TOSHIBA BUSINESS SOLUTIONS

AIMS MAINTENANCE CONTRACT

MA-1.0.0

SALES PACKET NUMBER	DATE
	3/26/2018

CHRISTOPHER YANES Sales Representative:

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 Integration Support.	on page two of the	contract. A Conn	ectivity & Sec	curity Options Agre	ement must de ai	itached and ex	ecuted for inetwor
CUSTOMER INFORMATION							
Customer Name: WEBB COUNTY, 1			Bill to Number	:			
Billing Address: 1110 WASHINGTO	ON STREET, SU	JITE 203	Phone #:	(956) 523-	-4190 Ext.	Fax #:	
Address 2:		-	Contact:	ACCT	S PAYABLE	Customer PO #	‡ :
City: LAREDO	State: TX	Zip: 78040	email:		apinvoices@v	vebbcounty	x.gov
INVOICE / METER COLLECTION	INFORMATION		الصيف				
Meter Collection: Meters Online		Invoicing: Yes	Invoi	ce Location: Cu	ustomer Address	Term:	Months
SEE ATTA	CHED MAINTE	NANCE CONT	RACT SCI	HEDULE FOR	DEVICE DET/	AILS	
TRANSACTION TERMS (Consoli							
in the commence	÷	includão.	Limite	Minimum	Payment'	Excess Per	Excess Billing Frequency
Pool Description	Type '	includes:	Units Prints	Payment :	Frequency	Unit Charge 0.006	Quarterly
TOSHIBA E-STUDIO 6570CT	Black	0		-	 	0.006	Quarterly
ID#44918 - S/N: CSFD12562	Color	0	Prints	<u> </u>	 	0.0323	Quarterry
LOCATION: RISK MANAGEMENT	 -		+	·		+	<u> </u>
TOSHIBA E-STUDIO 3055C	Black	0	Prints	-		\$0.00730	Quarterly
ID#44952 - S/N: C7HD78639	Color	0	Prints			\$0.04580	Quarterly
LOCATION: VETERANS							
TOSHIBA E-STUDIO 357	Black	0	Prints		 	\$0,00730	Quarterly
ID# 44953 - S/N: CEHD28503	Diack		Littue	_	 	ψο.νο. σ.	
LOCATION: LARGA VISTA COMMUNITY	+	 	+ + +	 	+	+	
EDOMINICE BUILDING	-	<u> </u>	 			 	
							
	<u></u>				<u></u>	<u> </u>	
DECLINATION							
Customer is declining maintenance on	the equipment listed ab	ove.					
Printed Name:				Signature:			
Title:	Date:			Olgridia 5.			
ACCEPTANCE						الكريانية	
THE TERMS AND CONDITIONS HEREOI	F ARE PART OF TH	IIS SERVICE AGE	REEMENT. B	Y'SIGNING THIS	CONTRACT, THE	E CUSTOMER	ACKNOWLEDG
THAT THEY HAVE READ AND UNDERS	TAND THESE TERM	MS.					
Customer agrees to pay the Minimum Pay	ment per transaction	n terms, plus any E	Excess Per U	nit Charges for the	term of this Contr	ract. When thi	s Contract is sign
by Customer and TBS, it shall constitute acknowledge and agree that your electronic	a binding contract c signature below sh	and is non-cance nall constitute an e	elable. I rus nforceable an	Contract will begind original signature	n on the date signed on the date signed and the date of the date o	ned by 150 i	Jelow. You nere
Customer: WEBE	B COUNTY, TEX	AS		Toshib	a Business	Solution	S
Printed Name:	NO E. TUERINA		Printed Nan	ne:	/ CHRISTO	PHER YAN	ES
Signature:	Lini		Signature:				
Title: WEBB COUNTY J	UDBE Date: 5	20 10	Title:	GOVER	NMENT SALES	S Effective D	ate: 3/26/20

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 fess 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.
- (f) 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.

EXECPT 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 falls 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.

roshiba **BUSINESS SOLUTIONS**

AIMS MAINTENANCE CONTRACT

MA-1.0.0

·	
SALES PACKET NUMBER	DATE
	3/26/2018

	•	
Sales Representative:		CHRISTOPHER YANES

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 services listed un- Integration Suppo	listed below in accordance der the Exclusion section	e with the terms and on page two of the	i conditions of this	contract. The	e Maintenance Se	rvices exclude pap eement must be at	er, staples and tached and ex	d all other parts and recuted for Network
CUSTOMER I	NFORMATION							
Customer Name:	WEBB COUNTY,	TX		Bill to Number	•	_		
Billing Address:	1110 WASHINGTO	ON STREET, SU	ITE 203	Phone #:	(956) 523		Fax #:	
Address 2:				Contact:	ACCT	Š PAYABLE	Customer PO #	‡: ,
City:	LAREDO	State: TX	Zip: 78040	email:		apinvoices@v	vebbcounty	x.gov
INVOICE / ME	TER COLLECTION	INFORMATION				4		
Meter Collection:			invoicing: Yes	Invoi	ce Location: Cu	stomer Address	Term:	Months
	SEE ATTA	CHED MAINTEI	NANCE CONT	RACT SCI	HEDULE FOR	DEVICE DETA	AILS	
TRANSACTIO	N TERMS (Consoli						<u> </u>	
			İncludes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
Pool Description TOSHIBA E-STU		' Type Black	O	Prints	, r. ayını ent	1,Tequelicy	0.006	Quarterly
ID#44961 - S/N:		Color	0	Prints			0.0325	Quarterly
LOCATION: PLA				1 11110		<u> </u>		
TOSHIBA E-STU	DIO 857	Black	0	Prints			\$0.00390	Quarterly
ID#47083 - S/N;	CACE20335							<u> </u>
LOCATION: JJAI	EP						ļļ	<u> </u>
		<u> </u>		<u> </u>			00.00000	Our starts
TOSHIBA E-STU		Black	0	Prints		_	\$0.00800	Quarterly
ID#47097 - S/N:		<u> </u>		_			\$0.04150	Quarterly
LOCATION: MEL	DICAL EXAMINER	 		 			+ +	
					:			
			<u> </u>					· · · · · · · · · · · · · · · · · · ·
			<u>. </u>	I.				
DECLINATIO	is declining maintenance on	the equipment listed ab	0.40	;				_
Printed Name:	is deciming maintenance on	tite equipment usted ab						
Title:		Date:		Signature:				
ACCEPTANC	-	, ,					_	
THAT THEY HAV	D CONDITIONS HEREO /E READ AND UNDERS	TAND THESE TERM	1S.					
by Customer and	to pay the Minimum Pay d TBS, it shall constitute dagree that your electroni	a binding contract	and is non-cance	elable. This	Contract will begi	in on the date sig	ract. When thi	s Contráct is signed below. You hereby
Customer: WEBB COUNTY, TEXAS					Toshib	a Business	Solution	S
Printed Name: TANDE. TIJERINA Printed Name:					ne:	CHRISTO	PHER YAN	ES
Signature:	Lin	Since	>	Signature:		1		
Title:	WEBB COUNTY J	UDGE DaG: 5.	29.18	Title:	GOVER	NMENT SALES	Effective D	ate: 3/26/2018

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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.

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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.

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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.

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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.
- (I) 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.

EXECPT 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.

TOSHIBA BUSINESS SOLUTIONS

AIMS MAINTENANCE CONTRACT

MA-1.0.0

SALES PACKET NUMBER	DATE
 	3/26/2018

Toshiba Business Solutions

CHRISTOPHER YANES

Sales Representative: CHRISTOPHER YANES

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

services listed un Integration Suppo	der the Exclusion section ort.	n on page two of the	contract. A Conn	ectivity & Se	curity Options Agr	eement must be a	macned and ex	ecuted for Network
CUSTOMER 1	INFORMATION							-
Customer Name:	WEBB COUNTY,	ΤΧ̈́		Bill to Numbe	r:		•	
Billing Address:	1110 WASHINGT		JITE 203	Phone #:	(956) 523	3-4190 Ext.	Fax #:	
Address 2:	1110 11101111101	<u> </u>		Contact:		SPAYABLE	Customer PO	# :
City:	LAREDO	State: TX	zip: 78040	email:		apinvoices@v	webbcounty	x.gov
		-						
INVOICE / ME	TER COLLECTION							
Meter Collection:	Meters Online	Electronic	Invoicing: Yes	Invo	ice Location: C	ustomer Address	Term:	Months
	SEE ATTA	ACHED MAINTE	NANCE CONT	RACT SC	HEDULE FOR	DEVICE DETA	AILS	
TRANSACTIO	ON TERMS (Conso							-
		·	[-5	Minimum	Payment	Excess Per	Excess Billing
Pool Description		Type	Includes	Units	Payment	Frequency	Unit Charge	Frequency
TOSHIBA E-STU	DIO 457	Black	0	Prints			0.0062	Quarterly
ID#44996 - S/N:				1 11111		 	1	
LOCATION: LAW						1	1 1	
				1			1 1	
TOSHIBA E-STU	DIO 5560CT	Black	0	Prints	<u> </u>		\$0.00675	Quarterly
ID# 44995 - S/N		Color	0	Prints			\$0.03750	Quarterly
LOCATION: COL	URT AT LAW #1						1	
	<u>-</u>				_			
TOSHIBA E-STU	DIO 6570CT	Black	0	Prints			\$0.00600	Quarterly
ID#44994 - S/N:	: CSLD15906	Color	0	Prints			\$0.03250	Quarterly
LOCATION: PUE	BLIC DEFENDER	-						
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05011114710				_		_	_	
DECLINATIO		Abo a suitament listed of						
	r is declining maintenance or	the equipment listed at	Jove.		T			
Printed Name:		Date			Signature:			
Title:		Date	<u> </u>					
ACCEPTANC	E				:			
THE TERMS AN	D CONDITIONS HEREC			REEMENT. F	BY SIGNING THIS	CONTRACT, THE	E CUSTOMER	ACKNOWLEDGE
THAT THEY HAV	VE READ AND UNDERS	STAND THESE TERM	MS.					
Customer agrees	s to pay the Minimum Pa	yment per transactio	n terms, plus any l	Excess Per U	Init Charges for th	e term of this Cont	ract. When thi	s Contract is signe
by Customer and	d TBS, it shall constitut	te a binding contrac	t and is non-cand	elable. This	Contract will beg	in on the date sign	gned by TBS	below. You herel
acknowledge and	d agree that your electron	nic signature below sl	naii constitute an e	niorceable at	na originai signatu	re for all purposes.		

Signature: Signature: WEBB COUNTY JUDGE Date: 5.29.18 Title: GOVERNMENT SALES Effective Date: 3/26/2018

Printed Name:

WEBB COUNTY, TEXAS

Customer:

Printed Name:

- 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 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 (firk, 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 egrees 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 arry 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;
- (f) 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;
- (i) 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.
- (f) 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.

EXECPT 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 duty 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 walve 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.

roshib/ **BUSINESS SOLUTIONS**

AIMS MAINTENANCE CONTRACT

MA-1.0.0

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			SAL	ES PACKET NUMBER	DATE

3/26/2018 CHRISTOPHER YANES Sales Representative:

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

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 SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS TRANSACTION TERMS (Consolidated Minimums Per Pool)	services listed under the Exclusion sect Integration Support.							
Billing Address: 1110 WASHINGTON STREET, SUITE 203								
Printed Name: Printed Name		/ TV		Bill to Number				
Indicess 2: Coltact: ACCTS PAYABLE Customer PO 6:			IITE 203			-4190 Ext	Fay #-	
City: LAREDO State: TX Zip: 78040 email: apinvoices@webbcountytx.gov INVOICE / METER COLLECTION INFORMATION Electronic Invoicing: Yes Invoice Location: Customer Address Term: Months	-	TON OTTILLIT, OU	7112 200	 			-	 !:
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Meter Collection: Meters Online Electronic Invoicing: Yes Invoice Location: Customer Address Term: Months				1		apii.roiooo e ii	obbooding	x.go+
SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS TRANSACTION TERMS (Consolidated Minimums Per Pool) Pool Description Type Includes Units Payment Payment Prequency Unit Charge Frequency ToSHIBA E-STUDIO 4555C Black 0 Prints 0.008 Quarterly ID#47071 - SN: C76E70706 Color 0 Prints 0.0415 LOCATION: BUSINESS OFFICE TOSHIBA E-STUDIO 5570CT Black 0 Prints 5.0.00520 Quarterly ID#47072 - SN: CSFE19893 Color 0 Prints 5.0.00520 Quarterly ID#47073 - SN: CSFE19893 Color 0 Prints 5.0.00520 Quarterly ID#47075 - CSIE2208 Color 0 Prints 5.0.00520 Quarterly ID#47075 - TO165PH103LBY S0.00520 Quarterly ID#47075 - TO165PH103	INVOICE / METER COLLECTION	ON INFORMATION			;			
TRANSACTION TERMS (Consolidated Minimum's Per Pool) Pool Description Type Includes Units Payment Frequency TOSHIBA E-STUDIO 4555C Black O Prints O.008 Quarterly ID#47071 - SN: C76E70706 Color O Prints O.0415 Quarterly ID#47072 - SN: C76E70706 Color O Prints O.0415 Quarterly ID#47072 - SN: C76E70706 Color O Prints S0.00520 Quarterly ID#47072 - SN: CSFE19893 Color O Prints S0.00520 Quarterly ID#47075 - CSIE2208 Color O Prints S0.00520 Quarterly ID#47075 - CSIE2208 Color O Prints S0.00520 Quarterly ID#47076 - TOSHBARK XM3150 Black O Prints S0.00520 Quarterly ID#47094 - 70165PHH06LBV LOCATION: 111TH DISTRICT COURT DECLINATION Customer is declining maintenance on the equipment listed above. Printed Name: Title: Date: ACCEPTANCE THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLED 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 si 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 he 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	Meter Collection: Meters Online	Electronic	Invoicing: Yes	Invoi	ce Location: Cu	ustomer Address	Term:	Months
Pool Description Type Includes Units Minimum Payment Frequency Unit Charge Excess Per Unit Charge (Progress) Unit	SEE AT	TACHED MAINTE	NANCE CONT	RACT SC	HEDULE FOR	DEVICE DETA	ILS	
Pool Description Type Includes Units Payment Frequency Unit Charge Frequency TOSHIBA E-STUDIO 4555C Black O Prints O.008 Quarterly D#47071 - S/N: C7GE70706 Color O Prints O.0415 Quarterly LOCATION: BUSINESS OFFICE TOSHIBA E-STUDIO 6570CT Black O Prints S0.00520 Quarterly ID#47072 - S/N: CSFE19893 Color O Prints S0.00520 Quarterly LOCATION: AUDITORS TOSHIBA E-STUDIO 6570CT Black O Prints S0.00520 Quarterly LOCATION: AUDITORS TOSHIBA E-STUDIO 6570CT Black O Prints S0.00520 Quarterly LOCATION: AUDITORS TOSHIBA E-STUDIO 6570CT Black O Prints S0.00520 Quarterly LEXMARK XM3150 Black O Prints S0.00520 Quarterly LEXMARK XM3150 Black O Prints S0.00520 Quarterly LOCATION: 111TH DISTRICT COURT DECLINATION Customer is declining maintenance on the equipment listed above. Printed Name: Title: Date: Signature: ACCEPTANCE THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLED THAT THEP 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 si 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 he 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: TANDER TIJERINA Printed Name: CHRISTOPHER YANES	TRANSACTION TERMS (Cons	olidated Minimuที่	ns Per Pool)					
TOSHIBA E-STUDIO 4555C Black 0 Prints 0.008 Quarterly ID#470701 - 5/N: C7GE70706 Color 0 Prints 0.0415 Quarterly LOCATION: BUSINESS OFFICE COLOR O Prints 0.0415 Quarterly LOCATION: BUSINESS OFFICE COLOR O Prints 0.0415 Quarterly LOCATION: BUSINESS OFFICE COLOR O Prints 0.00520 Quarterly LOCATION: AUDITORS 0.02950 Quarterly LOCATION: AUDITORS 0.02950 Quarterly LOCATION: AUDITORS 0.02950 Quarterly LOCATION: AUDITORS 0.00520 QUARTERLY 0.	Pool Description	Type	includes	Units	22.10 - 22.1			Excess Billing Frequency
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Customer: WEBB COUNTY, TEXAS Toshiba Business Solutions Printed Name: TANO P. TIJERINA Printed Name: CHRISTOPHER YANES							nea by IBS t	elow. You nereby
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	Signature:			Signature:				
Title: WEBB COUNTY JUDGE Date: 5.29.18 Title: GOVERNMENT SALES Effective Date: 3/26/2	Title: WEBB COUNTY	JUDGE Date:	5.29.18	Title:	GOVER	NMENT SALES	Effective Da	ate: 3/26/2018

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 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 tubrication, 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, Oustomer 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 (1) 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 involced 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 followings

- (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;
- (i) 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.
- (f) 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.

EXECPT 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.

TOSHIBA BUSINESS SOLUTIONS

AIMS MAINTENANCE CONTRACT

MA-1.0.0

		4
SALES PACKET NUMBER	-	DATE
		3/26/2018

Sales Representative:

CHRISTOPHER YANES

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.

services listed ur Integration Suppo	nder the Exclusion section ort.	on page two of the	contract. A Conn	ectivity & Se	curity Options Agre	ement must be att	ached and exe	cuted for Network
CUSTOMER	INFORMATION							
Customer Name:	WEBB COUNTY, 7	X		Bill to Numbe	r:			
Billing Address:	1110 WASHINGTO		JITE 203	Phone #:	(956) 523-	4190 Ext.	Fax #:	
Address 2:		•		Contact:		S PAYABLE	Customer PO #:	
City:	LAREDO	State: TX	Zip: 78040	email:		apinvoices@w	ebbcountytx	.gov
						-		
	TER COLLECTION							
Meter Collection:	Meters Online	Electronic	Invoicing: Yes	Invo	ice Location: Cu	stomer Address	Term:	Months
TRANSACTIO	SEE ATTA ON TERMS (Consoli	CHED MAINTE		RACT SC	HEDULE FOR	DEVICE DETA	ILS	
MANGAOTI	SIT TETRIO (CONSON				NA hailimei i ma	Dei marciet		Evene Dilling
Pool Description		Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
TOSHIBA E-STU	DIO 6570CT	Black	0	Prints	maymon	riequency	0.0052	Quarterly
ID#47099 - S/N		Color	0	Prints			0.0295	Quarterly
LOCATION: CO			 	1 11110				,
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TERM: 6/1/2018	- 9/30/2020							
CANCELLATION	BY EITHER PARTY			1				-
WITH 30 DAY NO	OTICE				i			
	 	<u>. </u>			•			
DECLINATIO								
<u> </u>	r is declining maintenance on t	he equipment listed at	ove.					
Printed Name:		ln .			Signature:			
Title:		Date						
ACCEPTANO	E -							
THE TERMS AN	D CONDITIONS HEREOF			REEMENT. E	Y SIGNING THIS	CONTRACT, THE	CUSTOMER A	CKNOWLEDGES
by Customer an	s to pay the Minimum Payr d TBS, it shall constitute d agree that your electronic	a binding contract	and is non-canc	elable: This	Contract will begin	n on the date sign	act. When this ned by TBS be	Contract is signed slow. You hereby
Customer:	WEBB	COUNTY, TEX	(AS		Toshiba	a Business S	Solutions	 -
Printed Name:	TAI	E. TIJERINA	\	Printed Name: CHRISTOPHER YANES				
Signature:	de-	(iii)		Signature:				
Title:	WEBB COUNTY J	JDGE Date: 5.	29.18	Title:	GOVERN	MENT SALES	Effective Da	te: 3/26/2018

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 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 fubrication, 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 property 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. It 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 (f) 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 involced 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 changes 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) overhauf; 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;
- (i) 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.
- (I) 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.

EXECPT 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 duty 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 falls 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 fegal 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 fast payment.

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 May 29, 2018; item no. 7a.