

VEND SYSTEM SERVICE AGREEMENT

This **Agreement** is between **PINNACLE DOCUMENT SYSTEMS**, located at 470 Boulder Court, Suite 100, Pleasanton, CA 94566, hereinafter referred to as **VENDOR**, and **COLLEGE OF ALAMEDA, LIBRARY**, located at 555 Atlantic Avenue, Alameda, CA 94501, hereinafter referred to as **CUSTOMER**. This **Agreement** will be in effect for a sixty (60) month period effective January 1, 2007. This **Agreement** will continue on a month-to-month basis unless canceled by written notice from either party submitted sixty (60) days prior to the anniversary date of this **Agreement** or any renewal periods.

It is the desire of the parties hereto to enter into an **Agreement** whereby **VENDOR** will provide management of and service for the public-use equipment owned by **VENDOR**. This **Agreement** will supersede any other **Agreements** between the parties in force at this time.

In consideration of the promises and mutual covenants hereinafter contained, the parties hereby agree as follows:

1. **VENDOR** will manage, service and maintain equipment as shown in Exhibit I.
2. **VENDOR** will provide all paper, toner, parts and service for the equipment as listed in Exhibit I, unless noted below, at no cost to **CUSTOMER**.
3. **VENDOR** agrees to check all equipment monthly to ensure that supplies are at adequate levels and that the quality of copy is acceptable. **CUSTOMER** agrees to notify **VENDOR** by telephone whenever a machine is inoperative. **CUSTOMER** agrees to allow **VENDOR** unrestricted access to copier for service calls, supply deliveries, and currency removal during normal business hours.
4. **VENDOR** will provide, at no cost to the **CUSTOMER**, emergency service on a maximum four-hour turn around time, Monday through Sunday
5. **VENDOR** agrees to service and maintain equipment in good operating condition.
6. **CUSTOMER** agrees to load paper and toner, as necessary, and to remove minor paper jams. **VENDOR** agrees to reimburse **CUSTOMER** for any refunds made to equipment users.
7. **VENDOR** will remove all coin and currency from machines and provide a quarterly activity report. **VENDOR** will provide said activity report by the 30th day following the end of any quarterly period.

8. **VENDOR** will provide staff use cards or keys as needed for the purpose of making office copies and prints on public use equipment. **CUSTOMER** agrees to pay \$.05 per copy for any office copies and prints made on public use equipment.
9. Cash vend price will be \$.15 per 8.5 x 11 inch copy or 8.5 x 14 inch copies. Vend price will not be changed without the written consent of **CUSTOMER**.
10. **VENDOR** agrees to pay a commission to **CUSTOMER** at the following rate on a quarterly basis. Commissions will be calculated and paid quarterly by the 30th day after the end of any quarter. **CUSTOMER** may at any time audit **VENDOR'S** records and procedures for accuracy.

Copies 0-20,000 per quarter	5% of Revenue
Copies 20,001 up per quarter	20% of Revenue

Commission revenues will be gross revenues less applicable State Sales Taxes.
11. **VENDOR** will provide a annual operations review. **VENDOR** shall visit **CUSTOMER** annually, to review service, equipment, technology, and additional needs.
12. **VENDOR** shall retain ownership of all its supplies, and revenue collected from equipment.
13. **VENDOR** assumes complete responsibility for its property in case of fire, theft, vandalism, or any other damage. **VENDOR** agrees to furnish evidence of insurance as follows:

Bodily and Personal Injury	\$500,000 each person
	\$500,000 each occurrence
Property Damage	\$500,000 each occurrence
Product Damage	\$500,000 each occurrence
14. Should either party to this **Agreement** be considered "in default" under this **Agreement**, the other party, in writing, shall notify the party considered to be "in default", of the specific area(s) in which they are "in default". The offending party shall have thirty (30) days to correct said default. Should the default not be corrected within the thirty (30) day period, the other party may cancel this **Agreement** by delivering to the offending party, in writing, a sixty (60) day notice of cancellation.

In the event of one party's notification, by the other party, to correct a performance failure, the notifying party shall have sixty (60) days from the delivery of the original notice to monitor the offending party's performance and to issue the written notice of cancellation.

The failure to perform shall be deemed to have been cured if the written notice of cancellation is not received within said sixty (60) day period.

15. The services, equipment, personnel, operating hours prices and commissions described in this **Agreement** are subject to modification by either Party upon discussion with and approval of both Parties. The Parties shall negotiate modification in good faith.

Any written notices between the parties should be sent registered mail to the following address:

Lawrence N. Court

PINNACLE DOCUMENT SYSTEMS
 470 Boulder Court, Suite 100
 Pleasanton, CA 94566

Lawrence N. Court

 Authorized Signature
Lawrence N. Court 1/8/07

 Name (Print)/Title Date
 Director of Vend Services

David H. Sparks

Dr. Jannett Jackson
COLLEGE OF ALAMEDA, LIBRARY
 555 Atlantic Avenue
 Alameda, CA 94501

Jannett N. Jackson

 Authorized Signature
Jannett N. Jackson, V.P. of Instruction 12/21/06

 Name (Print)/Title Date
David H. Sparks

 Authorized Signature
 DAVID HATFIELD SPARKS 12/21/06

 Name (Print)/Title Date

EXHIBIT I - EQUIPMENT

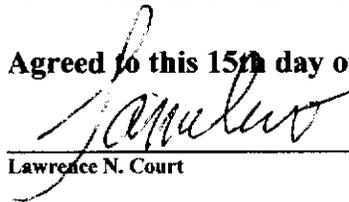
<u>Quantity</u>	<u>Description</u>	<u>Location</u>
VENDOR owned equipment to be managed, serviced and maintained by VENDOR:		
2	Sharp AR237 copiers with security cabinets	Library
2	ITRVS2001 Coin and Bill Vend Stations	Library
2	Binder Minder Book Saver Platens	Library

**AMENDMENT #1
TO
VEND SYSTEM SERVICE AND INSTALLATION AGREEMENT
DATED 12/21/06**

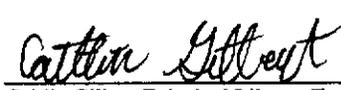
The above **Agreement** between **PINNACLE DOCUMENT SYSTEMS** and **COLLEGE OF ALAMEDA, LIBRARY** is hereby amended as follows:

1. **VENDOR** has changed is legal name to **PINNACLE VEND SYSTEMS, INC.**
2. **VENDOR** will provide one (1) additional Sharp Vending Copier by July 1, 2010.
3. The new expiration date of this **Agreement**, as amended, shall be June 30, 2013.
4. All other terms and conditions of the original **Agreement** shall remain the same.

Agreed to this 15th day of June, 2010 by:


Lawrence N. Court

6/15/10
President


Caitlin Gilbert/Principal Library Technician

6/19/2010
Date