS may vary the prices set forth in this Agreement to reflect increases in its labor and material costs. All price increases are effective thirty (30) days after written notice by FIS to the CUSTOMER. INVOICES ARE DUE AND PAYABLE UPON RECEIPT UNLESS OTHERWISE NOTED ON THE INVOICE.

3. TAXES:

All federal, state, county or other excise, sales or use taxes will be paid by the CUSTOMER.

4. CONFIDENTIALITY:

FIS agrees to exercise caution and discretion in safeguarding CUSTOMER's information and data which are confidential and are clearly so designated. FIS shall be liable to CUSTOMER only in the event of a willful and material disclosure of such information or data.

5. BINDING EFFECT:

The Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement, and their respective successors and assigns. In the event that substantially all of the assets of the CUSTOMER are sold to another company or the CUSTOMER is consolidated or merged with another company, CUSTOMER agrees that this Agreement shall be assigned to and be binding upon such other company. Further, if the document management operations of CUSTOMER are transferred to a different location, this Agreement shall remain in effect if FIS is able to provide the same services at such location as are provided hereunder. The CUSTOMER shall give FIS sixty (60) days written notice of its intent to transfer its operations elsewhere. FIS shall then have thirty (30) day s to inform CUSTOMER as to whether it is able to continue providing services at the new location.

6. TIME OF ESSENCE:

Time is of the essence with respect to each and every term and provision of this Agreement.

7. GOVERNING LAWS:

The validity, construction, and effect of this Agreement shall be governed by the law of the state within which the services are to be provided.

8. DEFAULT:

If either party is in default under this Agreement and such default continues for thirty (30) days after written notice thereof by the other party, this Agreement may thereupon be terminated by such other party. In case suit is brought by either party due to such default, the prevailing party in the litigation shall be entitled to recover against the other party a reasonable attorney's fee to be fixed by the court.

9. EXCLUSIVE AGREEMENT:

CUSTOMER and FIS agree to be bound by the terms of this Agreement and further agree that it is the complete and exclusive statement of the agreement between the parties, which supersedes all agreements, proposals, oral or written, and other communications between the parties relating to the subject matter of this Agreement. No amendment or modification to the Agreement and no waiver of any provision shall be valid unless in writing and signed by both parties hereto. If CUSTOMER issues a purchase order or memorandum or other instrument covering the services provided herein, such purchase order, memorandum or other instrument shall be for CUSTOMER's internal purposed only, and any and all terms and conditions contained therein, whether printed or written, shall not vary or add to the terms and conditions of this Agreement.