

PURCHASE AND SALE AGREEMENT

This Agreement is entered into as of December 9, 2005 (the "Effective Date") by and between Epson America, Inc. ("Epson") and the Colorado Educational Purchasing Council ("CEPC").

Recitals

Epson sells computer related products. CEPC desires to facilitate purchases, by its member school districts, of certain of Epson's products from time to time, for the districts' own use and not for resale. Notwithstanding any references in this Agreement to CEPC as a purchaser of products, the parties are entering into this Agreement with the understanding that the CEPC member districts, and not CEPC, will actually place orders under this Agreement.

The main part of this Agreement addresses the general terms that will apply; the attachments address the additional terms that apply particularly to the Program.

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Agreement

1. **PRODUCT SALES.** Epson will sell to CEPC, and CEPC will purchase, the Products ordered by CEPC pursuant to the terms of this Agreement. "Products" means the Epson-branded products that Epson makes available to CEPC for purchase from time to time.
2. **PURCHASE ORDERS.** All orders shall be made or confirmed in writing and are subject to acceptance by Epson. CEPC may cancel or modify any order, without penalty, by notifying Epson in writing, provided that Epson receives such notice one full business day (twenty-four hours) prior to a scheduled shipment, or Epson confirms, in writing, that the order is canceled or modified.
3. **PRICES AND PAYMENT.** Prices are the Epson prices in effect at the time CEPC's order is accepted by Epson. If there is no formal order acceptance, the price is the one in effect at the time of shipment. CEPC understands that prices are subject to change on notice. Payment shall be on the terms approved by Epson's Credit Department. There shall be no deductions from invoice without prior written authorization by Epson.
4. **SHIPPING.** Title and risk of loss shall pass to CEPC FOB destination. Epson will use commercially reasonable efforts to meet CEPC's requested shipment dates. However, dates are subject to change due to production or other delays. In an allocation situation, Epson will allocate distribution of the Products among its customers in a commercially reasonable manner.
5. **LIMITED WARRANTY AND REMEDY.** The only warranty extended to CEPC is that stated in Epson's standard limited warranty statement that accompanies each Product. The exclusive remedy for breach of the limited warranty is the remedy stated in the warranty statement. EXCEPT AS SET FORTH IN THIS SECTION, EPSON GIVES NO WARRANTY, EXPRESSED OR IMPLIED. EPSON SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
6. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF THAT PARTY IS INFORMED OF THEIR POSSIBILITY.

7. **TERM AND TERMINATION.** This Agreement is effective from the Effective Date until terminated. Either party may terminate this Agreement at any time, without cause, on 30 days' notice to the other.
8. **OTHER TERMS.**
- 8.1 **No Assignment.** Neither party may assign its rights or delegate its duties without the prior written consent of the other party, such consent not to be withheld unreasonably. Any unauthorized assignment of this Agreement is void.
- 8.2 **No Joint Venture, etc.** Nothing in this Agreement will be construed as creating a joint venture, partnership or similar relationship between the parties. Neither party has the right, power or authority to create any obligation or duty on behalf of the other.
- 8.3 **Confidential Information.** During the course of performance of this Agreement, either party may disclose certain of its confidential, proprietary information (the "Confidential Information") to the other. Each party shall exercise at least the same standard of care to prevent the disclosure of the other's Confidential Information as it exercises to prevent the disclosure of its own proprietary information. Each agrees not to use the other's Confidential Information to benefit itself or another, except to fulfill its obligations hereunder. Confidential information does not include information which: (a) was in the recipient's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the recipient; (c) is rightfully received by the recipient from a third party without a duty of confidentiality; (d) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; or (e) is required to be disclosed by any judicial or governmental requirement or order. The obligations in this section shall survive for one (1) year after expiration or termination of this Agreement.
- 8.4 **Entire Agreement; Amendments.** The entire agreement between the parties is incorporated in this Agreement (including any addenda or attachments), which supersedes all prior discussions and agreements. There are no representations, agreements or understandings, expressed or implied, affecting this Agreement which are not expressly set forth herein. This Agreement may only be modified by a written agreement signed by both parties. This Agreement shall not be supplemented or modified by any course of dealing or trade usage, or any inconsistent terms in any purchase orders.
- 8.5 **Governing Law and Dispute Resolution.** This Agreement shall be interpreted under the laws of the State of Colorado, and any dispute heard in the courts of that state.
- 8.6 **Notices and Communications.** All notices required or permitted to be given in this Agreement shall be in writing and shall be delivered personally, or sent by facsimile or by certified mail, to the address for the recipient set forth below, or at such other address as the recipient may hereafter designate by notice in the manner provided in this section. Notice shall be effective, if personally delivered, upon delivery; if sent by facsimile, upon sending; and if sent by certified mail, on the fifth (5th) business day after sending.
- 8.7 **Force Majeure.** If a party's performance under this Agreement is prevented or inhibited by reason of fire or other casualty, strikes, interruption of supply, riot, storms, explosions, acts of God, war, or a similar occurrence or condition beyond the party's reasonable control, that party may be excused from performance during the time of that occurrence or condition.
- 8.8 **Severability.** If any term in this Agreement is found to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

8.9 **Waiver.** An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

8.10 **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

The parties executing this Agreement warrant that they have the requisite authority to do so.

EPSON AMERICA, INC.

By: [Signature]
Name: Jim Mansueti
Title: VP SALES
Date: 12/16/05

CEPC

By: [Signature]
Name: JEFFREY R. COPLAND
Title: CEPC-CHAIR
Date: DEC. 13, 2005

Address for Notices:

Epson America, Inc.
3840 Kilroy Airport Way
Long Beach, CA 90806

Attention: Sales Operations, MS 4-8
Fax: 562-290-4323

Cherry Creek School District
4350 S. PITKIN ST.
AURORA, CO 80015
Attention: Jeff Copland
Fax: 720-886-5813 or 5809

**Attachment 1 to Purchase and Sale Agreement
National Account Program – Video Projectors**

Education Partner

This Attachment is part of the Purchase and Sale Agreement between the parties (the "Main Agreement"). In the case of conflict, the provisions in this Attachment apply over the provisions of the Main Agreement.

1. **National Account Program.** Epson has determined that CEPC is eligible to purchase as an educational institution under the Epson National Account Program (the "Program"). Under the Program, Epson generally sells Product direct to the buyer at special pricing. The buyer's account may be serviced by a designated reseller(s), who will be paid a commission by Epson. Alternatively, the buyer may elect to purchase from a designated reseller, rather than direct from Epson. In this Agreement, CEPC has elected to purchase from the reseller(s) designated in Attachment 1-A (each, a "Reseller"). Accordingly, sections 1 through 4 of the Main Agreement do not apply.
2. **Education Partner.** As an educational institution, CEPC will be an "Education Partner" in the Program. The annual purchase volume required for an Education Partner is \$150,000 or more. CEPC estimates in good faith that the combined annual purchase volume of its member districts will be at least this amount. In this Agreement, annual purchase volumes are calculated by totaling net purchases in successive one-year periods. The first one-year period starts on the Effective Date, the second one-year period starts on the first anniversary of that date, and so on.
3. **Products.** Products covered under the Program are the Epson video projectors and accessories set forth on the product/price sheets for the Program provided by Epson to CEPC from time to time.
4. **Prices.** Epson will require Reseller to sell Products to CEPC at no higher than the special pricing that would be available to CEPC from Epson if CEPC were purchasing direct from Epson. That special pricing is the Education Partner pricing stated in the product/price sheets from time to time.
5. **Shipping.** Epson will drop-ship orders. There is no minimum order, and no charge for freight.
6. **Inability to Reach Required Volume.** If CEPC does not reach the required volume in any year, or if during the year Epson determines that the level is not likely to be reached, then Epson may in its discretion terminate the eligibility of CEPC and/or districts under the Program.
7. **Designated Reseller.** If a designated reseller is not adequately servicing the account, either party may propose dropping the reseller and/or adding another reseller or resellers, subject to the approval of the other party. The proposing party must provide a written statement of the reasons for the action, and any proposed new reseller must provide the parties with an acceptable business plan showing its ability to service the account. In all cases, designation of a reseller under this Agreement is subject to Epson's prior written approval.
8. **Warranty and Support.** The warranty terms stated in the Main Agreement apply, except that the warranty period is extended to three years. CEPC is eligible for Epson's PrivateLine technical support and Extra Care Road Service.
9. **Other Program Benefits.** CEPC is eligible for other benefits of the Program. These currently include:
 - Trade-in program
 - Dedicated Epson Account Manager

- **Previews of new Technology and Products**

10. **Purchases by Member Districts.** Attachment 1-B is a list of CEPC member school districts which may purchase from designated resellers under this Agreement. Attachment 1-B may be revised from time to time by agreement of CEPC and Epson. Purchases by districts made under this section will count toward attainment of CEPC's annual purchase commitment.
11. **Program Modification and Termination.** Epson reserves the right to change the Program or terminate it at any time, on notice.
12. **Fees.** CEPC agrees that Reseller, and not Epson, will be responsible to pay any fees imposed by CEPC in connection with CEPC's purchasing.

Attachment 1-A
Designated Reseller(s)

CCS Presentation Systems
899 Bryant St, Suite 100
Denver, CO 80204
(303)894-3323
Key Contact: Scot Bestick
sbestick@ccsprojects.com

CounterTrade Products
7585 W 66th Ave
Arvada, CO 80003
(303)424-8710
Key Contact: Otavia Rhone
orhone@countertrade.com

Attachment 1-B

CEPC Member School Districts

- Academy School District #20
- Adams 12 Five Star School District
- Adams County School District 50
- Adams County School District 14
- Adams County School District 1
- Aurora Public Schools
- Boulder Valley School District RE-2
- Brighton District 27J
- Cherry Creek School District #5
- Colorado Springs District 11
- Denver Public Schools
- Douglas County School District RE-1
- Gilpin County School District
- Jefferson County School District R1
- Littleton Public Schools
- Poudre School District R-1
- Sheridan School District 2
- St Vrain Valley RE-1J
- Thompson School District R2J
- Weld County School District 6