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COUNTY CLERK, WEBB COUNTY, TEXAS
BY

LEASE WITH MAINTENANCE AGREEMENT

# TOSHIBA BUSINESS SOLUTIONS

# TOSHIBA

FINANCIAL SERVICES

The words you and your, refer to the Services. The Toshiba Equipment is o			A CONTRACTOR OF THE PARTY OF TH	APPLICATION NUM	BER	AGREEMENT NUMBER
obtained from your service provider. V	covered by the terms of the Toshiba Q	uality Commit	ment, a copy of which may be			
right to use it under the terms of this Ag		.,				
CUSTOMER CONTAC					A.	
Legal Company Name: Webb,					ed. Tax ID	#: 74-60015872
Contact Person: Webb Coun			Bill-To Phone: (956) 5		ill-To Fax:	
Billing Address: 1110 WASHING		ESS OFF	ICE City, State - Zip: LARE	DO, TX 78040	)-4470	
Equipment Location: 520 Reyr	nolds		City, State - Zip: Lared	o, Tx 78040		
TBS LOCATION		La rest				
Contact Name: Christopher	Yanes	Location	n:			
EQUIPMENT WITH CON	SOLIDATED MINIMUMS				e de la compa	
ITEM DESCRIPTION			MODEL NO.	SERIAL NO.	-	STARTING METER
Toshiba e-STUDIO6516	6ACT (Used)		ESTUDIO6516ACT	1		
See attached form (Schedule "A") fo	r Additional Equipment  See atta	ached form (B	illing Schedule) for Additional Equi	oment/Payment Schedul	e	
LEASE TERM & PAYMEN	NT SCHEDULE					
Number of Payments: 12	of\$ 340.00 *	Securi	ity Deposit**: \$ 0.00	Receiv	red	*plus applicable taxes
Number of Payments: 12 Payments includes: 3,000				☐ Receiv	Tollie de Sessi	
	of \$ 340.00 *	Excess Im	ages at: \$ 0.00840 *		End-of-Le You will ha	ease Options: ave the following options at the
Payments includes: 3,000	of \$ 340.00 *  B&W Images per Month	Excess Im	ages at: \$ 0.00840	per B&W Image	End-of-Le You will ha end of you Agreement	ease Options:  ave the following options at the roriginal term, provided the thas not terminated early and no
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### TERMS AND CONDITIONS

- Lease Agreement: You agree to lease from us the equipment described under 'ITEM DESCRIPTION' and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified beass Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignees to obtain credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service
- you any your interness continuous are to provide your anomatom, including payment instury, to our assignees or unit panes invalig an economic interest in this Agreement of the Equipment of the Equipment of the Equipment and is not party to any service maintenance agreement.

  Lease Commencement: This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement Payments shall be delivered to our address or to such other address as we may
- amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a take charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).

  Image Charges: Each month during the term of this Agreement, you agree to part to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable images included. We reserve the right to estimate the estimate the number of Images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images used if you do not provide us with meter readings. Not-withstandings within each month, you agree and each great during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess image charge and requested by us. We may charge a fee to recover the cost of meter collections if meters are requested by the submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter reading exide the readings. (d) Allow us (or our agent) access to the Equipment to obtain meter reading exides charges without deductions or withholding deductions. Images made on Equipment was a Customer
- BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.
  Statutory Financo Lease: You agree that this Agreement qualifies as a statutory Financo Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- Securify Interest: You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a securify interest in the Equipment to secure all amounts you owe us under any agreement
- Uses Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from
- Use Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment for the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment to the Equipment of existence, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment for one of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any waranties, so long as you are not in default.

  Software: Except as provided in this paragraph, freferences to 'Equipment' include any software reference above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a 'License Agreement') required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the chligations of you or the software supplier or software licensor under any License agreement. If any items an sisted with the Equipment and denoted as 'Software as a Service)' you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subscription services ('SeaS') with respect to such software/subscription services

- such courts and walve transfer of venue.

  Transition Billing: In order to facilitate an orderly bransition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

  Miscellaneous: This Agreement contains the entire agreement between you and us and us and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a out finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are ensued of any eustomer data and information. You hereby consent to receive denny tax, financial, accounting or legal advice from us, or the manufacturer of the products and services. To HeLP THE GOVERNMENT FIG YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
  25. Maintenance and Supplies Agreement ("MSA") with TBS:
- - Maintenance and Supplies Agreement ("MSA") with TBS: a) TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.

    b) Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, missues (including failure to foliow the manufacturer's published operating manual) abuse, epict, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casually.

    c) If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.

    d) Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing

  - any greater degree of liability.
  - of Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and
  - staples separately.
    f) Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on vields stated abov



# \$1.00 PURCHASE OPTION ADDENDUM

# TOSHIBA

FINANCIAL SERVICES

AGREEMENT NUMBER

Financial Services, as Lessor. The	words "you" and "your" refer to Customer. The the Agreement. This Addendum is specific to the	words "we," "us" and "our" refer to Lessor. This			
The parties wish to amend the above-	-referenced Agreement by adding the following la	anguage:			
Provided no event of default under the Agreement has occurred and is continuing, Customer shall have the following option at the end of the original term: Provided that no event of default under the Agreement has occurred and is continuing, you shall have the option to purchase the Equipment at the end of the original term for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.  By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.					
LESSOR ACCEPTANCE					
Toshiba Financial Services	Signature:	Title:	Date:		
CUSTOMER ACCEPTANC	E	<b>建设设施设施的</b>			
Name: Tano E. Tijerina	Signature: X	Title: Webb County Jud	ge Date:		



# STATE AND LOCAL GOVERNMENT ADDENDUM

# **TOSHIBA**

FINANCIAL SERVICES

AGREEMENT NUMBER

Addendum to Agreement # \_\_\_\_ and any future supplements/schedules thereto, between Webb, County of \_\_\_\_\_, as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

# 1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder: (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement: (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

# 2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

- 3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.
- 4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES. EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services		Webb, County of		
Lessor		Customer		
		X		
Signature	14	Signature		
* 1	= =			
Title	Date	Title		

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

# TOSHIBA BUSINESS SOLUTIONS

Christopher Yanes

Sales Representative:

# **CONNECTIVITY OPTIONS AGREEMENT**

CA-1.0.0

SALES PACKET NUMBER	EFFECTIVE DATE
	01/12/2024

CUSTOMER INFORMATION	and the Statement of th		SERVICE CONTRACT		
Customer Name: Webb, County of	Customer Contact: Web	b County Bu	siness Office		
Billing Address: 1110 WASHINGTON ST STE#203 BUSINESS OFFICE					sustomer PO #:
Address 2:				PM CHW IT	Phone #: (956) 523-4177
City: LAREDO	State: TX Zip: 78040-4470			i wi, Olivy	(900) 020-4111
		eMail: gwalls@webb	countytx.gov		
CONNECTIVITY OPTIONS (Ch	eck All That Apply)				
OPTION A: Network Add	ninistrator Integration and Traini	ng FREE (\$400 VAL	UE) (Remote	)	
Includes basic device configuration, print driver i					published TBS Professional Services
rates. Includes Remote Orientation of an Admin					
additional time required beyond 2 hours will be t					
server, configuration of 6 advanced scanning v					
Templates, and 4 Re-Rite workflows, all delivered					
scanning.			p		
Повтомв			T 5: 1		
leased .	vork Integration - Variable / Addit		Qty	Charge	Unit Description
	figuration - Setup of Network Protocols on Device	ce			Device
Print Driver Insta		***************************************			Workstation
PC Fax Driver In:					Workstation
	PC Fax Driver on same Workstation		-		Workstation
Scan to Copier C     Scan to Network					Scanning Template Scanning Template
	roide) nitial Setup of communication to local SMTP serv	VOT	-		Initial Setup
	Setup per Scanning Template	VEI			Scanning Template
	MTP Server		1		Hour Until Completion
	Setup per Scanning Template				Scanning Template
	uting to Copier Controller		1		Fax Destination
	uting to Network Folder Location		1	~~~~~	Fax Destination
Incoming Fax Rol				Initial Setup	
	a Local SMTP Server				
- Additional	Setup per Destination				Destination
- Off-site Si					Hour Until Completion
	Setup per Destination				Destination
User Code Enforce				10 User Codes	
Copier Configurat	ion Backup and Restore				Backup/Restore Event
		Total Conne			
Note: Any Additional Connectivity Ser					
Connectivity support may be co	mpleted remotely or on-site at the dis	cretion of TBS. Suppor	t covers initial	installation or	ıly.
OLIOTOMER ACCEPTANCE	had a factor and the control of the				
CUSTOMER ACCEPTANCE					
ou hereby acknowledge and agree that your electronic si					
By signing this agreement, the customer acknowledg	es that he/she has read and understood the statem	ent of work and terms and condit			
Print Name: Tano E. Tijerina	Signature: X	-	Title: Webb	County Judg	ge Date:
DECLINATION	AND THE PROPERTY OF THE PARTY O	EFFE OF A STATE OF THE	Processia Service	HAT HAVE BEEN TO	APPROXIMENT CONTRACTOR
	ent of work and that they have decided to decline all as	sistance from TBS regarding the ins	tallation of their conie	r/printer TRS is und	er no obligation and has no liability
concerning any aspect of the installation process.	and then and their hier devided to decille all as	elemine abili i be regularly life illa	minutes of fron cobic	apantos. Too is unu	or no obligation and mas no natify
rint Name:	Signature: X		Title:		Deter
	olynature. A		1.100.		Date:
FRO A COFFEE ANGE					
TBS ACCEPTANCE		STATE OF STATE			<b>以</b> 为2000年第二届新疆的
Print Name:	Signature: X		Title:		Date:

# STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

# CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

### Base Device Configuration includes:

- 1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
- 2. Connect base unit to customer's network via customer supplied/installed cabling.
- 3. Perform color calibration on base unit and RIP device.

### Print Driver Installation Includes:

- 1. Install print drivers onto designated workstations (up to three Option A or as specified in Option B.)
- 2. Confirm print capabilities via standard print driver test page.

### Administrator Training Includes:

- 1. Training on base unit, print driver and RIP software.
- 2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

### **ISTATEMENT OF WORK ASSUMPTIONS**

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

- 1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
- 2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- 3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
- 4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
- 5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
- 6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
- 7. All software being utilized is registered and authentic.
- 8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
- 9. All network addresses, print queue names and printer names, etc. are available upon request.

### **TERMS AND CONDITIONS**

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions - Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions - Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

### **Exclusions:**

- 1. Electrical work external to the equipment.
- 2. Charges to install or improve telephone lines.
- 3. Charges to improve electrical service and/or network lines.
- 4. Network wiring to improve or connect the hardware to a computer or network.
- 5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
- 6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.
- In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or maifunctions make it impractical to continue to service the equipment.
- 7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.
- 8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

# TOSHIB **BUSINESS SOLUTIONS**

# AUTOMATED METER READ PROGRAM OPTIONS

AM-2.0.0

SALES PACKET NUMBER	DATE
	01/12/2024

Sales Representative: Christopher Yanes

CUSTOMER INFO	RMATION	the month of the terms			
Customer Name: Webb, County of			Customer Contact: Webb County Business Office		
Billing Address: 1110 WASHINGTON ST STE#203 BUSINESS OFFICE			Phone #: (956) 523-4090 Ext.	Customer PO #:	
Suite #:			Meter Contact: Guillermo Walls, MA, CPM, CHW	Meter Phone: (956) 523-4177	
City: LAREDO	State: TX	Zip: 78040-4470	Meter Email: gwalls@webbcountytx.gov	7 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
METER COLLEC	TION CHOICES:		CONTRACTOR OF THE PERSON OF THE PARTY OF	CANAL STREET	

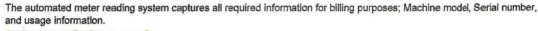


What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?



Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

# 1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

# 2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

### 3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system.

End User collects the meter readings and goes to http://meters.toshiba.com and enters the meters online manually.

All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

### **ELECTRONIC INVOICING CHOICE:**

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

X Yes

Upon receipt of first TFS Lease invoice, email customersupport-04@accountservicing.com or call 1-866-313-3440 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

**Email Attachment Only:** 

Invoice Portal Access:

PDF copy of invoice sent to email listed below

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: aninvoices@webbcountyty gov

	финолого	3.1.02.00		
CUSTOMER ACCEPTANCE:				
Print Name: Tano E. Tijerina	Signature:		Title: Webb County Judge	Date:

ATTEST:

Hon. Margie Ramirez Ibarra

Webb County Clerk

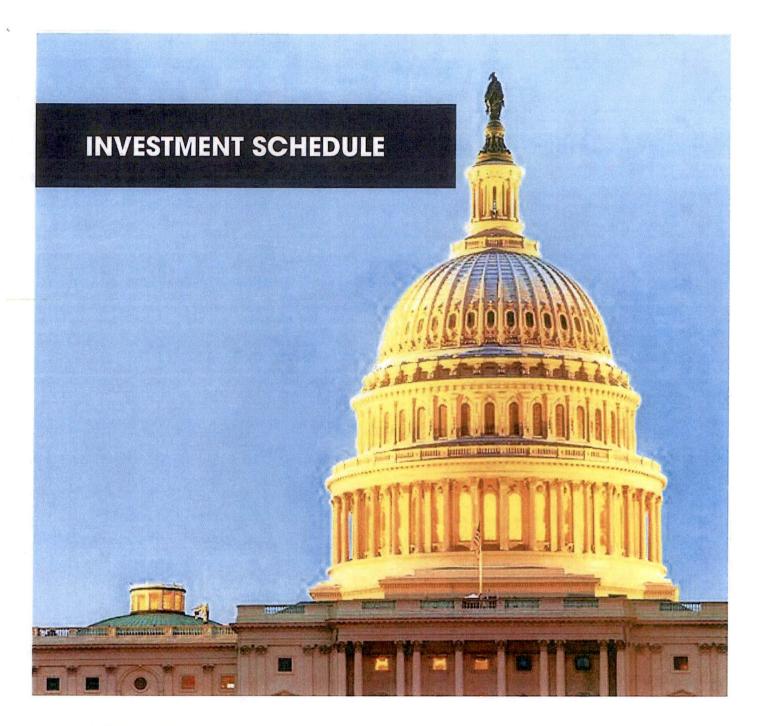
APPROVED AS TO FORM:

Fortunato G. Paredes

**Assistant General Counsel** 

Webb County Civil Legal Division

\*The General Counsel, Civil Legal Division's 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).



PREPARED FOR

# WEBB COUNTY TX - COMMUNTY ACTION AGENCY

January 12, 2024

PREPARED BY Christopher Yanes christopher.yanes@tbs.toshiba.com

**TOSHIBA** 

# **INVESTMENT SCHEDULE**

# WEBB COUNTY TX-LAREDO

# **Proposed Toshiba Solution**

# **Model Details**

- (1) Toshiba e-STUDIO 6516ACT Color MFP (Refurbished System)
  - Included Features: Saddle Stitch Finisher, Hole Punch, Fax Unit, Toshiba Take2 Refurbished Color MFP

# Service Details

Pool Name	Monthly Pages Included	Monthly Overage Per Page \$0.00840	
Mono Pool	3,000		
Color Pool	500	\$0.06340	

# **Total Monthly Investment**

12 Month Lease

\$340.00

Monthly lease with maintenance agreement includes equipment parts, labor, travel, and supplies; excludes paper

# TOSHIBA INNOVATION AT ITS FINEST

The ultra-modern look of the Toshiba
e-STUDIO6516AC houses the latest innovative
technology, like brilliant, multi-beam laser color delivered
at up to 65 pages per minute and monochrome at up to
75 pages per minute. New high-speed, high-capacity
Dual-Scan Document Feeder handles up to 300 sheets at
a time and seamlessly scans both sides of each page in a
single pass at 240 images per minute.

When it comes to seamless workflow and simplified integration the e-STUDIO6516AC represents the finest Toshiba has to offer. A new 10.1" tablet-style touch screen with an embedded web browser is easy to use and customizable to meet your needs. The e-BRIDGE Print & Capture application lets you scan from the MFP back to your mobile device. Multi-Station Print Enabler allows you to retrieve your print job from a series of networked MFPs via simple authentication.





# **FEATURES AT A GLANCE**

- Copy Speed: 65 PPM CLR / 75 PPM B&W
- · Copy Resolution: 600 x 600 dpi
- Print Resolution: 1,200 x 1,200 dpi
- · Scan: 240 IPM Duplex / 120 IPM Simplex
- First Copy Out: 6.4 Sec CLR / 4.5 Sec B&W
- 4-Drawer Paper Capacity: 2,280 Sheets / Max 4,780 Sheets
- Tandem Drawer Paper Capacity: 3,520 Sheets / Max 6,020 Sheets
- · Memory: 4GB
- Reproduction Ratio: 25% to 400%
- · Max Duty Cycle: 540K Month
- 9" Color WVGA Touch Screen Tilting Display

# **POPULAR OPTIONS**

2,500-Sheet Large Capacity Feeder

50-Sheet Staple Finisher

50-Sheet Saddle-Stitch Finisher

Hole Punch Unit

Side Exit Tray

Wireless LAN/Bluetooth Module

Fax Unit / 2nd Line for Fax Unit



At Toshiba, we are focused on helping businesses better control their productivity and profitability by delivering innovative imaging products and content solutions.

# TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. (TABS)

is an independent operating company of Toshiba Corporation, one of the largest integrated electronics and electrical equipment companies in the world with more than 140,000 employees globally and annual sales surpassing \$37 billion. TABS is a leading managed print and content solutions provider with experts that help organizations print smarter, improve workflow and communicate better.

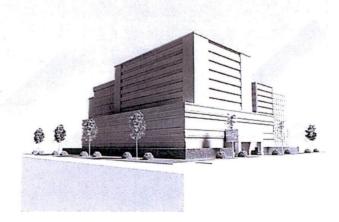
Our current and future commitment is to continue to improve and enhance the functionality and capabilities of our digital imaging products and content solutions. Toshiba invests more than 6% of its annual revenue to Research & Development, and deploys a network of R&D centers around the world. In an average year, Toshiba Corporation is awarded more than 5,000 patents, many of which find their way either directly or indirectly into our multifunction office solutions products.

# **OUR MISSION**

As a technology company, we go way beyond printing. We are a creative and nimble organization that empowers our people to do whatever it takes to help our clients succeed.

# **OUR VISION**

Empowering new and better ways to deliver ideas and information.





# TOSHIBA TAKE2: A NEW LEASE ON COPIER LIFE

Looking for a new-to-you print device, and your business wants to be cost effective? The Toshiba Take2 program can help. Find the perfect refurbished Toshiba Office Collection model for your corporate or home office. Our extensive inspection process takes away the guess work, so you know you are getting a guaranteed product that meets not only your business needs, but your budget.

# WITH TOSHIBA'S COMPREHENSIVE CHECKLIST, PREVIOUSLY LEASED TOSHIBA MFPS CAN HELP MEET YOUR BUSINESS AND BUDGET NEEDS.

Toshiba Take2 means:

- √ Comprehensive Inspection Process
- √ 100% Refurbished by Factory Trained Technicians
- √ Available Inventory
- √ Cost Effective Options
- √ Financing Availability
- √ Total Quality Commitment Guarantee

# ELIGIBLE MODELS HAVE BEEN SELECTED BASED ON:

Service History Actual Usage as Compared to Manufacturer's Duty Cycle Rating Feature & Accessory Options

# TOSHIBA SERVICE



Toshiba is recognized as a service leader, as evidenced by numerous industry awards and an outstanding performance record.

When a Toshiba system needs service clients can rest assured our number one priority to is minimize any inconvenience and downtime. Respond, Respect, Resolve is our team mantra from our client service centers located across the country to our factory-trained certified technicians. We have proven the effectiveness of our service model on thousands of contracts where we provide equipment services and fleet optimization. Toshiba has various levels of service to meet client needs, and with Toshiba's eBridge Cloud Connect tool we can often detect and remotely fix an issue before clients even notice, reducing their burden and increasing uptime.

# Toshiba service includes:

- Client Service Call centers with Toshiba Business Solutions marketplaces to receive calls directly from clients and then dispatch service technician if site visits are required.
- Local service teams within each TBS market.
  - Technicians assigned to territories closest to their homes
  - Professionally trained teams with average tenure of 15 years
- · Call-ahead notification from responding technician so you'll know when to expect us.
- · Local parts warehouses.
  - Individual technician car stock on most popular replacement parts to ensure maximum uptime
  - Direct ship of needed parts to a technician's home
- Preventative Maintenance to ensure systems are always running at optimum levels. This includes identifying
  potential problems and correcting them before they occur.
- Escalation management process that is clearly defined to resolve poor performance issues quickly, efficiently, and to your complete satisfaction.

# TOSHIBA TONER IS AVAILABLE AND MANUFACTURED IN THE USA



With recent toner shortages impacting users across the country, know that our toner is available to you and made right here in Mitchell, SD.

The largest of Toshiba's two global manufacturing plants, it produces more than 1,200 tons of toner annually – that's nearly a million cartridges of black, cyan, yellow, and magenta that make your prints stand out.

The plant in Mitchell focuses on premium levels of quality, environmental sustainability, and occupational health and safety standards within its 25-acre facility. It holds several ISO certifications, and recently celebrated its 35th anniversary.

# DEDICATED TO KEEPING YOUR BUSINESS RUNNING

Our US toner manufacturing plant means you're never far from product availability. And, with Toshiba manufactured toner, you're guaranteed the best product for your device.

# Our toner:

- · Follows strict ISO manufacturing guidelines
- Meets rigorous testing
- Delivers high-quality product for consistent results

From the vibrant colors to beautiful imagery, it takes quality toner to make an impact. And that's what we deliver.



IF YOU'RE INTERESTED IN LEARNING MORE, PLEASE REACH OUT TO YOUR TOSHIBA EXPERT TODAY FOR ALL YOUR NEEDS!