

TOSHIBA

BUSINESS SOLUTIONS

AIMS MAINTENANCE CONTRACT

MA-1.0.0

SALES PACKET NUMBER

DATE

Sales Representative: CHRISTOPHER YANES

3/26/2018

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.	Fax #:
Address 2:	Contact: ACCTS PAYABLE	Customer PO #:
City: LAREDO State: TX Zip: 78040	email: apinvoices@webbcountytx.gov	

INVOICE / METER COLLECTION INFORMATION

Meter Collection: Meters Online	Electronic Invoicing: Yes	Invoice Location: Customer Address	Term: 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 3555C	Black	14,400	Prints	\$ 775.00	Annually	0.0073	Annually
ID#39009 - S/N: CRB818398	Color	15,600	Prints		Annually	0.0427	Annually
RENEWAL	Scans	UNLIMITED					
LOCATED AT:							
WEBB CO COMMISSIONERS COURT ADMIN							
1000 HOUSTON STREET, 2ND FLOOR							
LAREDO, TEXAS 78040							
TERM: 1/8/2018 - 9/30/2020. 30 DAY							
CANCELLATION BY EITHER PARTY.							
PRO-RATE 4/1/2018 - 9/30/2018							

DECLINATION

Customer is declining maintenance on the equipment listed above.


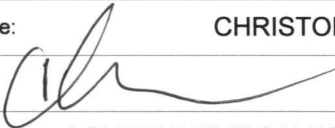
Printed Name: _____ Signature: _____

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: 3/26/2018

TERMS AND CONDITIONS (CONTINUED)

1. **ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.
2. **Term.** This Contract will remain in force for months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
3. **SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.
- The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.
- If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.
- In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.
4. **NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.
5. **INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.
- If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.
6. **USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.
- TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.
- Upon the first Renewal Date and each subsequent Renewal Date thereafter, TBS reserves the right to increase the Minimum Payment and/or Excess Unit Charge by the greater of either (i) fifteen (15%) percent or (ii) the then-current cost per unit for that model.
7. **CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.
- All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.
8. **TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.
9. **INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.
- If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.
10. **KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.
11. **EXCLUSIONS.** Service under this Contract does not include:
- (a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:
- (b) Service of equipment if moved outside of TBS's designated service area;
- (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;
- (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;
- (e) Painting or refinishing of the equipment;
- (f) Making specification changes;
- (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;
- (h) Performing key operator functions as described in the operator manual;
- (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;
- (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;
- (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.
- (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.
- (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
12. **INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.
- IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."**
13. **GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.
- Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.
- The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.
- This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.
- TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.
- TBS is not responsible for failure to render service due to causes beyond its control.
- This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

ESTUDIO3555C/SC7JD16869

Equipment Name	ESTUDIO3555C/SC7JD16869	Record Type	TBS Equipment
Account	WEBB COUNTY COMMISSIONER-LAREDO-211190	Machine ID #	44978
Equipment Model	ESTUDIO3555C	Serial Number	SC7JD16869
Model Description	35 PPM COLOR MFP	Service Dealer/Sub Name	TXNM
Competitive Equipment	No	Date of Removal	
Installation Date	12/8/2014	Equipment Location	EXECUTIVE ADMINISTRATOR
Equipment Make		sublink	TXNM
Last Activity Date	1/2/2018	Sales Contact Name	
Tesseract EQ Ref5/Ref1			
Service Tech Name	HECTOR CANO		

Lease Information (Note: Available information varies by leasing company)

Leasing Company	DLL	Lease Payment Amount	\$223.59
Lease Agreement #	25319186	Original Cost	\$8.00
Lease Funding Date	1/7/2015	Outstanding Balance	\$0.00
Lease End Date	1/6/2018	Trade Up to Return Amount	
Lease Term	36	Trade Up to Keep Amount	\$0.00
End of Lease Option		Leasing Company Asset Identifier	SC7JD16869/25319186
Remaining Payments	0	Leasing Company Last Update	2/26/2018
Lease Contract Type	Evergreen	Date Last Payment Received	
Contract Signer's Name		Average Days to Pay	0

Maintenance Contract Information

Base Payment Amount - B&W	\$0.00	Base Payment Amount - Color	\$0.00
Pages Included in Base Amount - B&W	0	Pages Included in Base Amount - Color	0
B&W Overage/CPC Rate per Page	0.00730	Color Overage/CPC Rate Per Page	0.04270
Scan Charge per Page		Billing Frequency	Quarterly
Contract Start Date	12/11/2014	Contract End Date	12/12/2017
Last Invoice Number	14198273	Last Invoice Date	12/11/2017
Last Invoice Amount		Next Invoice Date	3/11/2018
Contract Type	4AIH	Contract Description	MTR - LPDT - QTR USAGE
Contract Number - B&W	211190-001B	Revision Date	
Contract Number - Color	211190-001C	Serialized Status Code	NONE
AMR Source	rmagana@webbcountytx.gov	Remarks	

Average Monthly Volumes (Over the last 13 Months)

Mono Billing AMU	1,007	Service/Total Counter AMU	330
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12,084 / yr

Color Billing AMU 1,218

14,616 / yr

Current Meter Reads and Dates

Current Mono Billing Meter	29,560	Current Mono Billing Meter Date	3/14/2018
Mono Min Meter	17,174	Mono Min Meter Date	3/10/2017
Current Color Billing Meter	26,236	Current Color Billing Meter Date	3/14/2018
Color Min Meter	11,383	Color Min Meter Date	3/13/2017
Current Service/Total Counter Meter	34,279	Current Service/Total Counter Meter Date	8/4/2017
Service Min Meter	34,257	Service Min Meter Date	8/2/2017

System Information

Equipment Owner	Christopher Yanes	Last Modified By	TABS Touchpoint, 3/15/2018 2:40 AM
Created By	TABS Touchpoint, 12/15/2014 11:58 PM	Import Source	
6MonAlert	7/10/2017	Reglink	Western
12MonAlert	1/11/2017		
18MonAlert	7/15/2016		

Service History

8005406

Completed Date **8/4/2017 2:00 AM**
 Call Type **INOPERATIVE**
 Problem Reported **F101 CODE WANTS ETA CALL**
 Fault Discovered **ELECTRICAL/ELECTRONIC**
 Meter Reading - B&W/Total **34,279**

7456242

Completed Date **10/6/2016 11:35 AM**
 Call Type **CREDIT HOLD - RELEASED**
 Problem Reported **MAKING LITE CPZ/ LOUD NOISE-NOT RECOGNIZING 2 TRAYS..**
 Fault Discovered **COVER/CABINET/FRAME**
 Meter Reading - B&W/Total **13,296**

6192061

Completed Date **1/8/2015 5:35 PM**
 Call Type **ON-SITE INST**
 Problem Reported **1ST FLOOR/ LEROY METFORD/ CONNECT MACHINE TO NETWORK/ COMMISSIONERS EXECUTIVE ADMINISTRATOR**
 Fault Discovered **SOLUTION INSTALLATION**
 Meter Reading - B&W/Total **10**

Equipment History

2/26/2018 5:54 PM

User **TABS Touchpoint**
 Connection
 Action **Changed Leasing Company Last Update from 2/12/2018 to 2/26/2018.**


2/12/2018 3:28 PM

User **TABS Touchpoint**
 Connection
 Action **Changed Leasing Company Last Update from 1/22/2018 to 2/12/2018.**

1/22/2018 1:08 PM

User **TABS Touchpoint**
 Connection
 Action **Changed Leasing Company Last Update from 1/8/2018 to 1/22/2018.**

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Alexandra Colessides-Solis

Webb County Civil Legal Division Director

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On March 26, 2018 ; Item No. 6f .