

CUSTOMER			SALES & SERVICE AGREEMENT				BILL TO		
CUSTOMER NAME City of Round Rock			CUSTOMER NAME CITY OF ROUND ROCK						
ADDRESS 221 E Main St			ADDRESS 221 E MAIN ST						
CITY, STATE ZIP Round Rock, TX 78664			CITY, STATE ZIP ROUND ROCK, TX 78664-2120						
PRIMARY CONTACT PERSON Adam Gagnon	PRIMARY PHONE NUMBER (512 )218-5456	PRIMARY EMAIL agagnon@roundrocktexas.gov	BILL TO CONTACT PERSON Adam Gagnon	BILL TO PHONE NUMBER 5122185456	BILL TO EMAIL agagnon@roundrocktexas.gov				
SALESPERSON Katie Sinkula	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20442650	SERVICE CONTRACT CONTRACT #	<input checked="" type="checkbox"/> Replace CN43999-02	MPS CONTRACT CONTRACT #	<input checked="" type="checkbox"/> Replace CN43999-02			
			<b>MONTHLY SERVICE PAYMENT</b>			<b>MONTHLY MPS PAYMENT</b>			
			\$4,072.41			\$284.34			
TERMS OF PAYMENT: NET THIRTY (30) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE									

PRODUCTS				
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	TOTAL PRICE
SEE PRODUCT SCHEDULE (SCHEDULE A)				

<input checked="" type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)		<input type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		<b>SUBTOTAL</b>	
				<b>SPECIAL SERVICES FEES</b>	\$0.00
<b>NOTE / ADJUSTMENT DETAILS</b> The Service/MPS Escalation Rate is 0%. Fixed for Term/Staples included in MA/ Priced using Pace contract #P00230 If, at any point during the contract term, a covered device is identified as having reached End of Service or End of Life status, Xerox Business Solutions will promptly notify the City and collaborate to determine an appropriate course of action, which may include device replacement or print redirection					
				<b>OTHER ADJUSTMENTS</b>	\$0.00
<b>CONTRACT TYPE</b>			<b>EFFECTIVE DATES</b>		<b>TRANSACTION TYPE</b>
<input type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> MAINTENANCE ONLY	TERM IN MONTHS 12 Months	Actual start date based on delivery or lease commencement.
			PROPOSED START DATE		
<b>CONTRACT TERMS</b>					<b>NOTES</b>
<b>SERVICE</b>	<b>MPS</b>				
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	All parts, labor, drums and supplies; excluding paper and staples			
<input type="checkbox"/>	<input type="checkbox"/>	All parts and labor, including drums; excluding supplies, paper, and staples			
<input type="checkbox"/>	<input type="checkbox"/>	Remote Solve Opt-Out			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Includes other (indicate) : Staples Staples			

CONTRACT POOLS				■ SERVICE	■ MPS
POOL	MONTHLY VOLUME	OVG. RATE	MONTHLY PAYMENT	BASE FRQNCY	OVG. FRQNCY
B&W: MPS Pool #1	3,700	\$0.00750	Included in MPS Payment	Monthly	Monthly
B&W: Pool #1	77,000	\$0.00400	Included in Service Payment	Monthly	Monthly
Color: MPS Pool #1	5,500	\$0.07000	Included in MPS Payment	Monthly	Monthly
Color: Pool #1	91,000	\$0.04000	Included in Service Payment	Monthly	Monthly

REMOTE SERVICE TECHNOLOGY   XDA (Monitoring Only): 87 Devices Covered		PRIMARY METER CONTACT			
TECHNOLOGY CONTACT PERSON David Carter	TECH PHONE # 5122185456	TECH EMAIL dcarter@roundrocktexas.gov	METER CONTACT PERSON David Carter	METER PHONE # 5122185456	METER EMAIL dcarter@roundrocktexas.gov
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.					
QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	<input type="checkbox"/>	SEE SOW FOR DETAILS	TOTAL PRICE
SEE PRODUCT SCHEDULE (SCHEDULE A)					

CUSTOMER ACCEPTANCE	
By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.	
AUTHORIZED CUSTOMER SIGNATURE:	TITLE:
SIGNER'S NAME (PRINTED):	DATE:

COMPANY SALES:

DATE:

## Sales & Service Terms and Conditions

1. **Definitions.** The first page of this Sales & Service Agreement is referred to herein as the "Cover Page." The Cover Page, these Terms and Conditions, any Schedules (e.g., a Product Schedule), Statements of Work ("SOW"), and/or any other attachments referenced on the Cover Page or attached hereto and incorporated herein represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and/or Services. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on a Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery;

b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between (i) Customer and a third-party lessor or (ii) Customer and Company, which Company shall then assign to a third-party lessor (each a "Lessor"). Nothing herein shall alter, amend, or affect Customer's or Lessor's rights or obligations pursuant to such lease. Upon execution of a lease agreement between Customer and Lessor, Customer shall be responsible to Lessor to satisfy the terms and conditions of the lease;

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term; and/or

d) An ACQUISITION of SERVICES. Services may include those Services referenced in Section 4 of this Agreement and/or such additional Services outlined in one or more SOWs or Schedules attached hereto. Payment terms for Services shall be in accordance with Section 7, below.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, for any Sale, Lease, or Rental, Company shall deliver and install the Products at the location specified by Customer on the Cover Page and/or Product Schedule unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges. Relocation of Products to a location other than that specified on the Cover Page and/or Product Schedule requires Company's consent and may result in fees or increased rates.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise stated on the Cover Page, Company may charge and Customer shall pay a charge for each instance in which Customer declines Company's use of remote technology to provide Services. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you do not maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the unconnected device charge outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment that utilizes the same Supplies as the Equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and determine whether equipment is eligible for Services. If approved for Services and agreed by the Parties, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, Customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for twelve (12) months. Company reserves the right to terminate Services upon thirty (30) days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty (30) days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the Services fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Except where the Cover Page denotes flat rate pricing, any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance, and Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy, except where Equipment is designated on the Cover Page as having a Color Large impression pool (Color LG) and an Extra Long impression pool (XL IMP Color), in which case prints/copies are defined as follows: (a) **Black Image:** for sheet sizes up to 13"x19", each image calculates as (1) Black Print Meter; (b) **Color Image:** for sheet sizes less than 145 square inches in total area, each image calculates as (1) Color Print Meter (e.g., 8.5 x 14 in is NOT oversize (119sq. in)); (c) **Color Large:** for sheet sizes greater than or equal to 145 square inches each sheet calculates as (1) Color Print Meter and (1) Color Large Print Meter (e.g., 11 x 17 in is oversize (187 sq. in)); and (d) **Black and Color Extra Long:** for sheets with a length greater than 19.33", each image calculates as (2) Extra Long Meter and (1) Color Print Meter. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall not be subject to any abatement or offset. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may, on an annual basis, (a) increase the Base Charge and/or the Overage Rates, in an amount not to exceed 20% per annum and/or (b) where a contract is subject to flat rate pricing, shift Customer's obligation to the applicable flat rate band corresponding to Customer's usage during the previous calendar year. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer declines invoice delivery via email and/or automatic payment withdrawal, or requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a SOW where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools or allow others to do so. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. Company shall pass through any applicable manufacturer's warranty to Customer. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice shall be effective two (2) days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of TX (without regard to conflict of laws principles); (b) Jury Trial. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

**PRODUCT SCHEDULE (SCHEDULE A)**

This Product Schedule/Schedule A is attached to and becomes part of the Agreement.

PRODUCTS										
QTY	MFG / MODEL	DESCRIPTION	ID#	SERIAL NUMBER	STARTING BLACK METER	STARTING COLOR METER	LOCATION	METER POOLS	PRICE	TOTAL PRICE
1	Xerox XEROX VERSALINK C405DN COLOR LASER MUTIFUNCTION PRINTER	(Service Only) SMT SPORTS CENTER- GM OFFICE	EQ311579	4HX966178	6401	10896	2400 CHISHOLM TRL	Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C400 COLOR LASER PRINTER	(Service Only)	EQ252893	7HB470575	6622	35455	200 E LIBERTY AVE	Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MUTIFUNCTION PRINTER	(Service Only) SMT MULTIPURPOSE COMPLEX 192.168.1.123 - ADMIN OFFICE	EQ259273	4HX581634	9963	11055	2001 N KENNEY FORT BLVD	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MUTIFUNCTION PRINTER	(Service Only) FIRE COMMUNITY RISK REDUCTION BUILDING B	EQ347027	4HX200825	31590	30309	2008 ENTERPRISE DR	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox WorkCentre 3345 Black & White Laser Multifunction Printer	(Service Only) PUBLIC SAFETY TRAINING FACILITY Admin/Pass = 1793	EQ320660	3BT808671	2637	0	2801 N MAYS ST	B&W: MPS Pool #1		
1	Xerox WorkCentre 3345 Black & White Laser Multifunction Printer	(Service Only) GOLD GLOVE BASEBALL COMPLEX - PAR Ste 250 Attn Davetta Edwards Admin/Pass = 1793	EQ320657	3BT808748	10825	0	3300 E PALM VALLEY BLVD	B&W: MPS Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MUTIFUNCTION PRINTER	(Service Only) Deal 343347 Utilities Logistics Coord	EQ345967	4HX981687	2938	6027	3400 SUNRISE RD	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MUTIFUNCTION PRINTER	(Service Only) FIRE LOGISTICS OFC	EQ345966	4HX981686	4371	9006	3300 GATTIS SCHOOL RD	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MUTIFUNCTION PRINTER	(Service Only) PURCHASING 2nd FLOOR	EQ329999	4HX197681	18128	53917	221 E MAIN ST	B&W: MPS Pool #1 Color: MPS Pool #1		

1	Xerox XEROX VERSALINK C405DN COLOR LASER MUTIFUNCTION PRINTER	(Service Only) BATT 2	EQ34594 7	4HX98054 3	5830	14565	1301 DOUBLE CREEK DR	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C400 COLOR LASER PRINTER	(Service Only) 3RD FLR RM 300B SVC DESK	EQ37571 3	7HB04774 5	5667	6142	200 E LIBERTY AVE	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C400 COLOR LASER PRINTER	(Service Only) 1ST FLR RM 101E SVC DESK	EQ37571 2	7HB04810 6	49	186	200 E LIBERTY AVE	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C400 COLOR LASER PRINTER	(Service Only) 1ST FLR RM 104 LITERACY CLSRM	EQ37571 5	7HB04774 6	5410	2423	200 E LIBERTY AVE	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C400 COLOR LASER PRINTER	(Service Only) 1ST FLR RM 103 TECH INST	EQ37571 4	7HB04774 4	12043	10809	200 E LIBERTY AVE	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MUTIFUNCTION PRINTER	(Service Only)	EQ37570 1	4HX73494 9	507	1754	3939 E PALM VALLEY BLVD	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C400 COLOR LASER PRINTER	(Service Only) 2ND FLR RM 200C SVC DESK	EQ37571 1	7HB04810 7	6937	3472	200 E LIBERTY AVE	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MUTIFUNCTION PRINTER	(Service Only)	EQ37570 2	4HX73493 7	1547	5346	3939 E PALM VALLEY BLVD	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C400 COLOR LASER PRINTER	(Service Only) 2nd floor reception desk	EQ25291 0	7HB46919 2	13953	17299	200 E LIBERTY AVE	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX B410 PRINTER, UP TO 50PPM DUPLEX	(Service Only)	EQ39284 7	YFZ54869 4	5467	0	2701 N MAYS ST	B&W: MPS Pool #1		
1	Xerox XEROX B410 PRINTER, UP TO 50PPM DUPLEX	(Service Only)	EQ39284 8	YFZ55135 8	10885	0	2701 N MAYS ST	B&W: MPS Pool #1		
1	Xerox XEROX VERSALINK C415 COLOR MULTIFUNCTION PRINTER UP TO 42PPM DUP	(Service Only) BLDG 2 UTILITIES & ENVIRONMENT AL SERVICES	EQ40349 0	YCQ1157 28	2617	3676	3400 SUNRISE RD	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX VERSALINK C415 COLOR MULTIFUNCTION PRINTER UP TO 42PPM DUP	(Service Only)	EQ42166 6	YCQ1344 43	978	2555	1730 E OLD SETTLERS BLVD	B&W: MPS Pool #1 Color: MPS Pool #1		

1	Xerox XEROX VERSALINK C415 COLOR MULTIFUNCTION PRINTER UP TO 42PPM DUP	(Service Only)	EQ41541 0	YCQ1309 67	641	1875	231 E MAIN ST STE 160	B&W: MPS Pool #1 Color: MPS Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) GENERAL SERVICES FACILITY MAINT	EQ32581 3	EHQ2262 74	31991	56794	2015 LAMAR DR	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) SMT SPORTS CENTER ADMIM OFFICE	EQ32581 4	EHQ2263 81	39560	89765	2400 CHISHOLM TRL	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) 2ND FLOOR	EQ37527 1	EHQ3625 44	30794	132545	221 E MAIN ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) 1ST FLR TECH SVCS	EQ37341 2	EHQ3732 83	38741	51552	200 E LIBERTY AVE	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX 55 PPM BASE IOT W/HIGH CAPACITY TANDEM TRAY MODULE - DZK	(Service Only) KIOSK	EQ29506 4	DZK00066 3	110967	18415	200 E LIBERTY AVE	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) 2025 DEAL 2023154679 RELOCATON	EQ32041 2	EHQ2241 66	6123	37406	216 E MAIN ST STE 102	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) PARD YARD Admin/Pass = 1793	EQ32041 1	EKZ34112 0	10192	10498	300 S BURNET ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) PLANNING Admin/Pass = 1793	EQ32041 0	EKZ34117 6	82374	158154	301 W BAGDAD AVE	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) PLANNING Admin/Pass = 1793	EQ32040 9	EKZ34035 7	49516	14678	301 W BAGDAD AVE	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) PARD DEPT BACK OFC STE 250 Admin/Pass = 1793	EQ32040 8	EKZ34038 0	121986	240152	301 W BAGDAD AVE	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) PARD DEPT BACK OFC STE 250 Admin/Pass = 1793	EQ32040 8	EKZ34038 0	121986	240152	301 W BAGDAD AVE	B&W: Pool #1 Color: Pool #1		

1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) POLICE DEPARTMENT - NARCOTICS Admin/Pass = 1793	EQ32040 6	EKZ34034 8	26157	10956	2701 N MAYS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) PLANNING DEVELOPME NT SVCS OFC Admin/Pass = 1793	EQ32040 4	EKZ34112 3	47063	48798	301 W BAGDAD AVE	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) UTILITIES OPERATIONS LPC IP:10.12.30.57 - Admin/Pass = 1793	EQ32040 3	EKZ34038 7	57390	88692	3400 SUNRISE RD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) 3RD FLOOR ADMIN #1 Admin/Pass = 1793	EQ32042 1	EHQ2240 60	374805	281472	221 E MAIN ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) 2ND FLOOR FINANCE BUSINESS CTR #2	EQ32041 9	EHQ2235 92	177187	281921	221 E MAIN ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) POLICE DEPARTMENT - COMMUNICATI ONS Admin/Pass = 1793	EQ32041 7	EHQ2241 79	67980	66671	2701 N MAYS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) POLICE DEPARTMENT - OFFICE OF THE CHIEF Admin/Pass = 1793	EQ32041 5	EHQ2231 29	112208	123389	2701 N MAYS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) PUBLIC SAFETY TRAINING FACILITY Admin/Pass = 1793	EQ32041 4	EHQ2231 35	168486	125995	2801 N MAYS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) PUBLIC SAFETY TRAINING FACILITY Admin/Pass = 1793	EQ32041 3	EHQ2241 30	117721	74043	2801 N MAYS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) GENERAL SERVICES VEHICALE MAINT Admin/Pass = 1793	EQ32043 7	EHQ2230 98	30293	17150	901 LUTHER PETERSON PL	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) POLICE DEPT CRIMINAL INVESTIGATIO N DIVISION Admin/Pass = 1793	EQ32040 0	EKZ34039 8	197694	67551	2701 N MAYS ST	B&W: Pool #1 Color: Pool #1		

1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) GENERAL SERVICES BUILDING MAINT Admin/Pass = 1793	EQ32043 6	EHQ2231 27	54469	105129	212 COMMERCE BLVD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) HUMAN RESOURCES/A dmin/Pass = 1793	EQ32043 5	EHQ2241 57	107384	248609	231 E MAIN ST SUITE 100	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) LIBRARY PUBLIC SERVICES Admin/Pass = 1793	EQ32043 4	EHQ2241 76	60940	228055	200 E LIBERTY AVE	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) PARD CLAY MADSEN REC CTR Admin/Pass = 1793	EQ32043 3	EHQ2231 55	143198	322273	1600 GATTIS SCHOOL RD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) POLICE DEPARTMENT - PATROL/ADMIN Admin/Pass = 1793	EQ32043 2	EHQ2231 58	77477	69069	2701 N MAYS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) POLICE DEPARTMENT - RECORDS Admin/Pass = 1793	EQ32043 1	EHQ2241 87	128972	57194	2701 N MAYS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) POLICE DEPARTMENT - TRAINING Admin/Pass = 1793	EQ32043 0	EHQ2241 54	77311	34964	2701 N MAYS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) TRANSPORTAT ION 2ND FLOOR Admin/Pass = 1793	EQ32042 9	EHQ2241 42	92349	164266	3400 SUNRISE RD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) TRANSPORTAT ION ADMIN Admin/Pass = 1793	EQ32042 8	EHQ2241 61	19358	71186	3400 SUNRISE RD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) UTILITIES ADMIN Admin/Pass = 1793	EQ32042 7	EHQ2241 88	53046	125495	3400 SUNRISE RD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) UTILITIES WATER LINE MAINT Admin/Pass = 1793	EQ32042 6	EHQ2241 75	21993	32723	910 LUTHER PETERSON PL	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) UTILITIES WATER TREATMENT PLANT BLVD ADMIN BLDG Admin/Pass = 1793	EQ32042 3	EHQ2241 90	27611	30294	3939 E PALM VALLEY BLVD	B&W: Pool #1 Color: Pool #1		

1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) POLICE DEPARTMENT - LOGISTICS Admin/Pass = 1793	EQ32374 5	EHQ2213 05	7200	10407	2701 N MAYS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) POLICE DEPARTMENT - PATROL Admin/Pass = 1793	EQ32042 2	EHQ2241 73	221392	76585	2701 N MAYS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK B8155 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) UTILITIES ENVIRONMENT AL SERVICES City of Round Rock Water Plant (Private Street) Admin/Pass = 1793	EQ32044 7	HQH2590 41	103512	0	5200 N IH-35	B&W: Pool #1		
1	Xerox XEROX ALTALINK B8155 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) FIRE DEPT STAQTION #4 Admin/Pass = 1793	EQ32044 6	HQH2603 50	25444	0	1301 DOUBLE CREEK DR	B&W: Pool #1		
1	Xerox XEROX ALTALINK B8155 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) FIRE DEPT STAQTION #9 Admin/Pass = 1793	EQ32044 5	HQH2605 51	17652	0	2721 SAM BASS RD	B&W: Pool #1		
1	Xerox XEROX ALTALINK B8155 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) FIRE DEPT STAQTION #6 Admin/Pass = 1793	EQ32044 3	HQH2589 86	36858	0	2919 JOE DIMAGGIO BLVD	B&W: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) UTILITIES WATER SYSTEMS SUPPORT Admin/Pass = 1793	EQ32044 1	EHQ2241 77	29446	16733	5200 N IH-35	B&W: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) 2ND FLOOR - FINANCE BUSINESS CTR Admin/Pass = 1793	EQ32044 0	EHQ2241 92	210699	386982	221 E MAIN ST	B&W: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) 1ST FLOOR FINANCE UTILITY BILLING Admin/Pass = 1793	EQ32043 9	EHQ2235 17	66936	15271	221 E MAIN ST	B&W: Pool #1		
1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) POLICE DEPARTMENT - EVIDENCE Admin/Pass = 1793	EQ32040 2	EKZ34039 5	59224	14296	2701 N MAYS ST	B&W: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) FIRE DEPT CENTRAL STATION Admin/Pass = 1793	EQ32043 8	EHQ2236 49	163515	93065	203 COMMERCE BLVD	B&W: Pool #1		

1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) POLICE DEPARTMENT - INTEL Admin/Pass = 1793	EQ32040 1	EKZ34110 8	19823	11953	2701 N MAYS ST	B&W: Pool #1		
1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) PARD BACA SENIOR CENTER Admin/Pass 1793 Attn Jessica Thornton	EQ32048 1	EKZ34036 0	124099	249307	301 W BAGDAD AVE	B&W: Pool #1		
1	Xerox XEROX ALTALINK B8155 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only)	EQ31890 7	HQH2609 47	15649	0	350 DEEPWOOD DR	B&W: Pool #1		
1	Xerox XEROX ALTALINK B8155 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) FIRE DEPT STAQTION #8 Admin/Pass = 1793	EQ31907 1	HQH2587 56	25029	0	1612 RED BUD LANE	B&W: Pool #1		
1	Xerox XEROX VERSALINK B610 BLACK & WHITE LASER PRINTER, 65PPM	(Service Only) 1ST FLR RM 111 PUBLIC SVCS	EQ37223 6	3XB46935 4	16593	0	200 E LIBERTY AVE	B&W: Pool #1		
1	Xerox XEROX ALTALINK B8155 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) FIRE DEPT STAQTION #7 Admin/Pass = 1793	EQ32061 2	HQH2665 65	25255	0	2811 OAKMONT DR	B&W: Pool #1		
1	Xerox XEROX ALTALINK B8155 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) FIRE DEPT STAQTION #3 Admin/Pass = 1793	EQ32061 1	HQH2668 10	17976	0	221 SUNDANCE PKWY	B&W: Pool #1		
1	Xerox XEROX ALTALINK B8155 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only) FIRE DEPT STAQTION #2 Admin/Pass = 1793	EQ32061 0	HQH2630 75	23318	0	200 W BAGDAD AVE	B&W: Pool #1		
1	Xerox XEROX VERSALINK C600 COLOR PRINTER	(Service Only) 1ST FLOOR PUBLIC USE	EQ37222 8	9RA00121 7	288490	52828	200 E LIBERTY AVE	B&W: Pool #1		
1	Xerox XEROX VERSALINK C600 COLOR PRINTER	(Service Only) 3RD FLR PUBLIC USE	EQ37222 7	9RA00121 1	69590	13951	200 E LIBERTY AVE	B&W: Pool #1		
1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only)	EQ34948 3	EHQ3428 41	85290	58899	301 W BAGDAD AVE	B&W: Pool #1		
1	Xerox XEROX C8145H2 IOT W/ HIGH CAPACITY TANDEM TRAY MOD	(Service Only) UTILITIES WATER TREATMENT PLANT Admin/Pass = 1793	EQ31858 7	EHQ2241 59	46674	9137	5200 N IH-35	B&W: Pool #1		
1	Xerox XEROX ALTALINK C8170 IOT - EFQ	(Service Only)	EQ39863 4	EFQ27591 9	38421	49525	221 E MAIN ST	B&W: Pool #1		

1	Xerox XEROX ALTALINK C8135 IOT W/2 TRAY MOD	(Service Only) LIBRARY PUBLIC SERVICES - COIN OP Admin/Pass = 1793	EQ32075 2	EKZ34044 6	22360	54219	200 E LIBERTY AVE	B&W: Pool #1		
1	Xerox XEROX 55 PPM BASE IOT W/HIGH CAPACITY TANDEM TRAY MODULE - DZK	(Service Only) 1ST FLR RM 102CC BUSINESS CTR	EQ29506 9	DZK00066 7	57786	4966	200 E LIBERTY AVE	B&W: Pool #1		
1	Xerox XEROX ALTALINK C8155H2 IOT W/HIGH CAP TANDEM TRAY MOD	(Service Only)	EQ41023 9	EHQ4183 32	22597	18671	5200 N IH 35	B&W: Pool #1 Color: Pool #1		
1	Xerox XALC8155	(Service Only)	EQ32041 8	EHQ2234 47	0	0	301 W Bagdad Ave, Round Rock, TX 78664	B&W: Pool #1 Color: Pool #1		
<b>Subtotal</b>										\$0.00

**CUSTOMER ACCEPTANCE**

*By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.*

**AUTHORIZED CUSTOMER SIGNATURE:**

**TITLE:**

**SIGNER'S NAME (PRINTED):**

**DATE:**

**COMPANY SALES:**

**DATE:**

## XEROX® ADVANCED MANAGED PRINT SERVICES STATEMENT OF WORK

**THIS XEROX® ADVANCED MANAGED PRINT SERVICES STATEMENT OF WORK ("AMPS SOW" or "this SOW")** is hereby attached to and made a part of the SSA and/or MSA ("**Agreement**") entered into by and between Xerox Business Solutions, LLC ("**Company**") and City of Round Rock ("**Customer**"), collectively the "**Parties**", to add the AMPS as further described herein. The effective date of this AMPS SOW is 04/02/2026. Except as expressly set forth herein, the Agreement's terms and conditions are incorporated herein and shall govern the provision of AMPS pursuant to this AMPS SOW.

1. **DEFINED TERMS** - Terms defined within the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly set forth otherwise below.

**Company** – Refers to the Company identified in the Agreement and referenced above, and operationally may include or refer to its affiliates executing Services on its behalf.

**In-Scope AMPS Equipment** – AMPS-Eligible Equipment installed in the Sites and managed by Company as defined by the Xerox Tools under this AMPS SOW.

**Xerox® Advanced Managed Print Services (AMPS)** – Services provided by Company under this XPSAS SOW on In-Scope AMPS Equipment, which include proactive meter reads, proactive Supplies requests, and proactive break/fix requests.

**Xerox® Support Assistant** – An app running on a Xerox ConnectKey printer that shows the user the status of AMPS Incidents, and enables the user to raise new Incidents or submit meter reads into the AMPS process.

2. **SERVICES DESCRIPTION** – AMPS provides proactive meter reads, proactive Supplies requests, and proactive break/fix requests for In-Scope AMPS Equipment.

- a. Company shall operate the Xerox's Service Desk Support during Company's normal business hours on Company's business days. Service Desk Support includes receipt of Service Calls by service provider. Service Calls may be generated from automatic alerts from In-Scope Devices (**Proactive Service Call**) or from the web portal by a Customer or Reseller or by telephone (**Reactive Service Call**).
- b. To enable Company to provide the expected proactive Services and Supplies, Customer agrees to the use of a monitoring tool (see Xerox Tools). Customer ensures the selected tool continues to run and/or connects to their network and devices. Company is available for technical support of that tool, and the operation and maintenance of any Cloud component.
- c. If the chosen device management solution is Xerox Workplace Cloud Fleet Management ('CFM'), then by agreeing to this AMPS SOW You also agree to terms as defined in the following end user licensing agreement, as well as any periodic updates thereto, relating to the use of Xerox Tools to deliver the AMPS covered in this AMPS SOW. Company and/or Xerox Corporation reserve the right to update these terms at any time.

[www.xerox.com/downloads/usa/en/x/XWC-and-CFM-Terms-of-Service-and-EULA.pdf](http://www.xerox.com/downloads/usa/en/x/XWC-and-CFM-Terms-of-Service-and-EULA.pdf)

For other solutions, Terms and Conditions will be presented in the tool User Interface itself during implementation.

3. **XEROX TOOLS** - Company may utilize one or more of the following Xerox Tools to provide AMPS:

- a. Xerox Workplace Cloud Fleet Management solution ("CFM") – software that provides device data for monitoring of supplies, break/fix and meters and allows policy-based compliance to automate print fleet security; remote setting configuration; and security, patch and password management.
- b. Xerox Device Agent ("XDA") is an application that enables the monitoring and assessment of the status and output of In-Scope Devices.
- c. Xerox Device Manager ("XDM") - an application that enables the monitoring and assessment of the status and output of In-Scope Devices.
- d. Xerox Device Direct ("XDD") - an application is embedded in the firmware of certain devices that allows In-Scope AMPS Equipment to automatically communicate Device Data to Xerox for monitoring purposes.
- e. Xerox Services Manager ("XSM") – a Web-based application providing Company with data enabling centralized asset tracking; device and supplies monitoring; and break/fix incident management.

- f. Xerox Report Manager ("XRM") - an application that allows standard and custom reporting from XSM.
  - g. Fleet Management Portal ("FMP") - an online portal that provides program and device status and analytics.
  - h. Xerox MPS Advanced Analytics ("MPS AA") - a cloud-based reporting tool that presents data in a business intelligence format
4. **TERM** - Unless otherwise stated herein or in the Agreement, the term of this AMPS SOW shall be the same as the Term of the Agreement.
  5. **CHARGES** – Charges for AMPS are set forth in the signed Agreement to which this AMPS SOW is attached and are exclusive of any and all applicable Taxes.
  6. **CHANGES** – To the extent that the Parties wish to add or make modifications to this AMPS SOW, all such changes will be documented in a AMPS SOW Amendment signed by both Parties.
  7. **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO AMPS SOW –**
    - a. **ADDITIONAL WARRANTY DISCLAIMER – IN ADDITION TO THE WARRANTIES AND DISCLAIMERS IN THE AGREEMENT, THE FOLLOWING SHALL APPLY TO AMPS: EXCEPT AS STATED IN THE AGREEMENT, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE PERFORMANCE OF AMPS , AND COMPANY DOES NOT WARRANT THAT AMPS WILL BE COMPATIBLE WITH ALL OF CUSTOMER’S SOFTWARE, OR WILL MEET CUSTOMER’S REQUIREMENTS, OR WILL BE ERROR FREE.**

If there is a conflict between the contents of the Agreement and this AMPS SOW, this SOW shall control but only with respect to the provision of AMPS.

The terms and conditions of this AMPS SOW apply only to the provision of the AMPS, and do not affect, amend, or modify any of the provision of any other Services under the Agreement.

**\* Signature Page Follows \***

Xerox Business Solutions, LLC	City of Round Rock
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Sign: _____	Sign: _____
Date: _____	Date: _____

**Appendix 1 - Service Desk Support Activities - Table One**

<b>Activity</b>	<b>Service Desk Support Xerox/XBS</b>
Receive and log Service Call in Fleet Management Portal (FMP)	✓
Monitor Proactive Service alerts *** on network connected compliant In-Scope Devices with fault reporting capability	✓
Collect and log Call Data*	✓
Undertake basic diagnosis including web troubleshooting processes via Remote Call Assist ( <b>RCA</b> ) where the In Scope Device contains features that enable remote diagnosis and repair of problems and log activity	✓
Validate requests for consumables against entitlement, e.g., volume and order history	✓
Escalation to Level 2 Support within XSM with Call Data if RCA is unsuccessful	✓
Arrange shipment of Consumable to Customer	✓
Arrange advanced remote diagnosis with Customer upon Service Call using RCA and log activity on XSM	✓
Follow up daily on progress of Service Call (Level One Support/Level Two Support follow up on the tickets owned at that stage)	✓
Log activities on open ticket on XSM (by the Level that owns the ticket at that stage)	✓
Close ticket (by the Level that owns the ticket at that stage)	✓

\* **Call Data** means Asset Tag Number (required); Serial Number (required); Customer Service Centre/Customer end user name (required); Customer Service Centre/Customer end user contact number; (required); Incident statement (required); Fault Type (required where break fix incident), Customer Service Centre/Customer end user email address; Device location; Internal reference number (if applicable); and meter reads. Call Data is Customer Data

**Assumptions:**

\*\*\* Advanced MPS Services, pro-active supplies and break/fix support, proper functioning of and data availability for the Xerox Tools and performance levels are dependent on active monitoring tools, such as XDA, XDM, XDD or CFM. It's the Customer's responsibility to keep such tools connected to the in-scope devices.