EXHIBIT
"A"

CITY OF ROUND ROCK AGREEMENT FOR COPIER LEASE SERVICES AND SOLUTIONS WITH DAHILL OFFICE TECHNOLOGY CORPORATION DBA "XEROX BUSINESS SOLUTIONS SOUTHWEST"

| THE STATE OF TEXAS | § | |
|----------------------|---|-----------------------------|
| | § | |
| CITY OF ROUND ROCK | § | KNOW ALL BY THESE PRESENTS: |
| | § | |
| COUNTY OF WILLIAMSON | § | |
| COUNTY OF TRAVIS | § | |

This Agreement is for the acquisition of copiers for City facilities, and for related goods and services including delivery, installation, maintenance and warranty coverage, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the ______ day of the month of February, 2021, by and between the CITY OF ROUND ROCK, TEXAS, a homerule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and DAHILL OFFICE TECHNOLOGY CORPORATION dba "XEROX BUSINESS SOLUTIONS SOUTHWEST", whose offices are located at 8200 IH 10 West, Suite 400, San Antonio, Texas 78230 referred to herein as "Xerox" or the "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to acquire copiers for City facilities and to purchase maintenance services and other goods and services related to said copiers, including but not limited to delivery, installation, maintenance and warranty coverage, and City desires to obtain same from Vendor; and

WHEREAS, City is a member of the PACE Purchasing Cooperative ("PACE") and Vendor is an approved PACE vendor; and

WHEREAS, City desires to acquire copiers and purchase related services from Vendor through PACE as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

00463924/ss2

1.0 **DEFINITIONS**

- A. Agreement means the binding legal contract between City and Vendor whereby City is obligated to obtain specified goods and Vendor is obligated to provide specified goods. The Agreement includes the following: (a) pages one (1) through eight (8) of this document; (b) the "Price Proposal" dated January 15, 2021 (attached as Exhibit "A" and incorporated herein by reference for all purposes); the Lease Schedule (attached as Exhibit "B" and incorporated herein by reference for all purposes); (c) the Managed Documents Services Agreement (attached as Exhibit "C" and incorporated herein by reference for all purposes); (d) and any exhibits, addenda, and/or amendments thereto.
 - B. City means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. Effective Date means the date upon which the binding signatures of both parties to this Agreement are affixed.
 - D. Goods mean the specified supplies, materials, commodities, or equipment.
- E. **Vendor** means Dahill Office Technology Corporation dba Xerox Business Solutions Southwest, or any successors or assigns.

2.0 EFFECTIVE DATE

- A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.
- B. The term of this Agreement is for sixty (60) months from the effective date hereof.
- C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, or any other extraneous charges.

3.0 SCOPE OF WORK

The Scope of Work is described in Exhibit "A," Exhibit "B," and Exhibit "C," all attached hereto.

4.0 COSTS

City agrees to pay Vendor the amounts set forth in Exhibit "A," Exhibit "B," and Exhibit "C" for copiers and related costs.

5.0 INVOICES

All invoices shall include, at a minimum, the following information:

- 1. Name and address of Vendor;
- 2. Purchase Order Number;
- 3. Description and quantity of items received; and
- 4. Delivery dates.

6.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- 1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- 2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- 3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- 4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

9.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2020/07/Insurance-Requirements-1.pdf

11.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Teresa Reddy
Purchasing Manager
221 East Main Street
Round Rock, TX 78664
(512) 218-5457
treddy@roundrocktexas.gov

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

- A. In the event of an uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.
- B. In the event City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected Services and will schedule removal of the affected Equipment. The City will be responsible only for amounts due and owing for the terminated affected Services and affected Equipment up through the date of termination.

14.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

- A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

15.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

16.0 NOTICES

- A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:
 - 1. When delivered personally to recipient's address as stated in this Agreement; or
 - 2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Dahill Office Technology Corporation dba "Xerox Business Solutions Southwest" 8200 IH 10 West, Suite 400 San Antonio, TX 78230

Notice to City:

City Manager Stephan L. Sheets, City Attorney

221 East Main Street AND TO: 309 East Main Street Round Rock, TX 78664 Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

17.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

18.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

19.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

20.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from

being void should a provision which is of the essence of this Agreement be determined void.

21.0 MISCELLANEOUS PROVISIONS

- A. Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.
- **B.** Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.
- C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.
- **D.** Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument

[Signatures on the following page]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

| City of Round Rock, Texas | Dahill Office Technology Corporation |
|-------------------------------------|---|
| By: | By: Printed Name: Doug Vroegh Title: VP of Finance & Administration Date Signed: 02/23/2021 |
| For City, Attest: | |
| By:Sara L. White, City Clerk | |
| For City, Approved as to Form: | |
| By:Stephan L. Sheets, City Attorney | |

Exhibit "A"

Xerox Business Solutions Southwest Pricing Summary Prepared Exclusively for City of Round Rock

Pricing is based on PACE Purchasing Cooperative Contract P00161

The following section represents a summary of the Xerox products that have a common intuitive user experience, are mobile & cloud ready, benchmark security and enables next generation services.



(1) Xerox AltaLink B8170

Recommended Monthly Volume: Up to 125,000 impressions/month 72 ppm B&W
Up to 140ipm color scanning 200-sheet single pass document feeder
Network printing at 1200x1200 dpi Standard 4,600 sheet capacity in 4-drawers 100-sheet bypass tray 2/3 Hole Punch
Office Finisher
Adobe PostScript 3, PCL 250 GB HDD / 1.8 GHz Quad-Core / 4 GB system memory Print to/scan from USB memory stick
Mobile Printing, Xerox App Gallery
Encryption, Disk overwrite security, secure print



(11) Xerox AltaLink B8155

Recommended Monthly Volume: Up to 100,000 impressions/month 55 ppm B&W
Up to 140ipm color scanning 200-sheet single pass document feeder
Network printing at 1200x1200 dpi

Standard 4,600 sheet capacity in 4-drawers 2/3 Hole Punch Office Finisher (1) Convenience Stapler (Not Shown)

100-sheet bypass tray Adobe PostScript 3, PCL 250 GB HDD / 1.8 GHz Quad-Core / 4 GB system memory Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery Encryption, Disk overwrite security, secure print



(5) Xerox 3345

Recommended Monthly Volume: Up to 6,000 impressions/month 42 ppm B&W Duplex output/input

Network printing at 600x600 dpi Standard 250 sheet capacity 50-sheet bypass tray 50-sheet ADF



(12) Xerox AltaLink C8135

Recommended Monthy Volume: Up to 15,000 impressions/month

35 ppm B&W / 35ppm Color Up to 139ipm color scanning

130-sheet single pass document feeder Network printing at 1200x2400 dpi

Standard 2,080 sheet capacity in 4-drawers

100-sheet bypass tray (9) 2/3 Hole Punch

(2) High Capacity Feeder - 3,000 Sheets (Not Shown)

(1) Dual Band Wireless (11) Office Finisher

Adobe PostScript 3, PCL

Print to/scan from USB memory stick Mobile Printing, Xerox App Gallery

Encryption, Disk overwrite security, secure print



(19) Xerox AltaLink C8145

Recommended Monthly Volume: Up to 20,000 impressions/month

45 ppm B&W / 45ppm Color Up to 139ipm color scanning

130-sheet single pass document feeder

Network printing at 1200x2400 dpi

Standard 3,040 sheet capacity in 4-drawers

(4) High Capacity Feeder 3,000 Sheets (Not Shown)

(1) Convenience Stapler (Not Shown)

(1) Foreign Interface Kit

(13) 2/3 Hole Punch

Office Finisher

100-sheet bypass tray

Adobe PostScript 3, PCL

Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery

Encryption, Disk overwrite security, secure print



(9) Xerox AltaLink C8155

Recommended Monthly Volume: Up to 22,000 impressions/month

55 ppm B&W / 55ppm Color Up to 139ipm color scanning

130-sheet single pass document feeder Network printing at 1200x2400 dpi

Standard 2 040 shoot some situity 4 due

Standard 3,040 sheet capacity in 4-drawers

100-sheet bypass tray

2/3 Hole Punch

Office Finisher

Adobe PostScript 3, PCL

Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery

Encryption, Disk overwrite security, secure print



(2) Xerox C405

Recommended Monthly Volume: Up to 5,000 impressions/month 36 ppm B&W and Color
Up to 40ipm scanning
50-sheet single-pass duplex automatic document feeder
Duplex output/input
Network printing at 1200x1200 dpi
Standard 550 sheet capacity
150-sheet bypass tray
Stand with Storage



Recommended Monthly Volume: Up to 12,000 impressions/month 55 ppm B&W and Color Up to 133ipm scanning 130-sheet single-pass duplex automatic document feeder Duplex output/input Printing at 1200x2400 dpi Standard 2,940 sheet capacity 100-sheet bypass tray

Epson SureColor T5170 Wide Format

Network Print Color Printer EPSON SureColor T-Series Multi-function Scanner Kit for 36" Single Sheet Bypass Tray







City of Round Rock Current Spend

Current Monthly Spend Total of 61 Devices Monthly Lease Payment: \$11,644.67 Average Monthly Overages: \$367.25 Total Monthly Spend: \$12,011.92

City of Round Rock Pricing Summary

| | Fleet Pricing Summary with XN Includes XBSSW App, and Bridge to Las Pricing is based on PACE Purchasin | serfiche App for 54 Devices |
|-----------------------|--|--|
| QTY | Proposed Model | 60 Month Lease and Maintenance Payment |
| 1 | Xerox B8170 | |
| 11 | Xerox B8155 | |
| 5 | Xerox 3345 | |
| 9 Xerox C8155H2 | | |
| 12 | Xerox C8135T2 | C11 000 50 (A4) |
| 19 | Xerox C8145H2 | \$11,999.59 / Month |
| 2 Xerox C405DN | | |
| 1 Instant Print Kiosk | | |
| 1 | Epson Sure Color T5270 | |
| 1 | Xerox WC6515DN (Current Unit left in place- New) | |

| Service Pricing Summary - Included in Above Pricing | | | | | |
|---|-------------------------------|---------------------------------|--|--|--|
| Fleet Pool | Allowance | Cost per Copy Rates | | | |
| Xerox B8170 | | | | | |
| Xerox B8155 | 1 | | | | |
| Xerox 3345 |] | B/W: \$0.0053 Color: \$0.037 | | | |
| Xerox C8155H2 | B/W: 293,680 Color: 94,314 | | | | |
| Xerox C8135T2 |] | COIO!: \$0.037 | | | |
| Xerox C8145H2 | | | | | |
| Xerox C405DN | | | | | |

Contractual and Other Requirements

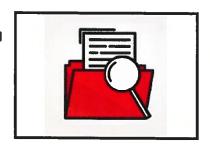
- Pricing is based on PACE Purchasing Cooperative Contract P00161.
- All equipment proposed is 100% factory newly manufactured models.
- Includes delivery, installation, network analyst services and training.
- Includes all OEM toner, parts, and service (with the exception of paper).
- All equipment is eligible for XBS Replacement Guarantee.
- Includes all new software version releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 Web-based support.

The information contained in this catalog is confidential or proprietary and is designed for the sole use of City of Round Rock.

Bridge to Laserfiche App

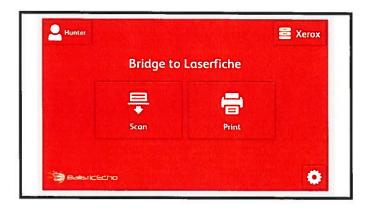
Ballistic Echo's Bridge to Laserfiche® is a convenient on-ramp into Laserfiche's powerful content and document management solution.

Bridge to Laserfiche works with Xerox® ConnectKey® devices to quickly and securely scan and process documents, helping you work smarter and more efficiently.



With Bridge to Laserfiche, documents are scanned and processed quickly and securely with the help of templates and Laserfiche's support of template field data and tokens. Additional features include the ability to search for files, folders and template field data and print the results from any Xerox® ConnectKey®Technology-enabled device.

Please note, this requires the Bridge to Laserfiche Service App, which can be obtained via the download link at laser-fiche.ballisticecho.com. Ballistic Echo's Bridge to Laserfiche also requires an on-premise Laserfiche (v10.2+) server on the same network as the Bridge to Laserfiche Service App.



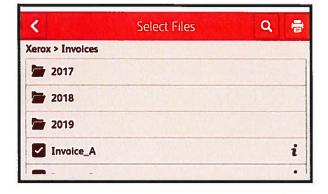




Exhibit "A" XBSF

Cloud Connected, Endless Possibilities

Cloud-based app custom-built for Xerox ConnectKey Devices -Transform data on paper into editable digital information

XBS Flow is a cloud service that enables users to securely scan and convert documents into their preferred format.



Document Conversion

Easily digitize data trapped on paper by scanning the document and converting it into editable file formats like Microsoft Word, Excel or a searchable PDF format.

ScanTo Repository

Scan documents into repositories such as Dropbox, SharePoint or Xerox DocuShare. XBS Flow provides easy capture and conversion of paper documents into repositories using the Xerox ConnectKey device scanning function, saving both time and money!

ScanTo Fax

XBS Flow provides outbound faxing, without the need of a fax card or faxline at the device. Save money from expending fax lines and eliminate using dated fax machines.

- Simple to Deploy
- ◆ Easy to Use
- Cost Effective
- Secure























A virtual faxing solution

Learn more at www.xmedius.com

XMedius XMediusFAX® Cloud



Redefining the market when it pioneered the Fax over IP server in 2002, XMediusFAX® is a global leader in software only FoIP and cloud based fax solutions. With XMediusFAX®'s suite of on-premise and cloud fax products all your document processing needs are covered.

Now our enterprise level cloud faxing services are available through an easy to deploy app that leverages Xerox® ConnectKey® Technology platform. The XMediusFAX® Cloud app for devices built on ConnectKey® Technology is your answer to easy hassle free faxing!

Quickly enable a reliable, secure, simple and scalable Cloud Fax Solution.



Ideal for faxing: Patient Records, Prescriptions, Contracts, Legal Documents, Reports, Transcripts, Financial Records, Invoices, Insurance Forms etc.

Cloud is the way to go!

In today's well-connected business landscape the cloud technology has emerged as a valuable option for businesses with limited IT resources. Cloud-based solutions give you immediate access to technologies and resources without any upfront capital investments. And because these solutions are highly scalable, they can quickly adapt to changing business needs; giving you the freedom to operate at your own pace.

When it comes to business faxing we have you covered!

XMedius as a global fax industry leader with XMediusFAX®, is now offering a turnkey, cloud-based fax solution as part the of Xerox® ConnectKey® Technology ecosystem. This virtual fax kit solution is compatible with and accessible from a wide spectrum of Xerox® Multifunction Printers (MFPs) and does not require any fax board, parts and service labor.

XMediusFAX® Cloud App for Xerox® ConnectKey® Technology

XMediusFAX® Cloud app enables end users to send or receive faxes directly from a Xerox® ConnectKey®-enabled MFP or as an option through an email application (Microsoft Outlook, Exchange, etc) from basically anywhere in the world!

No more IT headaches

XMediusFAX® Cloud app simplifies and eliminates the IT burden associated with installation, configuration and maintenance of fax kits by providing access to a redundant, high-availability cloud-based faxing solution with no additional infrastructure expenditure such as maintenance and upgrades.

Pre-Paid gives you freedom!

As a customer you only pay for what you use with different pre-paid fax credit bundles available to meet your needs. XMediusFAX* Cloud app debits the customer account for each page of fax the company sends or receives.



A virtual faxing solution

Learn more at www.xmedius.com



XMediusFAX® Cloud Simplified Workflow



Download the XMediusFAX* Cloud App for Xerox* ConnectKey* on ConnectKey*enabled Xerox MFP (Available via your Channel buying portal)



Follow the simple set-up wizard for onetime configuration



Compose the fax, scan the document and hit send!







Simple is Always Better!

Recognizing that simple is always better, the full capability of the XMediusFAX® Goud app is now available through a lightweight fax app that operates within the Xerox® ConnectKey®-enabled environment. This app helps streamline business faxing by offering:

Easy Setup

- Quick and easy app deployment. Contact your Xerox Channel Partner for all the details
- · Remote or onsite app installation
- · Smart on-screen set-up
- · Easy on-boarding directly through the set up wizard
- Minimal IT intervention
- · Multilingual interface (EN, FR, DE)

Pay As You Go

- · Simplified pre-paid payment option
- Automatic reminder to refill the pre-paid account once credits run out
- · Pay only for required fax capacity
- · Subscription based service also available

Easy To Use

- Favorites option for quick faxing
- Inbound numbers available in over 40 countries
- Port existing number to XMediusFAX ** Cloud App

Cost-Savings Benefit

- · Reduce operational and capital expenses
- · Leverage existing internet connection
- No hardware or software investments

Reliable & Secure

- Service always available (no busy signals)
- · 100% Secure hosting facility
- Built-in cloud security guarantees secure faxing and regulatory compliance

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Contact XMedius

info @xmedius.com NA: 1-888-766-1668 EMEA: +33 1 70 92 13 10 xmedius.com Working together... getting results.

Together we can.



XEROX "and XEROX and Design" are trademarks of Xerox "Corporation in the United States and/or other countries .

Xerox Financial Services LLC 201 Merritt 7 Norwalk, CT 06851

MASTER COST PER COPY AGREEMENT Fixed Purchase Option (State and Local Governmental Transactions Only)



| Deoler | | Lease Agreement Number | | | | |
|--|----------------|--|-----------------------------|--------------------------|-------------------|------------------------|
| Xerox Business Solutions So | uthwest | 010-0116100 | | | | |
| | | CUSTOME | R INFORMATION | | | |
| Full Legal Name | | | DBA | | | |
| City of Round Rock | | | City of Roun | d Rock | | |
| Billing Address | | | City | | State | ZIP Code |
| 221 E. Main St. | | | Round Rock | | TX | 78664 |
| Phone | Contact Name | | Contact Email | | Customer | PO# (Optional) |
| (512)218-6682 | Allen Reich | The state of the s | areich@roundr | ocktexas.gov | | |
| | | CUSTOM | ER ACCEPTANCE | | | |
| BY YOUR SIGNATURE BELOW, YOU A | | | | NCELLABLE LEASE AND | THAT YOU | HAVE READ AND AGREE TO |
| ALL APPLICABLE TERMS AND CONDI | TIONS SET FORT | H ON PAGES 1 AND 2 O | F THIS LEASE. | Ter | 17 10 4 10 | 0 |
| Authorized Signer X | | Udte | | Fedi | eral Tax ID# (Rec | (uired) |
| ^ | | | | | | |
| Print Name | | Title (ind | cate President, Partner, Pr | oprietor, etc.) | | |
| | | | | | | |
| | | | ACCEPTANCE | | | |
| Accepted By: Xerox Financial Services LLC Name and Title | | Name and Title | | 711 | Date | 02/04/2021 |
| | | | | and the same of the same | | |
| | | TERMS | & CONDITIONS | | | |

- 1. <u>Definitions</u>, The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "we," "us" and "our" means Xerox Financial Services LLC. "Party" means you or us, and "Parties" means both you and us. "Dealer" means the entity identified in "Dealer Name" an any Lease Schedule related to this Lease or on any XFS-approved form of purchase order in lieu thereof (collectively, "Schedule"). "UCC" means the Uniform Commercial Code of the Stote of Connecticut (C.G.S.A. §\$42a-1-101 et seq.). "Equipment" means the Items Identified in "Equipment" in any Schedule, together with all attachments, replacements, parts, substitutions, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto and licenses and intellectual property used therewith. "Lease" means this Master Cost Per Copy Agreement. "Excess Charges" means the applicable excess copies and/or prints charges. "Lease Payment" means the Monthly Lease Payment specified in one or more Schedules, which includes the fixed component of maintenance charges and any included Images payable to Dealer, the Excess Charges (as applicable), and other charges you, Dealer ond we agree will be invoiced by us on a monthly basis, plus Taxes. "Inception Date" means (a) the date the Dealer determines Equipment installed by the Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by the Dealer as being installable by you is delivered to your premises.
- 2. Lease. Payments and Late Payments. We shall acquire and lease to you, and you shall lease from us pursuant to this Lease and any Schedule(s) now or from time to time submitted by you and accepted by us hereunder. Equipment described in each Schedule. Upon the execution of a Schedule, the terms and conditions contained herein, including any and all additional or specific terms and conditions, shall apply to that Schedule and shall be incorporated into and have the some force and effect as to that Schedule as though expressly set forth therein. The Lease, the Schedules, all riders and all other documents entered into in connection with the Lease shall be collectively referred to as the "Lease Documents." The Equipment shall be leased for the lease term set forth in each applicable Schedule, subject to the provisions hereof. We may refuse to pay for the Equipment. whether or not the Equipment has been delivered to you, if (i) there shall be, in our reasonable judgment, a material adverse change in the financial condition or credit standing since the date of our approval of the transaction, of: (a) you, (b) ony guarantor of your obligations under this Lease (a "Guarantor"), or (c) any other party we deem material to the transaction, in our sole and reasonable discretion, or (ii) you fail to execute or cause to be executed, or fail to release or cause to be released, or fail to deliver or cause to be delivered, any documents, instruments or agreements, including but not limited to releases, subordinations, UCC financing statements/searches, good standing certificates, evidence of authority, and landlord's/mortgagee's waivers, as we may reasonably require. You agree on represent all Equipment was selected by you based upon your own judgment and has been, or is being, supplied by the Dealer. You agree to pay us each Lease Payment and all other amounts that become due and payable under each applicable Schedule. The first Lease Payment is due twenty (20) days after the invoice dote on that invoice ond each subsequent
- 3. Equipment and Software. Equipment may contain or have software delivered with it. You agree that as to software only that (a) you will execute a separate license agreement with the Dealer or a third party for such software, and (b) we have no responsibility whatsoever for any such software or license agreement under this Lease. You agree the Equipment (including software) is for your business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.
- 4. Non-concellable Lease. NEITHER THIS LEASE NOR ANY RELATED SCHEDULE CAN BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF DEALER, ANY THIRD PARTY OR US.
- 5. <u>Lease Term.</u> The Initial Lease Term, which is indicated in any related Schedule, commences on the Inception Date. If, during the Initial Lease Term, you enter into a new Schedule for upgraded or replacement equipment that incorporates the remaining payments under the original Schedule, and the new Schedule is subsequently terminated, we may reinstate the original Schedule.
- 6. Payment of Fixed Purchase Amount. At the end of any Initial Lease Term set forth in a Schedule, provided that you are not in default thereunder, and amounts due thereunder have been paid in full, you have the option to purchase the Equipment under such Schedule for the amounts hown in such Schedule.
- 7. <u>Equipment Delivery and Maintenance</u>. Equipment (including software) will be delivered to you by the Dealer at the location specified above or in a Schedule. Equipment (including software) may not be moved to another location without first obtaining our written consent. You shall permit us to inspect Equipment and any maintenance records relating thereto during your normal business hours. Dealer has agreed to provide full service maintenance during normal business hours, including all toner, developer and parts necessary to produce images and or prints. You must purchase copier paper separately. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH SERVICE, REPAIR OR MAINTENANCE OF THE EQUIPMENT, THAT WE ARE NOT A PARTY TO ANY SERVICE MAINTENANCE AGREEMENT THAT YOU MAY HAVE ENTERED INTO WITH THE DEALER, AND THAT PAYMENTS HEREUNDER MUST CONTINUE UNABATED, AS PER SECTION 4 HEREOF, REGARDLESS OF DEALER'S PERFORMANCE. You agree to pay for service maintenance outside of Dealer's normal business hours for service required as a result of your negligence or misuse of the Equipment at Dealer's customary rates. You understand we are only acting as administrator for the Dealer with respect to the billing and collecting of the maintenance charges, including Images if applicable, and Excess Charges included in the Lease Payments. In no event will we be liable to you for any breach by the Dealer of any of its obligations to you.
- 8. <u>Equipment Ownership</u> <u>Labeling and UCC Filing</u>. Title to, and ownership of, the Equipment passes to you upon delivery thereof and you grant us a first priority security interest in the Equipment (including software) and all proceeds thereof in order to secure your performance of this Lease. You agree to keep the Equipment (including software) free from any liens or encumbrances and to notify us if there is a change in the jurisdiction of your organization. We may label the Equipment to identify our interest in it. You authorize us to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment...
- 9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLET OR PART WITH POSSESSION OF THE EQUIPMENT (INCLUDING SOFTWARE), THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ANY SCHEDULE (COLLECTIVELY "ASSIGNMENT") WITHOUT OUR PRIOR WRITTEN CONSENT. If we agree to an Assignment, you agree to pay the applicoble assignment fee and reimburse us for any costs we incur in connection with that Assignment. We may sell, assign or transfer all or any part of the Equipment, this Lease, any Schedule(s) and/or any of our related rights or obligations thereunder. For the express and limited purpose of pledging, assigning, hypothecoting, mortgaging, transferring, securitizing, granting participation(s) in, or otherwise disposing of this Lease or any Schedules hereunder, whether as chattel paper or otherwise, each Schedule designated as an original, together with a certified copy of this Lease, shall constitute a separate Lease for such purposes. Our assignee will have the same rights (but none of the obligations) that we have to the extent assigned and you agree not to assert against such assignee any claims, defenses, counterclaims, recoupments, or set offs that you may have against us. You agree and acknowledge that any Assignment by us will not materially change your obligations under this Lease.

Exhibit "B"

- 10. Toxes, You will be responsible for, indemnify and hold us 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 the Equipment (including software), this Lease, any Schedule, or the amounts payable under this Lease or any Schedule (collectively, "Taxes"), which will be included in our invoice to you unless you timely provide proof of your tax exempt status. If Equipment (including software) is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize us to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. In all taxing jurisdictions except CT, CO and OR, you shall file and pay all personal property taxes on the Equipment. In any taxing jurisdiction located within CT, CO or OR, we shall file, bill and collect from your account all personal property taxes on the Equipment.
- 11. Liability. SINCE WE ARE MERELY FINANCING THE EQUIPMENT AT YOUR REQUEST AND HAVE NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, CONFIGURATION, SALE, DELIVERY, INSTALLATION, MAINTENANCE OR USE, WE ARE NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT (INCLUDING SOFTWARE) OR ITS USE, WHETHER ARISING FROM TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL OR EQUIPMENT HEORY. You agree to reimburse us for, and to defend, indemnify and hold us harmless on on after-tax basis against, any costs, expenses, damages, fines, settlements, claims or liability arising out of or relating to this Lease or the Equipment (including software) or its use, including reasonable attorneys' fees and disbursements. This does not affect any liability from the Dealer or manufacturer of the Equipment and software.
- 12. <u>Equipment Warranty Information and Discloimers.</u> WITH RESPECT TO EQUIPMENT (INCLUDING SOFTWARE), WE DISCLAIM, AND YOU WAIVE, SOLELY AGAINST US, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTIABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND WE MAKE NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ITS SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. We hereby assign to you any warranty rights we have against any Dealer or manufacturer with respect to the Equipment and, if the Equipment is returned to us, such rights are deemed reassigned by you to us.
- 13. <u>Default and Remedies.</u> You will be in default under this Lease if (1) we do not receive any payment within ten (10) days after the date it is due, or (2) you breach any other obligation in this Lease or any other agreement with us. If you default, we may, in addition to other remedies (including having the Dealer cease performing Equipment maintenance), require you to promptly return the Equipment (including software) to a location we specify, at your expense, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due dote until paid at the rate that will be in accordance to the lows of the State of Texas covering state agencies and the applicable codes covering political subdivisions; (b) the Lease Payments remaining in the Initial Lease Term (less the fixed maintenance component thereof as reflected on our books and records), discounted at four percent (4%) per annum, and (c) Taxes. If you do not return the Equipment as required above, you agree to pay us the fair market value thereof as of the end of the Initial Lease Term, as determined by us, discounted at four percent (4%) per annum. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by us to enforce this Lease.
- 14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (including software) upon delivery. You, at your own expense, (i) shall keep Equipment insurance against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to us and our assignees, as their interest may appear, and shall be with companies reasonably acceptable to us. In addition, we and our assignees shall be named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for thirty (30) days prior notice to us of cancellation.

You must provide us with satisfactory written evidence of Required Insurance within thirty (30) days of the commencement of any Schedule or any subsequent written request by us. If you do not do so, then in lieu of other remedies for default, we in our discretion and at our sole option may (but are not required to) obtain insurance from an insurer of our choosing, which may be an affiliate of ours, in such forms and amounts as we deem reasonable to protect our interests (collectively "Equipment Insurance"). Equipment Insurance will cover the Equipment and us; it will not name you os on insured and may not cover all of your interest in the Equipment and will be subject to cancellation at any time. You agree to pay us periodic charges for Equipment Insurance (collectively "Insurance Charges") that include: an insurance premium that may be higher than If you maintained the Required Insurance separately; a finance charge of up to 1.5% per month on any advances mode by us or our agents; and commissions, billing and processing fees; any or all of which may generate a profit to us or our agents. We may add Insurance Charges ta the monthly rental charge as additional rent. We shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify us of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint us as your attorney-in-fact ta execute and endorse all checks or drafts in your name to collect under any Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) pay us (i) the Lease Payments remaining in the Initial Lease Term, both discounted at four percent (4%) per annum, and (ii) Taxes. No loss or damage to Equipment (including software), or our receipt of insurance proceeds, shall relieve you of any of your remaining obligations under this Lease or any Schedule. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x) or (y) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim.

You agree (i) to arbitrate any dispute with us, our agents or assigns regarding the Equipment Insurance and/or Insurance Charges under the rules of the American Arbitration Association in Fairfield County, CT, (ii) that arbitration (not a court) shall be the exclusive remedy for such disputes; and (ii) that class arbitration is not permitted. This arbitration requirement does not apply to any other provision of this Lease.

- 15. <u>Customer Purchase Order.</u> If a purchase order or other document is issued by you, none of its terms and conditions shall have any force or effect as the terms and conditions of this Lease exclusively govern the transaction documented herein. Our failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease.
- 16. Finance Lease and Customer Woivers. If this Lease is not characterized as a secured transaction, you and we agree this Lease (including each Schedule) is a "finance lease" governed by UCC Article 2A. To the extent you are permitted by law, you waive any rights you now or later may have under any statute or otherwise which require us to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment. or which may otherwise limit or modify any of our rights or remedies.
- 17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease and each Schedule, that the individual signing this Lease and each Schedule on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. By having your authorized representative sign this Lease and each Schedule, you agree to furnish financial information that we may request now and in the future, including your tax identification number, and you authorize us to obtain credit reports on you now and in the future.
- 18. Original Document. YOU AGREE THAT AN EXECUTED COPY OF THIS LEASE THAT IS SIGNED BY YOUR REPRESENTATIVE AND BY OUR REPRESENTATIVE (AN ORIGINAL MANUAL SIGNATURE OR SUCH SIGNATURE REPRODUCED BY MEANS OF A RELIABLE ELECTRONIC FORM, SUCH AS ELECTRONIC TRANSMISSION OF A FACSIMILE OR ELECTRONIC SIGNATURE) SHALL BE MARKED "ORIGINAL" BY US AND SHALL CONSTITUTE THE ONLY ORIGINAL DOCUMENT FOR ALL PURPOSES. ALL OTHER COPIES SHALL BE DUPLICATES. TO THE EXTENT THIS LEASE AND/OR ANY SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST THEREIN MAY BE CREATED EXCEPT BY THE POSSESSION OR TRANSFER OF THE COPY MARKED "ORIGINAL" BY US. NEITHER THIS LEASE NOR ANY SCHEDULE MAY BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITTING SIGNED BY US.
- 19. Jurisdiction Venue and JURY TRIAL WAIVER. THIS LEASE AND EACH SCHEDULE ARE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED, AND YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS... YOU AND WE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.
- 20. <u>Miscellaneous.</u> Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. The Lease Documents constitute the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. Notices to use shall be sent to our address provided above. Notices to you will be sent to the "Billing Address" provided above and notices to us shall be sent to our address provided above. Notices will be deemed given five (5) days after mailing by first class mail or two (2) days after sending by notionally recognized overnight courier. Invoices are not considered notices and are not governed by the terms hereof pertaining to notices. You authorize us to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. We will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit. is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by low is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will b
- 21 Nan-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the related Schedule effective on the first day of such fiscal period ("Termination Date") If: (a) you have used due diligence to exhaust oil funds legally available; and (b) we have received written notice from you at least thirty (30) days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate).

Xerox Financial Services LLC

Exhibit "B"

45 Glover Avenue Norwalk, CT 06856

Master Lease Schedule - Cost Per Copy



Fixed Purchase Option
(State and Local Governmental Transactions Only)

| Lease Agreement # 010-0116100 | | | | | Dealer Name: | | | | |
|------------------------------------|---|----------------|-----------------|---|-------------------|------------------------|---------------|-------------|----------------|
| | A WARRY | 3 | | LESSEE INFO | ORMATION | | | | |
| Full Legal Name | | | | | DBA | | | | |
| City of Ro | | | | | , | und Rock | | | True |
| Billing Addres | | | | | Round Ro | nck | | State TX | 78664 |
| Phone | | Contact Name | | | Contact Ema | | | Lessee PO# | 1.000. |
| (512)218- | | Allen Reich | | | | oundrocktexas.gov | | LESSEE ! ON | (Optional) |
| | | THICH HOLDIN | | EQUIP | MENT | | | | |
| Quantity | Model and Description | | | | Quantity | Model and Description | | | |
| , | See Schedule A | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Equipment | ocation (if different from Billing Address) | | | | | 1. 24 | | | |
| | PAYMENT AND FIXED PURCHA | | GE TYPE | IMAGES INC | THEE | EXCESS CHARGE | PRINTS IN | CLUDED | EXCESS CHARGE |
| IERIVI, | OPTION | ISE (IVIA) | GEITPE | IIVIAGES IIVC | LUDED | EXCESS CHARGE | PRINTSIN | CLUDED | EXCESS CHARGE |
| | | | 8&W | Pool: 29 | 2 690 | 40.0050 | | | 77 - 77 - 1887 |
| Initial Lease Term (in months): 60 | | | Color | | | \$0.0053 | + | | |
| | | | - | Pool: 94 | | \$0.037 | | | |
| Mor | othly Lease Payment: \$ 11,999 | 9.59 Every | day Color | N/A | | N/A | N/A | 1 | N/A |
| | o | | r Level 2 | N/A | | N/A | N/A | 4 | N/A |
| Purchase | Option/Fixed Purchase (Check (| | r Level 3 | N1/A | | NI/A | N/A | | 21/2 |
| = \$1 | .00 🔲 Fixed Purchase Amoun | it: | CCVCIS | N/A | 4 | N/A | 14/ | • | N/A |
| | | | | LESSEE AC | CEPTANCE | :====== | | | |
| BY YOUR | SIGNATURE BELOW, YOU ACK | NOWLEDGE THAT | YOU ARE ENTE | RING INTO A | NON-CAN | CELLABLE LEASE AND THA | T YOU HAVE RE | AD AND AG | REED TO ALL |
| | LE TERMS AND CONDITIONS SE | ET FORTH HEREI | N AND ON PAGE | | THE LEASE | | | | |
| Authorized Signer Date | | | Date | | | Federal Tax ID # (Re | equired) | | |
| X Print Name Title (Indicat | | | Title (indicate | (itle (indicate President, Partner, Proprietor, etc.) | | | | | |
| Frank Wallie | | | | True (marcate | r resident, r art | ner, rroprietor, etc., | | | |
| | | | | LESSOR AC | CEPTANCE | | | | |
| Accepted By | : Xerox Financial Services LLC | | Name and Title | | | 700 | Date | - | |
| | | | | | | ZA | | 02/04 | /2021 |
| | W | | | TERMS C. C. | CNDITION | · company come value | | | |
| | | | | TERMS & C | ONDITIONS | No. | | | |

Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and XFS, the terms and conditions of which are fully incorporated into this Schedule, you hereby (a) authorize XFS to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from XFS effective the Inception Date for the Initial Lease Term specified above, and (c) agree to pay XFS the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.

Xerox Financial Services LLC 201 Merritt 7 Norwalk, CT 06851

Equipment Schedule "A"



This Equipment Schedule "A" is attached to and becomes a part of the Agreement Number listed below, between Xerox Financial Services LLC and the undersigned Customer.

| Agreement Number: 010-0116100 | | | | |
|-------------------------------|--|----------|--|--|
| | EQUIPMENT | • | | |
| Quantity | | | | |
| | Xerox B8170H | | | |
| 1 | Xerox B8155 | | | |
| 5 | Xerox 3345DN | | | |
| 9 | Xerox C8155H | | | |
| 12 | Xerox C8135T | | | |
| 19 | Xerox C8145H | | | |
| 2 | Xerox C405DN | | | |
| | Xerox Instant Print Kiosk IPK7800HS | | | |
| | Epson SureColor T5270 | | | |
| | Xerox WC6515DN | | | |
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| This Sche | edule "A" is hereby verified as correct by the undersigned | Customer | | |
| Custom | er: | | | |
| | | | | |
| X: | | Date: | | |
| Authorized | 1 Signer | | | |
| Name: | | Title: | | |
| | | | | |

Xerox Financial Services, LLC 201 Memit 7 Norwalk, CT 06851

Device Schedule – Attachment "A"

| Unit No. | Location | Proposed Model | 60M Pymt/ Unit |
|----------|--|--------------------|----------------|
| 1 | CITY OF ROUND ROCK Administration #1; 221 E Main St Ste 3; Round Rock TX 78664 | B8170H2 | \$247.02 |
| 2 | CITY OF ROUND ROCK Administration #2 3rd Fl; 221 E Main St; Round Rock TX 78664 | C8155H2 | \$291.29 |
| 3 | CITY OF ROUND ROCK Finance - Business Center - 2nd Fl; 231 E Main St; Round Rock TX 78664 | CB155H2 | \$296.18 |
| 4 | CITY OF ROUND ROCK Finance #2 (Color) 2nd Fl; 231 E Main St; Round Rock TX 78664 | CB145H2 | \$228.89 |
| 5 | CITY OF ROUND ROCK Finance Municipal Court Ste 120; 301 W Bagdad Ave; Round Rock TX 78664 | B8155H2 | \$172.87 |
| 6 | CITY OF ROUND ROCK Finance Utility Billing 1st Fl; 221 E Main St; Round Rock TX 78664 | CB145H2 | \$224.00 |
| 7 | CITY OF ROUND ROCK Fire Oept - Central Station; 203 Commerce Blvd; Round Rock TX 78664 | C8145H2 | \$206.44 |
| 8 | CITY OF ROUND ROCK Fire Dept - Central Station; 203 Commerce Blvd; Round Rock TX 78664 | SCT5270 | \$225.66 |
| 9 | CITY OF ROUND ROCK Fire Dept - Station# 2; 200 W Bagdad Ave; Round Rock TX 78664 | B8155H2 | \$172.87 |
| 10 | CITY OF ROUND ROCK Fire Dept - Station# 3; 221 Sundance Pkwy, Round Rock TX 78681 | B8155H2 | \$172.87 |
| 11 | CITY OF ROUND ROCK Fire Dept - Station# 7; 2811 Oakmont Dr; Round Rock TX 78665 | B8155H2 | \$172.87 |
| 12 | CITY OF ROUND ROCK Fire Dept Station# 8; 1612 Red Bud Ln; Round Rock TX 78664 | BB155H2 | \$172.87 |
| 13 | CITY OF ROUND ROCK Fire Dept Station# 9; 2721 Sam Bass Rd; Round Rock TX 78681 | BB155H2 | \$172 87 |
| 14 | CITY OF ROUND ROCK Logistics; 3300 Gattis School; Round Rock TX 78664 | B8155H2 | \$172.87 |
| 15 | CITY OF ROUND ROCK Fire Dept-Station# 5; 350 Deepwood Dr; Round Rock TX 78681 | B8155H2 | \$172.87 |
| 16 | CITY OF ROUND ROCK Fire Dept-Station# 6 Bivd; 2919 Joe Dimaggio, Round Rock TX 78665 | B8155H2 | \$172.87 |
| 17 | CITY OF ROUND ROCK Fire Dept- Station #4; 1301 Double Creek Dr.; Round Rock TX 78665 | B8155H2 | \$172.87 |
| 18 | CITY OF ROUND ROCK General Services Vehicle Maintenance; 901 Luther Peterson; Round Rock TX 78665 | C8145H2 | \$202.31 |
| 19 | CITY OF ROUND ROCK General Services; Building Maint 212 Commerce Blvd; Round Rock TX 78664 | C8145H2 | \$202.31 |
| 20 | CITY OF ROUND ROCK General Services- Facility Maintenance- 2015 Lamar Drive, Round Rock, TX 78664 | WC651SDN (Current) | \$107.37 |
| 21 | CITY OF ROUND ROCK Human Resources Ste 100, 231 E Main St, Round Rock TX 78664 | CB14SH2 | \$206.44 |
| 22 | CITY OF ROUND ROCK Information Technology / 2nd Fl, 221 E Main St; Round Rock TX 78664 | C405DN | \$86.13 |
| 23 | CITY OF ROUND ROCK Library - Administration; 216 E Main St Fl 2; Round Rock TX 78664 | IPK7800HS | \$272.04 |
| 24 | CITY OF ROUND ROCK Library - Public Services; 216 E Main St FI 2; Round Rock TX 78664 | C8145H2 | \$224.00 |
| 25 | CITY OF ROUND ROCK Library - Public Services; 216 E Main St Fl 2; Round Rock TX 78664 | C8135T2 | \$194.21 |
| 26 | CITY OF ROUND ROCK PARD BACA Senior Center - Bidg 2; 301 W Bagdad Ave; Round Rock TX 78664 | C8135T2 | \$180 57 |
| 27 | CITY OF ROUND ROCK PARD Clay Madsen Rec Ctr Rd, 1600 Gattls School; Round Rock TX 78664 | C8145H2 | \$20644 |
| 28 | CITY OF ROUND ROCK PARD Dep Front Ofc Ste250; 301 W Bagdad Ave; Round Rock TX 78664 | C8155H2 | \$291 29 |
| 29 | CITY OF ROUND ROCK PARD Dept Back Ofc Ste250; 301 W Bagdad Ave; Round Rock TX 78664 | C8135T2 | \$184 70 |
| 30 | CITY OF ROUND ROCK PARD Yard; 300 5 Burnet St; Round Rock TX 78664 | C8135T2 | \$18057 |
| 31 | CITY OF ROUND ROCK PARD / Blvd; 3300 E Paim Valley; Round Rock TX 78665 | WC3345 | \$39.26 |
| 32 | CITY OF ROUND ROCK Planning Development Svcs Ofc Ste 140, 301 W Bagdad Ave; Round Rock TX 78664 | C8135T2 | \$204.74 |
| 33 | CITY OF ROUND ROCK Planning Ste 210, 301 W Bagdad Ave; Round Rock TX 78664 | C8135T2 | \$202.26 |
| 34 | CITY OF ROUND ROCK Planning - Bldg 2; 301 W Bagdad Ave; Round Rock TX 78664 | C8135T2 | \$184.70 |
| 35 | CITY OF ROUND ROCK Police Department - Criminal Invstn Div, 2701 N Mays St; Round Rock TX 7866S | C8135T2 | \$202.26 |
| 36 | City OF ROUND ROCK Police Department - Evidence; 2701 N Mays St; Round Rock TX 78665 | C813ST2 | \$180.57 |
| 37 | CITY OF ROUND ROCK Police Department - Intel; 2701 N Mays St, Round Rock TX 78665 | C8135T2 | \$180.57 |
| 38 | CITY OF ROUND ROCK Police Department - Narcotics; 2701 N Mays St, Round Rock TX 78665 | C8135T2 | \$180 57 |
| 39 | CITY OF ROUND ROCK Police Department - Patrol / Admln; 2701 N Mays St; Round Rock TX 78665 | C8145H2 | \$206.44 |
| 40 | CITY OF ROUND ROCK Police Department - Patrol; 2701 N Mays St; Round Rock TX 78665 | C8145H2 | \$206.44 |
| 41 | CITY OF ROUND ROCK Police Department - Records; 2701 N Mays St; Round Rock TX 78665 | C8145H2 | \$206.44 |
| 42 | CITY OF ROUND ROCK Police Department - Training; 27D1 N Mays St; Round Rock TX 78665 | C8145H2 | \$206.44 |
| 43 | CITY OF ROUND ROCK Police Department- Communications; 27D1 N Mays St; Round Rock TX 78665 | C815SH2 | \$291.29 |
| 44 | CITY OF ROUND ROCK Police Department Logistics; 2701 N Mays St; Round Rock TX 78665 | C815SH2 | \$291.29 |
| 45 | CITY OF ROUND ROCK Police Dept - Office Of The Chief, 2701 N Mays St, Round Rock TX 78665 | C8155H2 | \$308.86 |
| 46 | CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665 | C8155H2 | \$291.29 |
| 47 | CITY OF ROUND ROCK Public Safety Training Facility; 28D1 N Mays St; Round Rock TX 78665 | C815SH2 | \$291.29 |
| 48 | CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665 | C40SON | \$86.13 |
| 49 | CITY OF ROUND ROCK Public Safety Training Facility; 28D1 N Mays St; Round Rock TX 78665 | WC3345 | \$39.26 |
| 50 | CITY OF ROUND ROCK SMT Convention And Visitor Bureau-#15D; 231 E Main St; Round Rock TX 78664 | C8155H2 | \$291.29 |
| 51 | CITY OF ROUND ROCK SMT Multipurpose Complex; 2001 N Kenney Fort; Round Rock TX 78665 | WC3345 | \$39.26 |
| 52 | CITY OF ROUND ROCK SMT Sports Center - Gm Office; 2400 Chisholm Tri; Round Rock TX 78681 | WC3345 | \$39.26 |
| 53 | CITY OF ROUND ROCK SMT Sports Center -Admin Office; 2400 Chisholm Tri; Round Rock TX 78681 | WC3345 | \$39.26 |
| 54 | CITY OF ROUND ROCK Transportation 2nd Fi; 3400 Sunrise Rd; Round Rock TX 78665 | C8145H2 | \$206.44 |
| 55 | CITY OF ROUND ROCK Transportation Admin 3400 Sunrise Rd; Round Rock TX 78665 | C8145H2 | \$202.31 |
| 56 | CITY OF ROUND ROCK Utilitles - Admin 1st Fl; 3400 Sunrise Rd; Round Rock TX 78665 | C8145H2 | \$206 44 |
| 57 | C TY OF ROUND ROCK Utilities Environmental Svcs; 5200 N lh-35, Round Rock TX 78664 | 88155H2 | \$172.87 |
| 58 | CITY OF ROUND ROCK Utilities Operations LPC 3400 Sunrise Rd; Round Rock TX 78665 | C8135T2 | \$202.26 |
| 59 | CITY OF ROUND ROCK Utilities Water Line Maintenance; 910 Luther Peterson; Round Rock TX 78665 | C8145H2 | \$202 31 |
| 60 | CITY OF ROUND ROCK Utilities Water Systems Supprt, 5200 N Ih-35; Round Rock TX 78664 | C8145H2 | \$202.31 |
| 61 | CITY OF ROUND ROCK Utilities Water Treatment Plant; 5200 N Ih-35; Round Rock TX 78664 | C8145H2 | \$202.31 |
| 62 | CITY OF ROUND ROCK Utilitles Water Treatment Pint Blvd Admin Bldg; 3939 E Palm Valley, Round Rock TX 78665 | C8145H2 | \$206.44 |

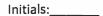


Exhibit "B"

Xerox Financial Services, LLC 201 Merrit 7 Norwalk, CT 06851

| Customer Approval: | XFS Approval: |
|--------------------|-----------------|
| Customer Signature | XFS Signature |
| | Thomas Lyle |
| Name | Name |
| | General Manager |
| Title | Title |
| | 02/04/2021 |
| Date | Date |

Managed Document Services Agreement Shaded areas for in-house use anly



| Order Date: | Contract No: | Customer | No: | Effective Date: | SK Trans # | | |
|--|-----------------------------|-----------------|----------------------------------|-----------------------|------------------------------|--|--|
| Service Location: Multi | ple Locations (use Location | n Schedule) | Bill To: | | | | |
| Name: City of Round Rock | | | Name: City of Round Rock | | | | |
| Address: Multiple- See Schedule | | | Address: 221 E. Main St. | | | | |
| City/State/Zip/County | | | City/State/Zip/Co Round Rock | ounty | | | |
| Contact: | Phone: (512)218-6682 | | Contact: Allen Reich | I I | | | |
| Hours of Operation: | Email address: | | Email address: areich@roundro | cktexas.gov | | | |
| | Se | e correspondin | g schedules(s) for inclu | ded equipment | | | |
| SPECIAL INSTRUCTIONS: | | | | | | | |
| Pricing & Contrac | t for the City of | Round Ro | ock is based o | ff of PACE P00 | 161 Cooperative Contract | | |
| | | | PROGRAM: | | | | |
| Includes all serv | ice, supplies and stap | les; paper is | excluded. Overage | es are billed quarter | y unless otherwise stated. | | |
| One Rate Pools | | | Office A (OA4) | Included Pages | Overage | | |
| Office A3 Included Pag (OA3) | es O | verage | Desktor (DSK) | - | Overage | | |
| Unlimited Program (A3/A | (4) | Other | | | | | |
| Unlimited B&W # of U | • | | | | | | |
| Production Pools | | | | | | | |
| Color B&W Allowance | Overag | ze | B&W (PBW | /) Allowance | Overage | | |
| (PC) Color Allowance | Overag | | Specialty Fi | nishing (SF) | | | |
| Volume Based (VB) | MFP B&W Allowance | 293,680 | Overage \$0.00 | 053 Color Allowan | ce 94,314 Overage \$0.037 | | |
| | MPS B&W Allowance | | Overage | Color Allowan | ce Overage | | |
| □ 00G □ P | PO B&W Allowance | | Overage | Color Allowan | ce Overage | | |
| | | PRO | GRAM MONTHLY BA | ASE: | | | |
| | onthly Service Rate: | | | | Billable Monthly \$ | | |
| AND CONTRACTOR OF CONTRACTOR O | signing below, you acco | ept all terms a | | | and on reverse of agreement. | | |
| Customer Signature: | | | Account Manager: | Betty Rice | Date: 02/23/2021 | | |
| Title: | | Date: | Credit Approva | l Signature: | Date: 02/23/2021 | | |
| Internal Authorization: | M | | Title: VP of Finar | nce & Administration | Date: 02/23/2021 | | |

Xerox Business Solutions SW 8200 H1 10 West Ste 400 San Antonio, TX 78230

Device Schedule – Attachment "A"

| Unit No. | Location | Proposed Model | 60M Pymt/ Unit |
|----------|--|--------------------|----------------|
| 1 | CITY OF ROUND ROCK Administration #1; 221 E Main St Ste 3; Round Rock TX 78664 | B8170H2 | \$247.02 |
| 2 | CITY OF ROUND ROCK Administration #2 3rd Fl; 221 E Main St; Round Rock TX 78664 | C8155H2 | \$291.29 |
| 3 | CITY OF ROUND ROCK Finance - Business Center - 2nd Fl; 231 E Main St, Round Rock TX 78664 | C8155H2 | \$296.18 |
| 4 | CITY OF ROUND ROCK Finance #2 (Color) 2nd Fl; 231 E Main St; Round Rock TX 78664 | C814SH2 | \$228 89 |
| 5 | CITY OF ROUND ROCK Finance Municipal Court Ste 120, 301 W Bagdad Ave, Round Rock TX 78664 | B8155H2 | \$172 87 |
| 6 | CITY OF ROUND ROCK Finance Utility Billing 1st Fl; 221 E Main St; Round Rock TX 78664 | C8145H2 | \$224.00 |
| 7 | CITY OF ROUND ROCK Fire Dept - Central Station; 203 Commerce Blvd, Round Rock TX 78664 | C8145H2 | \$206.44 |
| 8 | CITY OF ROUND ROCK Fire Dept - Central Station; 203 Commerce Blvd, Round Rock TX 78664 | SCT5270 | \$225.66 |
| 9 | CITY OF ROUND ROCK Fire Dept - Station# 2; 200 W Bagdad Ave; Round Rock TX 78664 | B81SSH2 | \$172.87 |
| 10 | CITY OF ROUND ROCK Fire Dept - Station# 3; 221 Sundance Pkwy, Round Rock TX 78681 | BB1SSH2 | \$172.87 |
| 11 | CITY OF ROUND ROCK Fire Dept - Station# 7, 2811 Oakmont Or, Round Rock TX 78665 | 881SSH2 | \$172 87 |
| 12 | CITY OF ROUND ROCK Fire Dept Station# 8, 1612 Red Bud Ln; Round Rock TX 78664 | 88155H2 | \$172 87 |
| 13 | CITY OF ROUND ROCK Fire Dept Station# 9, 2721 Sam Bass Rd; Round Rock TX 78681 | 881SSH2 | \$172.87 |
| 14 | CITY OF ROUND ROCK Logistics, 3300 Gattis School, Round Rock TX 78664 | B8155H2 | \$172.87 |
| 15 | CITY OF ROUND ROCK Fire Dept-Station# 5; 350 Deepwood Dr; Round Rock TX 78681 | 8815SH2 | \$172.87 |
| 16 | CITY OF ROUND ROCK Fire Dept-Station# 6 Bivd; 2919 Joe Dimaggio; Round Rock TX 7866S | 88155H2 | \$172.87 |
| 17 | CITY OF ROUND ROCK Fire Dept-Station#4; 1301 Double Creek Or.; Round Rock TX 78665 | 8815SH2 | \$172 87 |
| 18 | CITY OF ROUND ROCK General Services Vehicle Maintenance; 901 Luther Peterson; Round Rock TX 78665 | C8145H2 | \$202.31 |
| 19 | CITY OF ROUND ROCK General Services; Building Maint 212 Commerce Blvd; Round Rock TX 78664 | C8145H2 | \$20231 |
| 20 | CITY OF ROUND ROCK General Services- Facility Maintenance- 2015 Lamar Drive, Round Rock, TX 78664 | WC6515DN (Current) | \$107.37 |
| 21 | CITY OF ROUND ROCK Human Resources Ste 100; 231 E Main St; Round Rock TX 78664 | C8145H2 | \$206 44 |
| 22 | CITY OF ROUND ROCK Information Technology / 2nd Fl; 221 E Main St; Round Rock TX 78664 | C405DN | \$86 13 |
| 23 | CITY OF ROUND ROCK Library - Administration; 216 E Main St Fl 2; Round Rock TX 78664 | IPK7800HS | \$272 04 |
| 24 | CITY OF ROUND ROCK Library - Public Services; 216 E Main St Fl 2; Round Rock TX 78664 | C8145H2 | \$224 00 |
| 25 | CITY OF ROUND ROCK Library - Public Services; 216 E Main St FI 2; Round Rock TX 78664 | C813ST2 | \$194 21 |
| 26 | CITY OF ROUND ROCK PARO BACA Senior Center - Bldg 2; 301 W Bagdad Ave; Round Rock TX 78664 | C8135T2 | \$180 57 |
| 27 | CITY OF ROUND ROCK PARO Clay Madsen Rec Ctr Rd; 1600 Gattis School; Round Rock TX 78664 | C8145H2 | \$206.44 |
| 28 | CITY OF ROUND ROCK PARO Dep Front Ofc Ste250; 301 W Bagdad Ave; Round Rock TX 78664 | C815SH2 | \$291.29 |
| 29 | CITY OF ROUND ROCK PARO Dept Back Ofc Ste250; 301 W Bagdad Ave; Round Rock TX 78664 | C813ST2 | \$184.70 |
| 30 | CITY OF ROUND ROCK PARO Yard; 300 S Burnet St; Round Rock TX 78664 | C8135T2 | \$180.57 |
| 31 | CITY OF ROUND ROCK PARO / Blvd; 3300 E Palm Valley; Round Rock TX 78665 | WC3345 | \$39 26 |
| 32 | CITY OF ROUND ROCK Planning Development Svcs Ofc Ste 140; 301 W Bagdad Ave; Round Rock TX 78664 | C8135T2 | \$204.74 |
| 33 | CITY OF ROUND ROCK Planning Ste 210; 301 W Bagdad Ave; Round Rock TX 78664 | C8135T2 | \$202 26 |
| 34 | CITY OF ROUND ROCK Planning - Bldg 2; 301 W Bagdad Ave; Round Rock TX 78664 | C8135T2 | \$184.70 |
| 35 | CITY OF ROUND ROCK Police Department - Criminal Invstn Div; 2701 N Mays St; Round Rock TX 78665 | C8135T2 | \$202 26 |
| 36 | CITY OF ROUND ROCK Police Department - Evidence; 2701 N Mays St; Round Rock TX 78665 | C8135T2 | \$180 57 |
| 37 | CITY OF ROUND ROCK Police Department - Intel; 2701 N Mays St; Round Rock TX 78665 | C8135T2 | \$180 57 |
| 38 | CITY OF ROUND ROCK Police Department - Narcotics; 2701 N Mays St; Round Rock TX 78665 | C8135T2 | \$180 57 |
| 39 | CITY OF ROUND ROCK Police Department - Patrol / Admin; 2701 N Mays St; Round Rock TX 78665 | C8145H2 | \$206 44 |
| 40 | CITY OF ROUND ROCK Police Department - Patrol; 2701 N Mays St; Round Rock TX 78665 | C8145H2 | \$206.44 |
| 41 | CITY OF ROUND ROCK Police Department - Records; 2701 N Mays St; Round Rock TX 7866S | C8145H2 | \$206.44 |
| 42 | CITY OF ROUND ROCK Police Department - Training; 2701 N Mays St; Round Rock TX 78665 | C814SH2 | \$206 44 |
| 43 | CITY OF ROUND ROCK Police Department - Communications; 2701 N Mays St; Round Rock TX 78665 | C81SSH2 | \$291.29 |
| 44 | CITY OF ROUND ROCK Police Department Logistics; 2701 N Mays St; Round Rock TX 78665 | C8155H2 | \$291.29 |
| 45 | CITY OF ROUND ROCK Police Dept - Office Of The Chief; 2701 N Mays St; Round Rock TX 78665 | C8155H2 | \$308.86 |
| 46 | CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665 | C815SH2 | \$291.29 |
| 47 | CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665 | C8155H2 | \$291.29 |
| 48 | CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665 | C405DN | \$86.13 |
| 49 | CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665 | WC3345 | \$39.26 |
| 50 | CITY OF ROUND ROCK SMT Convention And Visitor Bureau-#150; 231 E Main St; Round Rock TX 78664 | C8155H2 | \$291.29 |
| 51 | CITY OF ROUND ROCK SMT Multipurpose Complex; 2001 N Kenney Fort; Round Rock TX 78665 | WC3345 | \$39.26 |
| 52 | CITY OF ROUND ROCK SMT Sports Center - Gm Office; 2400 Chisholm Trl; Round Rock TX 78681 | WC3345 | \$39 26 |
| 53 | CITY OF ROUND ROCK SMT Sports Center -Admin Office; 2400 Chisholm Trl; Round Rock TX 78681 | WC3345 | \$39.26 |
| 54 | CITY OF ROUND ROCK Transportation 2nd Fl; 3400 Sunrise Rd; Round Rock TX 78665 | C8145H2 | \$206 44 |
| 55 | CITY OF ROUND ROCK Transportation Admin 3400 Sunrise Rd; Round Rock TX 78665 | C8145H2 | \$202.31 |
| 56 | CITY OF ROUND ROCK Utilities - Admin 1st Fl; 3400 Sunrise Rd; Round Rock TX 78665 | C8145H2 | \$206.44 |
| 57 | CITY OF ROUND ROCK Utilities Environmental Svcs; 5200 N Ih-35; Round Rock TX 78664 | 88155H2 | \$172 87 |
| 58 | CITY OF ROUND ROCK Utilities Operations LPC 3400 Sunrise Rd; Round Rock TX 78665 | C8135T2 | \$202.26 |
| 59 | CITY OF ROUND ROCK Utilities Water Line Maintenance; 910 Luther Peterson; Round Rock TX 78665 | C814SH2 | \$202.31 |
| 60 | CITY OF ROUND ROCK Utilities Water Systems Supprt; 5200 N lh-35; Round Rock TX 78664 | C8145H2 | \$202.31 |
| 61 | CITY OF ROUND ROCK Utilities Water Treatment Plant; 5200 N lh-35; Round Rock TX 78664 | C8145H2 | \$202.31 |
| 62 | CITY OF ROUND ROCK Utilities Water Treatment Pint Blvd Admin Bldg; 3939 E Palm Valley; Round Rock TX 78665 | C8145H2 | \$206.44 |

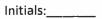


Exhibit "C"

Xerox Business Solutions SW 8200 H1 10 West Ste. 400 San Antonio, TX 78230

| Customer Approval: | XBS Approval: |
|--------------------|--------------------------------|
| Customer Signature | XBS Signature |
| | Doug Vroegh |
| Name | Name |
| | VP of Finance & Administration |
| Title | Title |
| | 02/23/2021 |
| Date | Date |

Initials:____