AM02 - Texas A&M University

Purchase Order

Purchase Order Number
AM02-17-P032760

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

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

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

INDUSTRIAL ENGINEERING
Attn: Contact JAIME VYKUKAL at (979) 458-2377
EMERGING TECHNOLOGIES BLDG
4082
3131 TAMU
COLLEGE STATION, TX 77843-3131
US
Email: purchasing@tamu.edu
Phone: (979) 845-4570

ATTN: FM0 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 77843-6000
USA
Email: invoices@tamu.edu
Phone: (979) 845-8362

Payment Terms: Net 30
Shipping Terms: F.O.S., Destination
Freight Terms: Freight Allowed
Delivery Calendar Day(s) A.R.O.: 0

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 Title 10, 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.

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<tr>
<th>Item #</th>
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**Item # 6**  
Class-Item 985-27  
(FY 21) 2-Xerox Color C70

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**Item # 7**  
Class-Item 985-27  
(FY 22) 2-Xerox Color C70

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TAX: $ 0.00  
FREIGHT: $ 0.00  
TOTAL: $ 5,056.76

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.

Agreement No. _______________________
A Xerox Company

CUSTOMER INFORMATION

The Texas A&M University System

Address: Texas A&M University, College of Engineering, Department of Industrial & Systems Engineering, 3131 TAMU
City/State/Zip Code: College Station, TX 77843
Telephone Number: 979-845-5351
Fax Number: _______________________

Equipment Location (if different than address shown above):
Dahill Office Technology Corporation

Address: 2700 Earl Rudler Freeway South Ste. 2800
City/State/Zip Code: College Station, TX 77845

EQUIPMENT INFORMATION:

Equipment Makes, Model & Serial Number (Required):

Quantity 2

TERMS AND PAYMENT INFORMATION:

Term: 60 months

Minimum Payment Per Payment Period: $455.57

Check here ☐ If Minimum Payment includes sales tax.

Equipment Makes, Model & Serial Number (Required):

Quantity 2

TERM AND PAYMENT INFORMATION:

Advance Payment: $0

applied to: ☐ 1st Minimum Payment ☐ Last Minimum Payment ☐ 1st and Last Minimum Payments

Security Deposit: $0

6. SECURITY DEPOSIT: You agree to pay in full and promptly all amounts due under this Agreement, including any additional charges, and to fully perform all other terms and conditions of this Agreement. In the event of default by you or Upon termination of this Agreement, you will be held liable for any and all amounts due and owing to the Lessor, including, but not limited to, any and all damages and costs, including attorney’s fees, incurred by the Lessor in connection with any collection action or other legal proceeding to enforce the terms and conditions of this Agreement. If any default occurs, the Lessor may, at its option, continue to perform all or any part of its obligations under this Agreement or proceed against you for any or all damages, costs, and expenses incurred by it, including attorney’s fees, in connection with the enforcement of its rights under this Agreement.

7. TERMINATION: This Agreement may be terminated by you at any time upon written notice to the Lessor. The Lessor may terminate this Agreement upon written notice to you at any time, at its discretion. If this Agreement is terminated by you, the Lessor shall be entitled to receive all amounts due and owing to it under this Agreement, including any security deposit, as well as all costs and expenses incurred by the Lessor in connection with the termination of this Agreement.

8. NO WARRANTIES: THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT CONTAINS NO WARRANTIES OR CONDITIONS WHICH ARE EXPRESS OR IMPLIED, AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, THAT YOU HEREBY WAIVE AND DISCLAIM. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO ASSERT ANY LEGAL OR STATUTORY CLAIMS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO ASSERT ANY LEGAL OR STATUTORY CLAIMS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

9. SECURITY DEPOSIT: You agree to pay in full and promptly all amounts due under this Agreement, including any additional charges, and to fully perform all other terms and conditions of this Agreement. In the event of default by you or Upon termination of this Agreement, you will be held liable for any and all amounts due and owing to the Lessor, including, but not limited to, any and all damages and costs, including attorney’s fees, incurred by the Lessor in connection with any collection action or other legal proceeding to enforce the terms and conditions of this Agreement. If any default occurs, the Lessor may, at its option, continue to perform all or any part of its obligations under this Agreement or proceed against you for any or all damages, costs, and expenses incurred by it, including attorney’s fees, in connection with the enforcement of its rights under this Agreement.

10. TERMINATION: This Agreement may be terminated by you at any time upon written notice to the Lessor. The Lessor may terminate this Agreement upon written notice to you at any time, at its discretion. If this Agreement is terminated by you, the Lessor shall be entitled to receive all amounts due and owing to it under this Agreement, including any security deposit, as well as all costs and expenses incurred by the Lessor in connection with the termination of this Agreement.

11. NO WARRANTIES: THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT CONTAINS NO WARRANTIES OR CONDITIONS WHICH ARE EXPRESS OR IMPLIED, AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, THAT YOU HEREBY WAIVE AND DISCLAIM. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO ASSERT ANY LEGAL OR STATUTORY CLAIMS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO ASSERT ANY LEGAL OR STATUTORY CLAIMS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12. SECURITY DEPOSIT: You agree to pay in full and promptly all amounts due under this Agreement, including any additional charges, and to fully perform all other terms and conditions of this Agreement. In the event of default by you or Upon termination of this Agreement, you will be held liable for any and all amounts due and owing to the Lessor, including, but not limited to, any and all damages and costs, including attorney’s fees, incurred by the Lessor in connection with any collection action or other legal proceeding to enforce the terms and conditions of this Agreement. If any default occurs, the Lessor may, at its option, continue to perform all or any part of its obligations under this Agreement or proceed against you for any or all damages, costs, and expenses incurred by it, including attorney’s fees, in connection with the enforcement of its rights under this Agreement.
SALES ORDER

Page 1 of 2

SHIP TO

Customer Name
College of Engineering, Department of Industrial and Systems Engineering
Address
3131 TAMU College Station TX 77843-3131
Point of Contact
Renee Adorabili

BILLO TO

Customer Name
TEXAS A&M UNIVERSITY - Financial Asset Operations
Address
750 AGRONOMY RD Suite 310 COLLEGE STATION TX 77843-6000
Contact Phone Number
Phone: 979-458-3283

Order Date/Cust PO#:
09/01/2016
Reg#:
Renee Wiggins

Meter Read:

Install Date:

Pickup Date:

☐ IT INSTALL
☐ LEASE RETURN
☐ SURVEY
☐ NATIONAL ACCOUNT/RETURN
☐ IN-HOUSE OEM
☐ TRADE-IN
☐ ELECTRICAL
☐ EXCHANGE
☐ LOADER
☐ RENTAL RETURN
☐ DEALER SPLIT

Shaded Areas for In-House Use Only

N - New, R - Refurbished

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

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Comments:

Customer Acceptance
Title
Date
Credit Approval
Date
Sub-Total
Sales Tax
N/A
N/A

Account Manager
Date
Date
Manager Approval
TOTAL
N/A

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

https://sk3.dahill.com/sor/SalesOrderPrint.asp?id=84506&soTYPE=Deal

1/2
SALES ORDER - ADDITIONAL TERMS AND CONDITIONS

1. Equipment. Dahll ("Seller") 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 Seller 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 of the transaction is funded. Buyer acknowledges that until such time that this transaction is paid in full, Seller retains ownership in the Equipment, any interest in (a) the Equipment, (b) any money received (and an assignment to receive money), or (c) any improvements or additions to 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 hereby irrevocably appoint Seller or its agents as your true and lawful attorneys in law to execute and file any agreements to sell, assign, sell, or be responsible for the sale of the Equipment, and to sell, assign, sell, or be responsible for any money or property from the sale of the Equipment, and (d) any money received (and an assignment to receive money), or (e) the Equipment, or (f) any money received (and an assignment to receive money) from an insurance claim if the Equipment is lost or damaged. You hereby irrevocably appoint Seller or its agents as your true and lawful attorneys to sell, assign, sell, or be responsible for the sale of the Equipment, and to sell, assign, sell, or be responsible for any money or property from the sale of the Equipment, and (d) any money received (and an assignment to receive money), or (e) the Equipment, or (f) any money received (and an assignment to receive money) from an insurance claim if the Equipment is lost or damaged.

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) remote installation or training on up to 5 desktop PCs or 5 Server systems purchased by this Buyer; and (b) set-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 network environment, server configuration, or e-mail server; (b) making changes to any server or desktop applications like firewalls and anti-virus software; (c) making any changes not approved by Buyer's internal or external IT department; and (d) installation of any software that is not included with the MFP or printer being installed.

4. Binding Agreement. This is a binding agreement and it is non-cancelable. This Agreement is a first 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 anyone else.

5. Delivery Delays. Seller shall not be liable for failure to deliver or for delays occasioned by causes beyond Seller's control, including but not limited to, strikes, non-delivery or delays by shippers, carriers, or others, or by accidents, acts of government, or natural 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 COMMUNICATIONS, REPRESENTATIONS, OR GUARANTEES (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 indemnify, defend and hold Seller harmless from any and all claims, demands, activities, suits, allegations, actions, or causes of action arising from or incident, whether directly or indirectly, to any misrepresentation, negligence, representation, or omission on the part of Seller, or anyone acting on Seller'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 Seller, its subsidiaries, affiliates, directors, officers, agents, representatives, attorneys, employees, successors, or assigns.

9. Applicability Law; Venue; Jury Waiver. This Agreement shall be deemed fully executed, performed, 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 Antonio, 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. Merges; 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 duly executed 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 taken 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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<th>Customer No.</th>
<th>Lease No.</th>
<th>PO No.</th>
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<tr>
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<td>Texas A&amp;M University - Financial Mgmt Operations</td>
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<table>
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<th>Address</th>
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<tbody>
<tr>
<td>College Station, TX 77843 / Brazos</td>
<td>6000 TAMU (750 Agronomy Rd Ste 3101)</td>
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<table>
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<tbody>
<tr>
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<td>College Station, TX 77843 / Brazos</td>
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<table>
<thead>
<tr>
<th>Contact</th>
<th>Phone</th>
<th>Email address</th>
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<tr>
<td>Rick Aderholt</td>
<td>979-458-2383</td>
<td><a href="mailto:rademott@tamu.edu">rademott@tamu.edu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hours of Operation</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-F 8-5</td>
<td><a href="mailto:invoices@tamu.edu">invoices@tamu.edu</a></td>
</tr>
</tbody>
</table>

**SPECIAL INSTRUCTIONS:**

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**PROGRAM: PRICING:** Includes all service and supplies; paper and staples are excluded.

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

<table>
<thead>
<tr>
<th>Allowance</th>
<th>B/W</th>
<th>Ovg</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Allowance</th>
<th>B/W</th>
<th>Ovg</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ovg</td>
<td>$0.0085</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.04</td>
</tr>
</tbody>
</table>

**Production**

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

**Shipping & Handling Options**

<table>
<thead>
<tr>
<th>Option</th>
<th>Cost per shipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 units</td>
<td>$5.50</td>
</tr>
<tr>
<td>5-10 units</td>
<td>$12.95</td>
</tr>
<tr>
<td>11+ Units</td>
<td>$19.95</td>
</tr>
</tbody>
</table>

**MICR**

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

**PROGRAM MONTHLY BASE:**

<table>
<thead>
<tr>
<th>Term:</th>
<th>Monthly Service Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>0.0085</td>
</tr>
</tbody>
</table>

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

**Customer Signature:**

**Account Manager:**

**Date:** 6/17/15

**Title:**

**Credit Approval Signature:**

**Date:**

**Dahill Acceptance:**

**Title:**

---

1/10/15
in this agreement, the words "you" and "your" refer to the Customer. The words "we," "our," or "us" refer to Dahnli. The word "parties" refer to you and us. The word "Agreement" refers to this Maintenance Agreement. The word "Supplies" refers to the Service Equipment. The word "Equipment" refers to the equipment identified above or in Exhibit B 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 associated between you and us). This Agreement is written in plain English. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

1. Agreement for Services. 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-cancelable. This Agreement applies only to the service of Equipment, not bundled 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 extreme dust and animal fur; (b) the Equipment is used and operated according to the manufacturers specifications; (c) the Equipment is operated in the specified commercial 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 offer.

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 demonstrated by you to be in good working condition. The Equipment will be considered in good working condition unless 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 defect or malfunction.

4. Term, Automatic Renewal. The Initial Term of this Agreement is for a period of three (3) years from the date of delivery to you that you accept the Equipment, or for a period of twelve (12) months if the Equipment is not subject to a lease or, the term of the lease does not exceed twelve (12) months. Unless you notify us in writing, at least sixty (60) days before the end of the Initial or any renewal term, that you intend not to renew this Agreement, then, 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 as above.

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 the due date set forth on our invoice to you: (i) the Monthly Basis Maintenance fees listed above; (ii) the applicable Overage Rate for each repaired image in excess of the applicable number of the included impressions; (iii) any other costs for non-covered parts, supplies, shipping and delivery fees and charges; (iv) applicable taxes and late fees; (v) any other charges provided for herein. You agree that the monthly basis amount is subject to adjustment each year during the Renewal Term and once each year during any Renewal Term, by an amount not to exceed 3.3% per year. You agree we may apply any taxes and surcharge payment first to the part(s) due amount owed under the invoice. All payments made under this Agreement are non-refundable.

6. Parts: Supplies. Unless otherwise stated above, the Supplies covered under this agreement are listed, on file, and develop. Supplies and paper are not covered. All other parts and items are excluded, you need to replace the cost of your minor or slight damage. The manufacturer does cover any of the following: (a) damages to the Equipment caused by misuse, negligence, or intentional acts; or (b) repairs and parts necessitated by operation of the Equipment outside the service guarantee guidelines.

7. Limitations of Services. Corrected Equipment will be covered up to the computermotvation connection. Service calls produced by computermotivation problems may be billed at our hourly rate. In all instances, you shall notify us of the problem before it can be billed. If you do not bill for the time spent repairing the problem, you will be charged for the repair. If you do not call us, contributed repair may be considered non-covered repair. If you calculate an excessive charge for each repair, the following additional charges may be assessed: (a) one and one-half times the prevailing hourly rate, and (b) two times the prevailing hourly rate if the service is requested to occur after 5:00 p.m., on a Sunday or any other time it is inconvenient.

8. Relocations. In the event you relocate the Equipment outside our service area, we shall have the right to either another qualified dealer to provide service for the Equipment at the new location or to cancel this Agreement.

9. Default. Each of the following is a "Default" under this Agreement: (a) if you fail 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; (b) if you do not purchase any of our other obligations under this Agreement or in any other agreement with us and this failure continues for ten (10) days after we have notified you. Our acceptance of a partial payment does not waive a default.

10. 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. "as is" basis at yourascended service rates; (c) cancel this Agreement and any or all other obligations that you have with us; (d) require, as liquidated damages for loss of bargain and not as a penalty, to pay us, on demand (i) any amount paid due and owing, and (ii) any amounts equal in the sum of remaining Service Payments for the remainder of the present or Renewal Term; and (ii) exercise any other remedy available at law. You also agree to reimburse us, on demand, for all reasonable expenses of enforcement and/or collection including, but not limited to, reasonable attorneys’ fees, 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 failure to comply with the above provisions is deemed an assignment of all remedies and/or any other remedies provided in 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, at your own risk, cancel this Agreement without any further obligations.

11. NO WARRANTIES. Other than any service guarantees provided for in 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, at your own risk, cancel this Agreement without any further obligations.

12. Mutual Indemnity. The Parties mutually agree to indemnify, defend and hold harmless the other party, its parent, 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 to, whether directly or indirectly, to any misconduct, negligence, representation, or omission of the other party or Indemnified Parties. This indemnification shall continue through the expiration or termination of this Agreement and beyond for any claim asserted after such expiration or termination.

13. Limitations of Liability. We shall not be liable to you for any consequential, incidental, or punitive damages arising from, or related to, this Agreement. You acknowledge and agree that in the event of a default under this Agreement you do not rely on or written or oral communications, representations, or guarantees (including but not limited to brochures or proposals); not express; any warranty or representation may be made during the term of this Agreement, and that you do not cure the deficiency within fourteen (14) days after receiving written notice of such deficiency, you may, at your own risk, cancel this Agreement without any further obligations. Further, this Agreement shall be conditioned on the Indemnifying Party's compliance with the terms and conditions of the Indemnifying Party as set forth in this Agreement.

14. Unconditional Obligation. 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.

15. Parties. The parties shall be responsible for indemnifying, defending and holding harmless the other party, its parent, 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 to, whether directly or indirectly, to any misconduct, negligence, representation, or omission of the other party or Indemnified Parties.

16. Unconditional Obligation. 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.

17. Notice. All notices and 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.

18. Assignment. You may not assign any rights or obligations under this Agreement without our prior written consent. We may, with prior written consent and without your prior notification, assign this Agreement, or any rights or obligations thereof, to a third party.

19. Applicable Law; Venue; JURY WAIVER. This Agreement shall be determined fully executed, performed, governed, and conceived in, and under the laws of the State of Texas. You agree that this agreement and the performance of your obligations under this Agreement shall be determined in the Courts of San Antonio, Texas, that the State of Texas shall have sole jurisdiction of all matters arising to this Agreement. YOU AND WE HEREBY WAIVE OUR RIGHT TO A JURY TRIAL.

20. Severability. If any provision of this Agreement is held unenforceable from such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

21. Integration. This Agreement 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 executed by both parties.

22. Escalation 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 taken together shall be deemed to be one and the same instrument.

23. End Agreement.
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-Sheet 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.