

TOSHIBA

BUSINESS SOLUTIONS

AIMS MAINTENANCE CONTRACT

MA-1.0.0

SALES PACKET NUMBER

DATE

Sales Representative: CHRISTOPHER YANES

4/5/2019

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION

Customer Name:	WEBB COUNTY, TX	Bill to Number:	
Billing Address:	1110 WASHINGTON STREET, SUITE 203	Phone #:	(956) 523-4190 Ext.
Address 2:		Contact:	ACCTS PAYABLE
City:	LAREDO	State:	TX Zip: 78040
		email:	apinvoices@webbcountytexas.gov

INVOICE / METER COLLECTION INFORMATION

Meter Collection:	Meters Online	Electronic Invoicing:	Yes	Invoice Location:	Customer Address	Term:	24 Months
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SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
TOSHIBA E-STUDIO 455	Black	0	Prints	\$ 82.50	Quarterly	0.0088	Quarterly
ID#40336 - S/N: CQE025415							
RENEWAL							
CONTACT: ELVIRA JUAREZ							
956-523-4840							
LOCATED AT:							
WEBB COUNTY JP PCT 4							
8501 SAN DARIO							
LAREDO, TEXAS 78045							
TERM: 10/1/2018 - 9/30/2020. 30 DAY							
CANCELLATION BY EITHER PARTY.							

DECLINATION

Customer is declining maintenance on the equipment listed above.

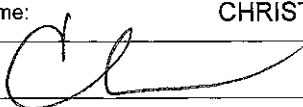
Printed Name: _____ Signature: _____

Title: _____ Date: _____

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer:	WEBB COUNTY, TEXAS	Toshiba Business Solutions		
Printed Name:	TANO E. TIJERINA	Printed Name:	CHRISTOPHER YANES	
Signature:		Signature:		
Title:	WEBB COUNTY JUDGE	Date:	Title:	GOVERNMENT SALES
			Effective Date:	10/1/2018

**Addendum
To
Maintenance Agreement Between
Toshiba Business of Texas and Webb County
For Webb County**

An Agreement made on this the _____ day of _____, 2019.

BETWEEN:

Webb County ("Customer")
1000 Houston Street
Laredo, Texas 78040

AND

Service Provider:
Toshiba Business Solutions ("Service Provider")
14607 San Pedro Avenue, Suite 120
San Antonio, Texas 78232

Now therefore, the parties agree to modify, delete and/or include the following Terms and Conditions in the above referenced "Maintenance Agreement." The following provisions and covenants supersede prior negotiations, representations or agreements, either written or oral, and where there is a conflict between provisions of this addendum and the provisions set forth in the Standard Form "Maintenance Agreement" (2 pages) between Webb County, Texas and Toshiba Business Solutions of Texas, or any other Contract Documents, the provisions set forth herein shall supersede and have full force and effect and become a part of the above referenced contract for all intent and purpose.

**MAINTENANCE AGREEMENT
TERM AND CONDITIONS PROVISIONS**

1. Paragraph number eight (8) of the Terms and Conditions entitled "Taxes" is deleted in its entirety and replaced with:

"Service Provider and Customer agree that Webb County is a corporate and political body under the laws of the State of Texas and Webb County claims exemption from sales and use taxes under Taxes Tax Code Ann. § 151.309, as Amended. Webb County shall provide to Service Provider Exemption Certificates, upon request."

2. Paragraph number twelve (12) of the Terms and Conditions entitled "Indemnity and Disclaimer" is deleted in its entirety and replaced with: