Copier Usage Agreement

[FOR TAXABLE $1.00 STATE OR LOCAL GOVERNMENTAL TRANSACTIONS ONLY]

CUSTOMER INFORMATION

Customer Name: The Texas A&M University System
Address: Texas A&M Univ, Dept of Educational Psychology, 4225 TAMU, Free purchase order for billing info, email invoices to invoices.tamu.edu
City/State/Zip Code: College Station, TX 77843
Telephone: 979-845-0286

Dahill Office Technology Corporation
Address: 2700 Earl Rudder Freeway South Ste. 2800
City/State/Zip Code: College Station, TX 77845

EQUIPMENT INFORMATION:

Equipment Location (If different than address shown above):
704 Harrington Tower, College Station, TX 77843

Quantity: Equipment Make, Model & Serial Number (Required)
1 Xerox 9095
1 Xerox C405

TERM AND PAYMENT INFORMATION:

Term: 60 months
Minimum Payment Per Payment Period: $ 296.00
Check here □ Minimum Payment Includes sales/use tax.

Image Type: Images Included Per Payment Period: 0

Black & White: Excess Per Image Charge $0.0095/4y
Color: Excess Per Image Charge $0.075/bk

See attached schedule for additional charges.

Advance Payment: $ applied to □ Last Minimum Payment □ Tied Last Minimum Payment
Security Deposit: $ ____________

In this agreement (as amended from time to time, the “Agreement”), “You,” “Your,” and “TAMU” mean the customer named above. “We,” “Us” and “Our” mean the owner, DAHILL, INC. “Supplier” means the equipment supplier named above. You acknowledge and agree that this Agreement represents the complete and exclusive agreement between You and Us regarding the subject matter hereof and supersedes any other oral or written agreements between You and Us. All agreements not stated herein (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 upon Us.

1. LEASE OF EQUIPMENT: You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the “Equipment”) upon the terms stated herein. This Agreement will begin on a date designated by Us after We accept and sign this contract (referred to herein as the “Commencement Date”). This Agreement will continue for the full term set forth above (the “Term”) and is non-cancelable for the full Term, subject to Section 14 below. Subject only to Section 14 below, You promise to pay to Us the Minimum Payments 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 date You sign it. After You sign, You must return the Equipment to Us.

2. COSTS: You agree that prior to entering into this Agreement, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby agree to choose to pay a higher amount (the “Finance Charge”) to Us in installments over the Term. The Finance Charge equals the Equipment Portion of each Minimum Payment shown above multiplied by the total number of Minimum Payments to be paid over the Term. You agree that the Finance Charge does not include interest. However, if the Finance Charge is determined to include interest, then you agree, that with respect to the Equipment (i) the Equipment Portion of each Minimum Payment includes an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Term is to be calculated by subtracting the amount we pay the Seller (Our Investment) from the Term, (iii) the annual interest rate deemed applicable to this transaction is the rate that amortizes Our Investment down to zero by applying the Equipment Portion of all Minimum Payments as payments (and this rate calculation method assumes that each periodic Minimum Payment is received by Us on the due date, and (v) none of the less or captions above apply to You. You promise to pay to Us the Minimum Payments 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 date You sign it. After You sign, You must return the Equipment to Us.

3. EQUIPMENT SERVICES: SUPPLIES: YOUR UNCONDITIONAL OBLIGATIONS: The Supplier named above has agreed with You to provide Equipment servicing during normal business hours and to provide You with all necessary, and developers and parts necessary for You to produce images, all of which are included in the Minimum Payments. However, You agree that (a) You must separately purchase all other supplies, including, without limitation, copy paper, at Your own cost, and (b) You must separately purchase Equipment services outside the Supplier’s normal business hours and any service, parts or supplies required by You not not included in the Equipment and failure to follow the manufacturer’s suggested use instructions. You agree that: (1) We are a separate and independent company from the Supplier, manufacturer, and any other vendor (collectively, “Vendors”), and the Vendors are NOT Our agents. (b) No statement or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement; (c) You, not Us, selected the Equipment and the Vendors based on Your own judgment; (d) Your obligations hereunder are absolute and unconditional despite any Equipment failure or any Vendor’s failure to provide You with any Equipment service, parts or supplies (including any service, parts or supplies that are included in the Minimum Payments), or any other actions or conditions; (e) We are NOT a party to the Supplier’s agreement to provide You with service, parts or supplies, such contract is IN part of this Agreement (even though We will, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier), and no breach by the Supplier will excuse You from performing Your obligations to Us hereunder; and (f) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fails any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Agreement. TAMU agrees to the foregoing section to the extent permitted by the Constitution and laws of the State of Texas.

4. IMAGE CHARGES: Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (b) The Minimum Payment shown above, (c) the applicable Excess Per-Image Charges for each matured image in excess of the applicable number of Images Included, and (d) applicable taxes and other charges provided for herein. You agree to pay such Minimum Payment each Payment Period even if You do not make the applicable number of Images Included. There are no “credals” that carry over from any Payment Period during which You make fewer than the applicable number of Images Included. You agree that We may increase the Minimum Payment and/or the applicable Excess 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 telephone or facsimile with the actual meter readings when We request, (b) allow Us to attach an automatic meter reading device to the Equipment, or (c) allow Us access to the Equipment to obtain meter readings or audit the meter reading devices. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then We may estimate the number of Images made and invoice you accordingly, and (d) We will adjust the estimated charge for excess images upon receipt of actual meter readings. Residual endorsements on checks will not be binding on Us. All payments received will be applied first 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 Government Code Chapter 2251.

5. INDEMNIFICATION: To the extent permitted by applicable law, and provided You have legally available funds for such purpose, You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorney’s fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss or misuse, defective or malfunctions of the Equipment. This obligation shall survive the termination of this Agreement. TAMU agrees to the foregoing section to the extent permitted by the Constitution and laws of the State of Texas.

6. NO WARRANTIES: TITLE: SECURITY INTEREST: WE ARE PROVIDING THE EQUIPMENT TO YOU "AS IS": WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We hereby transfer to You, without recourse to Us, all automatically transferable warranties, if any, made to Us by the Vendors of the Equipment. Unless otherwise required by the laws of the State in which You are located, upon acceptance of the Equipment, the Buyer to the Equipment (excluding any software) shall vest in You, subject to Our rights under this Agreement provided that the shall thereafter immediately and without any action by You vest in Us, and You shall immediately surrender possession of the Equipment to Us, upon any termination of this Agreement other than a purchase by You of the full ownership. To the extent permitted by the Constitution and laws of the State of Texas, to assure Your obligations hereunder to Us, You hereby (a) grant to Us a first priority lien and security interest in the Equipment and all proceeds thereof and authorize Us to record (and amend, if appropriate) Uniform Commercial Code ("UCC") financing statements in order to perfect such security interest. Unless this Agreement has been terminated in accordance with Section 14, You shall purchase Our Interest in the Equipment for one dollar ($1.00) the end of the Term, provided, however, We shall not be required to release Our Interest in the Equipment until You have paid Us all other amounts then due and owing hereunder.

1120279 V1 CPC / $1.00 Out / State & Local Govt / 12-12
Page 1 of 2
Full Service Agreement
Shaded areas for in-house use only

<table>
<thead>
<tr>
<th>Service Location</th>
<th>Jail To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Texas A&amp;M University, Dept of Educational Psychology</td>
<td>Name: Texas A&amp;M University, Dept of Educational Psychology</td>
</tr>
<tr>
<td>Address: 704 Harrington Tower</td>
<td>Address: 4225 TAMU</td>
</tr>
<tr>
<td>City/State/Zip/County: College Station, TX 77843 / Brazos</td>
<td>City/State/Zip/County: College Station, TX 77843</td>
</tr>
<tr>
<td>Contact: Angela Welch Phone: 979-845-0286 Email address: <a href="mailto:arwelch@tamu.edu">arwelch@tamu.edu</a></td>
<td>Contact: Angela Welch Phone: 979-845-0286 Email address: <a href="mailto:arwelch@tamu.edu">arwelch@tamu.edu</a></td>
</tr>
</tbody>
</table>

Hours of Operation: M-F 8-5

SPECIAL INSTRUCTIONS:

PROGRAM PRICING: Includes all service and supplies, paper, excluded.

**Office Pool A (A3/Ledger capable device)**

<table>
<thead>
<tr>
<th>Allowance</th>
<th>B/W</th>
<th>Ovg</th>
<th>Price/each</th>
</tr>
</thead>
<tbody>
<tr>
<td>Color</td>
<td>n/a</td>
<td>Ovg</td>
<td>n/a</td>
</tr>
</tbody>
</table>

**Office Pool B (A4/Letter/legal capable device)**

<table>
<thead>
<tr>
<th>Allowance</th>
<th>B/W</th>
<th>Ovg</th>
<th>Price/each</th>
</tr>
</thead>
<tbody>
<tr>
<td>Color</td>
<td>0</td>
<td>Ovg</td>
<td>0.015/each</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Allowance</th>
<th>B/W</th>
<th>Ovg</th>
<th>Rate</th>
</tr>
</thead>
</table>

**Production**

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Ovg Rate</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Ovg Rate</th>
</tr>
</thead>
</table>

MICR

**Shipping & Handling Options**

- Option 1: $2.00 per shipment
- Option 2: Monthly
  - 1-4 units: $5.50, $50.00
  - 5-10 units: $12.95, $100.00
  - 11+ Units: $19.95, $200.00

PROGRAM MONTHLY BASE:

- Term: 60
- Monthly Service Rate: [Rate]
- Included in Lease Agreement: [X]
- Billable Monthly: [Rate]

APPROVALS: By signing below, you accept all terms and conditions of the contract, listed above and on reverse of agreement.

Customer Signature: See PO# Account Manager: Brien Wiggins Date: 5-16-17

Title: [Title]

Dahill Acceptance: Title: [Title]

Date: [Date]
# SALES ORDER

**Ship To**
- **Customer Name**: Department of Educational Psychology
- **Address**: 704 Harrington Tower College Station TX 77843
- **Point of Contact**: Angela Welch

**Bill To**
- **Customer Name**: Department of Educational Psychology
- **Address**: 4225 TAMU College Station TX 77843
- **Contact Phone Number**: Phone: 979-845-0286

<table>
<thead>
<tr>
<th>Order Date/Cust PO#</th>
<th>Rep:</th>
<th>Meter Read:</th>
<th>Install Date:</th>
<th>Pickup Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/19/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **IT INSTALL**
- **ON-SITE IT**
- **SURVEY**
- **STAIRS**
- **IN-HOUSE DEMO**
- **ELECTRICAL**

- **LEASE RETURN**
- **NATIONAL ACCOUNT/RETURN**
- **SHIP IN**
- **TRADE-IN**
- **EXCHANGE**
- **LOANER**
- **RENTAL RETURN**
- **DEALER SPLIT**

**EQUIPMENT AND ACCESSORIES** *(See Equipment List for Complete Breakdown of Models and Accessories)*

<table>
<thead>
<tr>
<th>Qty</th>
<th>Product Number/Model/Description</th>
<th>Qty</th>
<th>Product Number/Model/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>XEROX D95CP- TX.A&amp;M College Station Only</td>
</tr>
<tr>
<td></td>
<td></td>
<td>097504556-Speed Bgde and Speed Dongle for 100bpm (95A)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>097504558-FCW UI ENGLISH</td>
<td>097504550-550-sheet Feeder, adjustable up to A4/ Legal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>497K09110-GNHIDE UI MOUNTING KIT</td>
<td>497K09110- Bypass Cuto</td>
</tr>
<tr>
<td></td>
<td></td>
<td>497K09130-BYPASS TRAY</td>
<td>097503941- Staple Fim w/20 Hols Pouch, Post Process Inser</td>
</tr>
<tr>
<td></td>
<td></td>
<td>604K33646-CUSTOMER DOCUMENTATION AND SOFTWARE KIT</td>
<td>097504556-Speed Bgde and Speed Dongle for 100bpm (95A)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>497K1420-speed Dongle for 100ppm kit</td>
<td>497K02550- Bypass Cuto</td>
</tr>
<tr>
<td></td>
<td></td>
<td>639K34451-NATIONALIZATION KIT</td>
<td>097503941- Staple Fim w/20 Hols Pouch, Post Process Inser</td>
</tr>
<tr>
<td></td>
<td></td>
<td>497K02550- Bypass Cuto</td>
<td>097504550-550-sheet Feeder, adjustable up to A4/ Legal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>097504550-550-sheet Feeder, adjustable up to A4/ Legal</td>
<td>497K13660- Stand with Storage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>097504514- Productivity Kit (Includes 320GB HDD) Expands</td>
<td>097504514-Productivity Kit (Includes 320GB HDD) Expands</td>
</tr>
</tbody>
</table>

**Comments**

**Customer Acceptance**

**Account Manager**

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Credit Approval</th>
<th>Date</th>
<th>Sub/Total Sales Tax</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

**By signing this Sales Order, you agree that you have read, and agree to be bound by the attached Terms & Conditions on the reverse side.