AM02 - Texas A&M University

P.O. Date: 9/20/2016

Purchase Order

Purchase Order Number

AM02-17-P032760

SHOW THIS NUMBER ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS.

V	Vendor Number: 00005419 Dahill
EN	8200 IH 10 W Ste 400 San Antonio, TX 78230
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R	

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

SH-P FO	INDUSTRIAL ENGINEERING Attn: Contact JAIME VYKUKAL at (979)458-2377 EMERGING TECHNOLOGIES BLDG 4062 3131 TAMU COLLEGE STATION, TX 778433131 US Email: purchasing@tamu.edu Phone: (979) 845-4570
BILL TO	ATTN: FMO Accounts Payable 750 Agronomy Road - Suite 3101 6000 TAMU Attn: Email invoices to invoices@tamu.edu Attn: Do not mail invoice if sending via email College Station, TX 778436000 USA Email: invoices@tamu.edu Phone: (979) 845-8362

Payment Terms: Net 30

Shipping Terms: F.O.B., Destination

Delivery Calendar Day(s) A.R.O.: 0

Freight Terms: Freight Allowed

Please login to Buy A&M to retrieve attachments associated with the Purchase Order.

Solicitation (Bid) No .:

Item #1

Contract Pricing Utilizing HCDE Choice Partners Contract #16/051DG

Distributor is: Dahill - A Xerox Company

809 University Drive - East Suite 100B

College Station TX 77840

Base Monthly Rate: \$459.57

60 Month Term

(2 each) Xerox Color C70 copiers to include the following:

- -Network Print, Copy; Scan to Email, Desktop or USB
- -75 ppm B&W and 70 ppm Color
- -250-Sheet Single Pass Duplex Automatic Document Feeder
- -500-Sheet Paper Tray (up to 12" x 18") -500-Sheet Paper Tray (up to 11" x 17")
- -Hi-Capacity Tandem Trays (2010 Sheets 8.5" x 11")
- -250-Sheet Bypass Tray
- -Business Ready Finisher with 3000-sheet stacker and 500-Sheet Top Tray, 2/3 Hole Punch and 50-Sheet Multi-Position Stapling

Maintenance Includes:

- -All B&W impressions billed per click quarterly at \$0.0085
- -All Color Impressions billed per click quarterly at \$0.04

All parts, labor, travel time, and supplies including staples - except paper

Document Type 9, Group Purchase Section Government Code Title10, Subtitle D, Sec. 2155.134. Group Purchasing Program

As stated in the solicitation document, Texas A&M cannot execute a tax-exempt bond form (IRS Form 8038GC) as it would violate our bonding rules

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability

Item # 2 Class-Item 985-27

(FY17) 2-Xerox Color C70

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
11.00	\$ 459.57	MO	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 5,055.27

Item # 3 Class-Item 985-27

(FY 18) 2-Xerox Color C70

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	
12.00	\$ 0.01	MO	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.12	

Item # 4 Class-Item 985-27

(FY 19) 2-Xerox Color C 70

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	
12.00	\$ 0.01	MO	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.12	

Item # 5 Class-Item 985-27

(FY 20) 2-Xerox Color C70

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
12.00	\$ 0.01	МО	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.12

Item #6 Class-Item 985-27

(FY 21) 2-Xerox Color C70

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	
12.00	\$ 0.01	MO	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.12	

Item #7 Class-Item 985-27

(FY 22) 2-Xerox Color C70

Quantity	Unit Price	ИОМ	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 0.01	MO	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.01

TAX:

\$ 0.00

FREIGHT:

\$ 0.00

TOTAL:

\$ 5,055.76

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes. State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: Patty Winkler

Email: p-winkler@tamu.edu Phone#: (979) 845-4556

BUYER

Copier Usage Agreement



FOR TAXABLE \$1.00 STATE OR LOCAL GOVERNMENTAL TRANSACTIONS ONLY

1								
Customer's Full The Tex	as A&M U	niversity System						
		sty, College of Engineering, strial & Systems Engineering,	3131 TAMU "	Dahill	Office Technology Corporation			
College ((77843-3131		Address				
Telephone Number Federal Tax ID #: County; 979-845-5531 Brazos			1		erzipcode: ege Station, TX 77845			
EQUIPMENT	INFORMATIO	NE See Attached Equipm	nent Schedule		adion (if different than address shown above): ST, COLLEGE STATION, TX 77843 (ETB BLDG 0270 - ROOM 4030 & 4076)			
Quantity	Equipment Wa	ke, Model & Serial Number (F	ециілед)	Quantity	Equipment Make, Model & Serial Number (Required)			
2		Xerax Color (270					
TERM AND	PAYMENT INF	DRMATICN: Term: 60	months	•	ment Per Payment Period: \$ 459.57			
				Cueck tiers) if Minimum Payment includes sales/use tax.			
Image Typ	DE	Images Included Per Payment Period	Excess Per Image Charge	Payment Peri	od is "Monthly" unless noted here:			
Black & Win		0	\$ 0.00B5 \$ 0.04	Excess image charges billed "Quarterly" unless noted here:				
Advance Po Security De	ayment \$	e for additional meters. applied to 1st N	inimum Payment 🔲 Last Mini	mum Payment	1st and Last Minimum Payments			

Agreement No.

In this agreement (as amended from time to time, the "Agreement", "You", "You", and "TAMAU" mean the customer named above. "We," "Us" and "Our" mean the owner, DAHILL, INC. "Supplie" means the equipment supplier named above. You accommended only a present that this Agreement represents the complete and exclusive agreement between You and Us. This Agreement can be changed only by written agreement between You and Us. This Agreement can be changed only by written agreement between You and Us. Other agreements not stated havein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Agreement and are not binding on Us.

- 1. LEASE OF EQUIPMENT. You agree to lease from Us the personal property listed above (together with all existing and tuture accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement will begin on a data designated by Us after We eccept and sign this contract (reterred to herein as the "Commencement Date"). This Agreement will continue for the bulk term set forth above (the "Ferm") and is mon-cancelable for the Nit Term, subject to Section 14 below. Subject only to Section 14 below. To upmanise to pay to Us the Minimum Paymants in accordance with the payment schedule set forth above, plus all other amounts stated herein, through the full Term. This Agreement is binding on You as of the data You sign it. After You sign it.
- 2. CASH PRICE: TIME PRICE. You egree that prior to entering into finis Agreement, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Prices") to Us in installments over the Team. The Time Price equals the Equipment Profice of each Minimum Payment shows above multiplied by the total number of Minimum Payments to be paid over the Team. You agree that the Time Price does not include interest. However, if the Time Price should be determined to include interest, then you agree, that with respect to the Equipment (to the Equipment Profice of each Minimum Payment includes an amount of pre-computed interest, stabilisted to be paid over the Team is to be calculated by subtracting the amount we pay the Seller ("Our Investment") trans the Time Price, (a) the amount interest are desired applicable to this transaction is the rate that will amortize Our Investment down to zero by applying the Equipment Profice of all Minimum Payments as payments (and this rate calculation method essuances that each periodic Minimum Payment is received by Us on the due date), and (in) none of the tests or costs we may charge You pursuant to this Agreement (including but not imited to check-dishonar fees, UCC fining fees, late fees, documentation or processing fees) shall be deemed to be interest. Late fees shall be paid in accordance with the Texas Prompt Payment Act.
- 2. EQUIPMENT SERVICE: SUPPLIES: YOUR UNCONDITIONAL, OBLIGATIONS. The Supplier named above has agreed with You to provide Equipment service during normal business hours and to provide You with all tones, developer and parts necessary for You to produce images, all of which are included in the Minimum Payment, However, You agree that (a) You must separately purchase of the supplies, including, without finitiation, copier pape, at Your own cost, and (b) You must separately purchase as of the supplies equived by Your missues provide you must separately purchase and independent or believe the manufactures and any deriver various, parts or supplies required by Your missues of the Equipment or believe to follow the manufactures are supplied use instructions. You agree hist. (i) We are a separate and independent company from the Supplier, manufacturer and any other various (calculating an No. and no Vendor has eathering to waite any term of this Agreement, (ii) You with any Equipment service, parts or supplies (including any service, parts or supplies, such combact is NOT part of this Agreement (in the Companies) or the companies of the Supplier of the Supplier will excuse the Supplier will excuse or fulfill any other others to order the supplier or supplies (including any service, parts or supplies). TAMU appeals in the Equipment is unsatisfactory or it any Vendor lasts to provide any services or fulfill any other others have not only to the Supplier will excuse to take parts or supplies (including any service, parts or sup
- 4. IMAGE CHARGES. Each Payment Period. You some to pay Us, by the due date set forth on Our invoice to You (i) the Minimum Payment shown stove, (ii) the explicable Eurosa. Per-image Charges for each images in causes. It has applicable to the applicable to the explication number of images in cluded. There are no "predict" that carry over from any Payment Period during which You make tewer than the applicable insurter of the ages Included. You spree that We may increase the Minimum Payment Period which included in the provide Us to the provide Us the specificable Eurosa Per-Image Charges once each year during the Term of the Agreement, by an amount not to exceed 10% per year. At Our option, You will (a) provide Us by stephone or faccinitie with the actual mater readings when We so request, (b) allow Us to attach an eutomatic mater reading device to the Equipment, or (c) allow Us excess to the Equipment to obtain mater reading of evice. If We request You to provide Us with mater readings and You fail to 6 so within 7 days of Our request, then (i) We now estimate the number of images made and invoice you escondingly, and (ii) We will educate the estimated charge for excess images upon receipt of actual mater readings. Restrictive endorsements on checks will not be brinking on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. All payments shall be made in accordance with the Texas Prompt Payment Act, Texas Covernment Code Chapter 2251.

 Lette fees shall be paid in accordance with the provisions of the Texas Prompt Payment Act.
- 5. <u>INDESTRIFTCATION.</u> To the extrent permitted by applicable law, and provided You have legisly evaluable funds for such purposes, You shall indernoisy and detend Us apaired, and hold Us harmises for, any and all claims, actions, damages, isolations, losses and costs (including but not limited to reasonable elitomeys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, purposession, ownership, use, loss of use, defect in or malbundlion of the Equipment. This obligation shall survive the termination of this Agreement. TANKU agrees to the torregoing section to the extent permitted by the Constitution and less of the State of Times.
- 6. NO WARRANTIES; TITLE; SECURITY INTEREST. WE ARE PROVIDING THE EQUIPMENT TO YOU "AS 15". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, DOPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLIDING WITHOUT LIMITATION, THE MIPHED WARRANTIES OF MERCHANTABILITY AND HITNESS FOR A PARTICULAR PURPOSE. We hereby treatise to You, without procures to Us, all automotically transferable warranties, if any, meds to Us by the Vendority of the Equipment, three others invested by the laws of the State in which You are located, upon acceptance of the Equipment (excluding any software) straft vest in You, subject to Our injuts under this Agmentant, provided but the shell thereafter immediately such without any software) straft vest in You, subject to Our injuts under this Agmentant, provided but the shell thereafter immediately such without any software straft to Us, and You shell immediately surrounder possession of the Equipment to Us, upon any termination of this Agmentant other than a purchase by You of the end of the Term. To the extent permitted by the Constitution and lews of the State of Texas, to secure Your obligations hereander to Us, You have passed in the Equipment and all though to be record and amend, if appropriately Uniform Commental Code (TUCC) interacting statements in order to perfect such security interest has been learningford in accordance with Section 14, You shall purchase our land of the Term, provided, however, We shall not be required to release Our interest in the Equipment for the Output have paid to Us, and other smooths then due and own to hereaver.

- DELIVERY, LOCATION, ON REPSHIP, USE MAINTENANCE OF EQUIPMENT, We see and responsible for dedney or installation of the Equipment, You are responsible for Equipment, You are responsible for Equipment, does not provide the same. You will not concern the Equipment from the responsible to entainly this arm recovery software became expressors with the comes or ficancers (ii). You shall comply with the terms of its est, expressors, (iii), and (iv) became (i) established by the under this Agreement. You agree that the Equipment is and shall remain persons properly. Without Our price without our price for you then not person (ii) established to make properly on the contract of the person of t मनाक्षेत्रे ध्यावेक्ष्य, व्यवेष्य स्ट operation menuals, sombine contracts (if enly) and insurance requirements, and shall not make any permanent alterations. All Your own cost, You will been the Equipment in proof equipment of and y
- LOSS; DAMAGE: (RSURARCE. You she), at all limes during lifes Agreement (i) bear the risk of loss and damage to the Equipment and shall continue periconing at Your objections to the wear if Episcopies democrator surface. a box (i) they the Equipment instanced expense self inside of consequenced that Expense is a second expense of the Entering of the Texas ASAN Conversion Systems (Systems of the Systems o හැර ස හරු සඳ පේ රියාපත් හා ගිය ස්ගපාසේගෙන් කිසිය.
- ASSIGNATION, You shall not sell, treaster, exchang a characters encurs a project for manager of treaster of treaster of treasters and for the project of a part values con a part values consist with many executive project. notice to You, Triscater Our internests in the Equipment and/or this Agreement, in whose or in past, to a third party (a. "New Corner"), In which case the Mear Corner will, to this extent of such Trincater, have all not relieve Us of Cour distinguishers have any partiam Our chiquidisms (if any). Any Transfer by the will not relieve Us of Cour distinguishers have any of a special to be least appearant to be New Corner any claim, defense or offset You many have appeared to.
- TAXES AND OTHER FEES. The paries has no contemptate first his Equipment will be used for a construented purpose and first this Equipment will be extend from all texts presently assessed and lavied with respect to personal properly. In the event that the loss, possession or exquisition of any Equipment is found to be adopt to traction in any tom (influence, without influence, without influence), but on the property trace, and continuence to be leaving any continuence of the continuence of Charges"). As an apency of the State of Team, TAMI is the examp!
- 11. DEFAULT. You will be in details because if You (1) his to pay any amount due hermander within 15 days of the due date, (2) breads or elizable to beach, any other term, representation, or coverance as forth herein or in any other agreement between You and Us. (3) due (6 You are an excivitable), or cut of business or commence describing proceedings. (4) because incovered admit Your institute to pay Your dates, make an excipational for the benefit of Your conditions (or extension and a support of the approximation of a receiver, business or liquidates, or (5) suffer an adverse change in Your financial condition and, its a result timeral to first any distances. We clean Courselves insertine, I You detail, We may do any or all of the television, I'A) course this American (B) persons you to return the Emissional course and the may do any or all of the television. I'A) course this American (B) persons you to return the Emissional course and the may do any or all of the television. I'A) course this American (B) persons you to return the Emissional course and the may do any or all of the television. I'A) course this American (B) persons you to return the Emissional course and the may do any or all of the television (B) persons you to return the Emission (B) persons you to return the course of the may do any or all of the television (B) persons you to return the course of the may do any or all of th Section 12 below, (C) bits procession of exists render the Employment (activiting any socious) unreaded (section for more section) unreaded (section for more section fo Revinous Payments and other emounts their state and past due, (ii) all promising Maximum Payments for the consonier of the Territ, (iii) the resident value of the Engineers estimated by Lis of the incompany of this Appendix (ive sources) and the Territ (iii) the consonier of the Appendix (iii) and the Consonier of the Consonier of the Appendix (iii) and the Consonier of the Con remains one constant one constant of the const ights under this forecastal sizes and constitute a water thereal. Was shell not be little for any losses, directly or industrily existing out of, or by reason of the presence another use of any end as proprietary information resisting on or within any refund to the constant of the The remains of fair from an armising set in sufficient and the profuse but the profuse of the remains of the from an armising set in sufficient and the profuse but the profuse but the profuse of the sufficient and t
- t2. <u>PETTING OF EQUIPMENT</u>. If You are mapping to return the Equipment under fats Agreement, You stable of Your expenses, profitting upon demond, send the Equipment is any incentionally that We may designed.

 The Equipment must be purposely protect for styroment, begint prepared and fifty insured, and must be received to Good Condition (defined in Section 7 above). If the Equipment is not received within 15 days of the date of demand. You appear to condition paying (Animann-Peyments and all other annuals dust beneated with the Equipment is received by Us.
- APPLICABLE LAY: 62-VERABULITY. This American shall be powered by the least of the Sons in which You are located. Each process, from single be interpreted to the maximum crient possible to be enforced to the sons of the son tex. If any provision is construed to be imentiousable, such provision shall be instantive only to the extent of such unsafere exhibite without marketishnes the remainder because
- NOK-SFPROPRISTION OF FUNDS. Performance by You under this eprecessed may be depended uson the appropriation and electrons of three by the Texas Such Empiricans (but Texasistum). If the Legislature has to what to the harmonist for the harmonist fo
- ADDITIONAL REPRESENTATIONS. In microin to line other representations, made by You as set took in this Agreement, You be taky represent, who its first [a] You have the power and authority under expectable law to The state of the s

State Contracting Repringments: uant Chieb Support Ordinasiane. Umber Section ZSLOB6, Tesses Forthy Code, the vendor or applicant certifies that the individual or business entity named in his contract, tick, or application is not insighted to receive the specified

grand, latar, or payment and actionomissipes that this constact may be terminated and payment may be withhold If this conflictation is inaccounts.

Payment of Dear or Definitionary to the State. Pursuant to Section 255-911, Texas Government Code, Supplie squase that any payment owing to Supplier under this Agricument may be applied directly investo cartain debts or

desimplences that Supplier course the State of Tense or say specing of the State of Tense or say specing or say spec

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Public Information. Suppler economissions and payment withhold in the continuous in inscription and inscrip

States Auditor's Office. Supplier renderatends find, exceptance of hands under that Agreement constitutes exceptance of the underly of the Tesus State Auditor's Office, or any recoverage agreemy extended the sunt of investigation in connection with these hands pursuant to Section 51.5335(6). Tesus Education Code. Supplier agrees to competite with the Auditor in the cardiac of the sunt or investigation, including without limitation, providing affine controlled and con

Venue, Fuscust to Section E. F.E. Trees Education process provided in Chapter 2286 of the Tester Consumer Costs to Scheme to resource a distinguish must use the Section E. F.E. Trees Education Costs, vanue for any self-field speint TAMI shall be in Busses County, Tester.

Dispute Resolution. Supplier must use the dispute resolution process provided in Chapter 2286 of the Tester Consumer Costs to Scheme to resource a distinguish under first Agreement and it is required prerequeste to the in entrations will Chapter 107, Texas Carl Practices and Remarker Circle. Supplier must solving written notice of a claim of breach of contract in the University Contract Office. FAMAL Not - Walker. Supplier expressly extensive-days the TAMAL of its right to claim such exampliance, privileges, and

MISCE LANSOUS. This Apprendictions be executed in counterpasts, each of which size to deemed an original, but air of which topeins shell countering the parts document. You executed the counterpasts, each of which size is of this Agreement and oppose had a tectanic or other copy containing Your least or copied signature may be breated as an original and will be entirectable as entirected or this Agreement. You waive nation of recent of a copy of this Agreement with Our original signature. You benefit represent to this first Agreement is legalar banking and entorcection against You is accordance with its feature.

BY SIGNING BELOW, CUSTOMER, ACKNOWLEDGES RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREES TO THE TERRISON ALL PAGES.

	NAME OF TAXABLE PARTY OF TAXABLE PARTY OF TAXABLE PARTY OF TAXABLE PARTY.	
Lecte		Accepted by BAHILL OFFICE TECHNOLOST CORPORATION
BY X / SUNL = 722	Date: 9 14 2016	By: V
Print name: DEAN K. ENOUS	THE EXEL DIE.	Date: 9/12/20/60 0
Attest X	- Commission of the said of	

3 dahill

SALES ORDER

Austin 512-836-2100 · Houston 713-329-9909 Bryan/College Station 979-774-2200 · Luredo 956-724-8188 Curpus Christi 361-289-0900 · San Antonio 210-805-8200 Harlingen 956-425-3010 · El Paso 915-595-2250 · Waso 254-74}-1458

00084506

Page: 1 of 2								
SHIP TO				BILL TO				
Customer Name College of Engineering, Depar	runent of Industrial and	Systems Engineering		Customer Name TEXAS A&M UN	IVERSITY - Financial	Mgmt Operst	ions	
Address 3131 TAMU College Station	TX 77843-3131			Address 750 AGRONOMY	RD Suite 3101 COLL	EGE STATIO	N TX77843-6000	
Point of Contact Rick Aderboil				Contact Phone No Plane: 979-458-23				
						1		
Order Date/Cust PO#: 09/01/2016 /	Rep: Brien Wiggins	Meter	Read:		Install Date:	P	ickup Date:	
IT INSTALL SURVEY N-HOUSE DEMO Shaded Areas for In-l N-New, R-Refurbished	On-site it stairs electrical House Use Only		SHIP IN	rnge Tro	TIONAL ACCOUNT/RE LDE-IN ANER ALER SPLIT	TURN		
EQUIPMENT AND	ACCESSORIES	(See Equipment List	for C	omplete Breakdown	of Models and Ad	ccessories,)	
Qıy Pre	àuct Number/Model/I	Description	N/R	Serial No.	Equipment III.	1	Meter	Price
2 XC702-TX A&M Co	llege Station Only							inel
497K.06770-C	CHAN FAX INSTA				•			incl.
497K67290-Left Side UI Mounting Kit and Wing Table								Incl.
497K06450-F	'astscript Kit							incl
008R12990-V	WASTE TONER BOTT	LE						incl
320S00786-E	illing Impression Mod	e Kit						incl.
097S04605-F	ull Color Web UI 10.4	SVGA						incl
097504610-1	ertical Transport							lncl.
097s04651-7	0/75 Speed Kit (incl pi	, name plate & cust d						Incl.
097s04617-0	60 & C70 Business Re	ady (BR) Finisher with 2/						lncl.
497K08250-	Line Fax Kit Bundle	(497K08250, 497K06770)						incl
097804655-0	C60 & C70 DMP integr	rated Color Controller wi						Incl.
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Comments:								
Customer Acceptance		Title		Date:	Credit Approval	Date	Sub-To Sales T	
Account Manager		Date		Date	Manager Approva	ı	TOTA	AL NI

SALES ORDER - ADDITIONAL TERMS AND CONDITIONS

- 1. Equipment. Dahiil ("Selier") agrees to sell, and Buyer agrees to buy, the equipment ("Equipment") set forth on the first page of this Sales Order. This Sales Order (the "Agreement") shall become binding only after it is signed by Selier at its home office. This Agreement is written in plain English. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.
- 2. Transfer of Title, if this is a cash transaction, title shall pass to you when the cash transaction is paid in full, if the sale is funded by a finance lease transaction, title shall pass to the leasing company when the sale's transaction is funded. Buyer acknowledges that until such time that this transaction is paid in full, Sellar continues to own the Equipment and hareby grants, to the extent necessary for Salier to protect its ownership interest, a security interest in (a) the Equipment (to the extent of your interests in the Equipment), (b) anything attached or edded to the Equipment et any time, (c) any money or property from the sale of the Equipment, and (d) any money received (and an assignment to receive money), from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement is modified in any way. You hareby irrevocably appoint Sellar (or or Salier's agents) as your true and lawful attorney in fact to effix your signature to any UCC financing statements prepared and filed by, or on behalf of Selter and Buyer authorizes Sellar (or Selter's agents) to file at any time and from time to time all appropriate or desirable financing statements, amendments and continuation statements which shall have the same force and effect as if you had signed such financing statements. Upon Seller's request, Buyer agrees to sign the financing statements in order for Sellar's security interest. Upon Seller's request, Buyer agrees to promptly provide Sellar with all information necessary to enable Seller to perfect such filing.
- 3. Statement of Work. This "Statement of Work" defines the scope of the services to be provided in the delivery and installation of the Equipment. Seller agrees to perform the following work: (a) remotely install print drivers on up to 5 desktop PCs or a Print Servar for the device(s) purchased by the Buyer, and (b) sel-up of up to 5 PCs to scan via FTP or SMB or via e-mail if an on-site exchange server is available. Seller is not responsible for the following work: (a) making changes to Buyer's natwork environment, server operation, or e-mail server; (b) making changes to any server or desktop applications like firewalls or anti-virus software; (c) making any changes not approved by Buyer's external or internal IT department; and (d) installation of any software that is not included with the MFP or printer being installed.
- A. Binding Agreement. This is a binding agreement and it is non-canceliable. This Agreement is a final sale, and not a sale on approval or on a trial basis. You agree that your obligation to pay Seller under this Agreement is unconditional and independent of (a) approval or disapproval of financing to fund this transaction, (b) any other agreements Buyer has with Seller, and (c) any other agreements Buyer has with Seller, and (c)
- 5. Delivery Delays. Sellar shall not be liable for failure to deliver or for delays occasioned by causes beyond Sellar's control, including but not limited to, strikes, non-delivery or delays by shippers, carriers, or others, or by accidents, acts of government, or terrorist related acts.
- 6. No Warranties. Other than the obligations set forth herein and any manufacturer warranties that may apply, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED,
 INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO ANY MANUFACTURER
 WARRANT THAT MAY EXIST, THE EQUIPMENT IS PURCHASED "AS-IS."
- 7. Limitations of Liability. SELLER SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, OR RELATED TO, THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT IN ENTERING INTO THIS AGREEMENT BUYER DID NOT RELY ON ANY WRITTEN OR ORAL COMMINCIATIONS, REPRESENTATIONS, OR GUARANTES (INCLUDING BUT NOT LIMITED TO BROCHURES OR PROPOSALS) NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. IN MAKING BUYER'S DECISION TO ENTER INTO THIS AGREEMENT, BUYER AGREES AND REPRESENTS THAT BUYER RELIED ONLY ON BUYER'S OWN INVESTIGATION REGARDING THIS AGREEMENT'S SUBJECT MATTER AND THE INFORMATION CONTAINED HEREIN.
- 8. Indemnity. Until such time that this transaction is paid in full, Buyer agrees to indemnity, defend and hold Selier hermless from any and all claims, demands, activities, suits, allegations, actions, or causes of action arising from or incident, whether directly or indirectly, to any misconduct, negligence, representation, or omission on the part of Selier, or anyone acting on Selier's behalf, in the conduct of its/their duties or any conduct outside the scope of its/their duties which may give rise to liability or potential liability on Selier, its subsidiaries, affiliates, directors, officers, agents, representatives, attorneys, employees, successors or assigns.
- 9. Applicable Law, Venue; Jury Watver. This Agreement shall be deemed fully executed, performed, governed, and construed in, and under the laws of the State of Texas. You agree that performance of your payment obligation under this Agreement shall be in San Antonic, Texas. BUYER AND SELL HEREBY WAIVE OUR RIGHT TO A TRIAL BY JURY.
- 10. Severability, if any provision of this Agreement is held unenforceable then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- 11. Merger, integration. This Agreement, once accepted by Seller, contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings with respect thereto. This agreement may only be modified by a written document duty exercised by the parties.
- 12. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 13. End Agreement.

Full Service Agreement Shaded areas for in-house use only



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In this agreement, the words 'you' and 'you' refer to the Customer. The words 'we,' 'our' or 'us' refer to Dahill. The word 'parties' refer to you and us. The word "Agreement' refers to this Maintenance Agreement. The word 'Supplied' refers to the seller of the Equipment. The word 'Equipment' refers to the Equipment' refers to the Equipment identified above or in Exhibit A and which is covered by this Agreement. The word 'Lease' or 'Lease Agreement' refers to a lease that you have with a third party (or a Lease or Rental Agreement that you have with us provided a separate Lease or Rental Agreement is executed between you and us). This Agreement is written in pian English. Every attempt, has been made to eliminate confusing language and create a simple, easy-to-read document.

- 1. Agreement for Service. This Agreement is for the maintenance and service of the Equipment. This is not an agreement for the lease or for the purchase of the Equipment. We agree to maintain and service the Equipment and you agree to pay us for that maintenance and service. Unless otherwise provided herein, this Agreement is non-cancellable. This Agreement applies only to the service of Equipment, not software.
- 2. Service Guarantees. This Agreement does not include any guarantees unless stated on the front page of this Agreement. If a service guarantee is included in this Agreement, it shall apply only if the Equipment is operated within the following guidelines: (a) the Equipment is used in a climate controlled environment and free from excessive dust and ammonia furnes; (b) the Equipment is used and operated according to the manufacturers specifications; (c) the Equipment is operated within the specified contractual volume limitations; (d) only supplies that meet the manufacturer's required specifications are used; and (e) the Equipment is operated on an isolated electrical line. We guarantee to perform service in a good and workmanlike manner. This paragraph contains the only guarantees we ofter.
- 3. Commencement of Agreement. This Agreement becomes valid upon execution by us, and our mutual obligations commence when the Equipment is delivered to you, installed, and determined by you to be in good working condition. The Equipment will be considered in good working condition unliess you notify us in writing within three (3) calendar days from the date of delivery that you do not accept the Equipment, that you wish to return it, and you specify the detect or malfunction.
- 4. Term; Automatic Ranewal. The "initial Term" of this Agreement is for a period equal to the term of any Lease Agreement that you have with the Equipment; or for a period of welve (12) months if the Equipment is not subject to a lease of the term of the Lease does not exceed these (12) months. Unless You notify us in writing at least story (50) days before the end of the initial or any renewal term, that you intend not to renew this Agreement, then; (a) this Agreement shall automatically renew for an additional one-year period (a "Renewal Term") and (b) the payment and other terms of this Agreement will continue to apply.
- 5. Service Payments. In consideration for our obligations under this Agreement, you agree to pay us for each service period the amount listed above and by the due date set torfs on our invoice to you: (i) the Monthly Bese Maintenance shown above; (ii) the applicable between the reach metered image in excess of the applicable number of the Included Impressions; (iii) any other costs for non-covered parts, supplies, and shipping and delivery fees and charges; (iv) applicable taxes and late fees; (v) and any other charges provided for herein. You agree that the monthly base amount(s) is(are) a minimum payment that you agree to pay even if you do not make the stated number of Included Impressions. You agree that we may, in our sole discretion, increase the monthly base amount(s) and the Overage Rate specified above once each year during the Initial Term and once each year during any Renewal Term, by an amount not to exceed 3.5% per year. You agree we may apply any base and overage payment first to any pasi-due amount owed. All payments made under this Agreement are non-refundable.
- 6. Parts; Supplies;. Unless otherwise stated above, the Supplies covered under this agreement are toner, PM kits, and developer. Staples and paper are not covered. All other parts and drums are included, unless the need for replacement to the result of your misuse or abuse. This Agreement does not cover any of the following: (a) damage to the Equipment caused by misuse, regiligence, or intentional acts; or (b) repairs and parts necessitated by operation of the Equipment outside the service guarantee guidelines.
- Limitations of Service. Connected Equipment will be covered up to the computerinetwork
 connection. Service calls produced by computerinetwork problems may be billed at our hourly rate.
- Late Charges. If you do not pay all charges by the due date specified on an invoice, or within 30 days from the date of the invoice if it does not specify a due date, you agree to pay a late terequal to 10% of the amount due under the invoice.
- 9. Meter Collection. You agree to comply with our billing procedures, including but not limited to, providing us with monthly meter readings for each Equiliment item. We will provide, at no cost to you, automated meter reading technology that will enable automate periodic meter readings. However, if you elect not to use this technology, for each non-automated meter read, you agree to pay \$25 per device in addition to the periodic service payments stated above.
- 10. Service Hours. Our "Standard Service Hours" are Montay-Friday, 8:00 a.m. 5:00 p.m. local time. If you request service to occur outside standard hours, it will be provided within forty-eight hours after receiving such notice and with the following additional charges at a rate of: (a) one and one-half the prevailing hourly rate; and (2) twice the prevailing hourly rate if service is requested to occur after 5:00 p.m. on a Sunday or any time a holiday.
- 11. Relocation. In the event you relocate the Equipment outside our service area, we shall have the sole right to either locate another qualified dealer to provide service for the Equipment at the new location or to cancel this Agreement.

- 12. Default. Each of the following is a "Default" under this Agreement (a) you fall to pay any Service Payment or any other payment due, under this or any other agreement you have with us, by the due date indicated on any invoice, or (b) you do not perform any of your other obligations under this Agreement or in any other agreement with us and this fallure continues for ten (10) days after we have notified you. Our acceptance of a partial payment does not waive a default.
- 13. Remedies. If you Default under this Agreement, we may do one or more of the following: (a) suspend service; (b) furnish service on a C.O.D. "per call" basis at our standard service rates; (c) cancel or terminate this Agreement and any or all other active agreements that you have with us; (d) require you, as liquidated damages for loss of bargain and not as a penalty, to pay us, on demand (I) any amount past due and owing, and (II) an amount equal to the sum of remaining Service Payments for the remainder of the Initial or Renewal Term, and (e) exercise any other remedy available at law. You also agree to relimburse us, on demand, for all reasonable expenses of enforcement and/or collection including, but not limited to, reasonable attorneys' tees, court costs, and costs of collection). The remedies set forth herein are cumulative and are in addition to any other remedies allowed under law, and may be exercised concurrently or separately. Any tailure or delay by us to declare default or to exercise any other right or remedy shall not operate as a walver of any other right or future right. If this Agreement expressly provides for, or expressly incorporates, written quarantees, in the event we do not satisfy one or more of the guarantees, your sale remedy is the remedy in the guarantee. In the event we do not satisfy any other provision of this Agreement, and in the event we do not cure the deficiency within fourteen (14) days after receiving written notice of such deficiency, you may, as your sole remedy, cancel this Agreement without any further obligations
- 14. NO WARRANTIES. Other than any service guarantees provided in or fitrough paragraph two hersin and the obligations set forth herein, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 15. LIMITATIONS OF LIABILITY. WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSECUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, OR RELATED TO, THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT IN ENTERING INTO THIS AGREEMENT YOU BID NOT RELY ON ANY WRITTEN OR ORAL COMMUNICATIONS, REPRESENTATIONS, OR GUARANTEES (INCLUDING BUT NOT LIMITED TO BROCHURES OR PROPOSALS) NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. IN MAKING YOUR DECISION TO ENTER INTO THIS AGREEMENT, YOU AGREE AND REPRESENT THAT YOU RELIED ONLY ON YOUR OWN INVESTIGATION REGARDING THIS AGREEMENT'S SUBJECT MATTER AND THE INFORMATION CONTAINED HEREIN.
- 16. MUTUAL INDEMNITY. THE PARTIES MUTUALLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS PARENT CORPORATIONS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, ATTORNEYS, EMPLOYEES, AND SUCCESSORS OR ASSIGNS (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIVITIES, SUITS, ALLEGATIONS, ACTIONS, OR CAUSES OF ACTION ARISING FROM OR INCIDENT, WHETHER DIRECTLY OR INDIRECTLY, TO ANY MISCONDUCT, NEGLIGENCE, REPRESENTATION, OR OMISSION ON THE PART OF THE INDEMNIFYING PARTY, IN THE CONDUCT OF ITS/THEIR DUTIES OR ANY CONDUCT OUTSIDE THE SCOPE OF ITS/THEIR DUTIES WHICH MAY GIVE RISE TO LIABILITY OR POTENTIAL LIABILITY ON THE PART OF THE INDEMNIFIED PARTIES.
- 17. UNCONDITIONAL CIBLIGATION. YOU AGREE THAT YOUR OBLIGATION TO PAY US UNDER THIS AGREEMENT IS UNCONDITIONAL AND IS INDEPENDENT OF ANY LEASE OR OTHER MAINTENANCE AGREEMENT THAT YOU MAY HAVE WITH US OR ANYONE ELSE.
- 18. Notices. All notices and other communications directed to us as required or permitted under this Agreement shall be deemed to have been duly given if made in writing via U.S. mail at the address provided on page one of this Agreement.
- 19. Assignment. You may not assign any rights or obligations under this Agreement without our prior written consent. We may, without your consent and without prior notification, assign this Agreement, or any right or obligation thereof, to a third party.
- 20. Applicable Law; Venue; JURY WAIVER. This Agreement shall be deemed fully executed, performed, grovemed, and construed in, and under the laws of, the State of Texas. You agree that performance of your payment obligation under this Agreement shall be in Sen Antonio, Texas, and that the State of Texas shall have sole jurisdiction of all matters relating to this Agreement. YOU AND WE HEREBY WAIVE OUR RIGHT TO A TRUL BY JURY.
- 21. Severability. If any provision of this Agreement is held unenforceable tren such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- 22. Regret, integration. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedies all prior negotiations, agreements, representations, and understandings with respect thereto. This agreement may only be modified by a written document duty exercised by the parties.
- 23. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which logether shall be deemed to be one and the same instrument.
- 24. End Agreement

Prepared by: Brien Wiggins

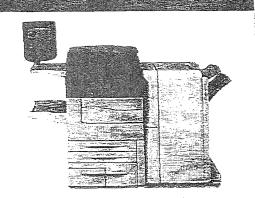
August 17, 2016



Texas A&M University College of Engineering Industrial & Systems Engineering Office Color Copiers

2 - Xerox Color C70

- Network Print, Copy; Scan to Email, Desktop or USB
- 75 ppm B&W and 70 ppm Color
- 250-Sheet Single Pass Duplex Automatic Document Feeder
- 500-Sheet Paper Tray (up to 12" x 18")
- 500-Sheet Paper Tray (up to 11" x 17")
- Hi-Capacity Tandem Trays (2010 sheets 8.5" x 11")
- 250-Sheet Bypass Tray
- Business Ready Finisher with 3000-Sheet Stacker and 500-Sheet Top Tray, 2/3 Hole Punch and 50-sSeet Multi-Position Stapling



Dahill Maintenance Includes:

- All B&W impressions billed per click quarterly at \$0.0085
- All Color Impressions billed per click quarterly at \$0.04
- All Parts, Labor, Travel Time, and Supplies including Staples. Excludes Paper.

Monthly Payment (60-Month TAMU Lease)

\$459.57

- Pricing is based on Dahill's HCDE Choice Partners Contract number 13/051DG.
- A Usage Agreement is required to be submitted with the Purchase Request in Buy A&M.