Cost Per Copy Agreement

Benchmark
A Visual Edge Technology Company

LEASE AGREEMENT NUMBER: **1400202**

CUSTOMER INFORMATION

FULL LEGAL NAME: OF CUSTOMER
Burnet, County of

STREET ADDRESS
810 Steve Hawkins Pkwy

CITY, STATE, ZIP	PHONE	FAX
Marble Falls TX 78654-6357	**830-798-3220**	

BILLING NAME (IF DIFFERENT FROM ABOVE)	BILLING STREET ADDRESS

CITY, STATE, ZIP	FEDERAL TAX I.D. #

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
As Stated Above

EQUIPMENT DESCRIPTION

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		CONTRACT USAGE PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 Xerox VersaLink C7020 Copier	☐			**430**	**170**	**.0129**	**.079**
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND CONTRACT USAGE PER IMAGE CHARGES (IF CONSOLIDATED)							

METER FREQUENCY: **Monthly**

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS: **60**　　MONTHLY BASE PAYMENT AMOUNT*: **$151.91**　　*(PLUS APPLICABLE TAXES)

ORIGINATION FEE*: **$125.00**　　PAYMENT PERIOD IS MONTHLY UNLESS OTHERWISE INDICATED

TERMS AND CONDITIONS: (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH ON THE SECOND PAGE OF THIS AGREEMENT, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT)

1. **Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "we," "us" and "our" means Benchmark Business Solutions Inc. "Party" means you or us, and "Parties" means both you and us. "UCC" means the Uniform Commercial Code. "Equipment" means the items identified in the Item Description section above and in any attached Equipment Schedule. "Lease" means this Cost Per Copy Agreement "Lease Payment" means the Monthly Lease Payment specified above. "Inception Date" will be the date the Equipment is delivered to you or any later date we designate. If we designate a later Inception Date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the Inception Date.

CUSTOMER LEASE ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS TWO-PAGE LEASE.

(As Stated Above)	**X**		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X　　NAME AND TITLE:　　DATE:

LESSOR ACCEPTANCE

Benchmark Business Solutions			
LESSOR	SIGNATURE	PRINT NAME & TITLE	DATE

1607 Broadway, Lubbock, TX 79401

ADDITIONAL TERMS AND CONDITIONS

2. **Lease, Payments, Taxes and Late Payments.** You agree and represent all Equipment was selected by you based upon your own judgment and you want us to provide you the Equipment, and you agree to lease the same from us. You agree to pay us each Lease Payment and all other amounts that become due and payable under this Lease. The first Lease Payment is due the 20th of the following month after installation and each subsequent Lease Payment is due on the same date each month thereafter, whether or not we invoice you. If any payment is not paid in full by five (5) days after its due date, you will pay a late charge of the greatest of ten percent (10%) of the amount due or $26.00, not to exceed the maximum amount permitted by law. For each dishonored or returned payment instrument, you will be assessed the applicable returned item fee, which shall not exceed $35. Restrictive covenants on any payment instrument will not reduce your obligations or affect our rights. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

3. **Meter Readings, Image Charges, and Annual Adjustments.** Each month during the term of this Agreement, you are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Contract Usage Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Contract Usage Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Contract Usage Per Image Charges (and, at our election, the Base Payment Amount and Contract Usage Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

4. **Equipment and Software.** Equipment may contain or have software delivered with it. You agree that as to software only that (a) you will execute a separate license agreement with a third party for such software, (b) we do not own the software and cannot transfer any interest in it to you, and (c) we have no responsibility whatsoever for any such software or license agreement under this Lease. You agree the Equipment (including software) is for your business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

5. **Non-Cancellable Lease.** THIS LEASE CANNOT BE CANCELLED OR TERMINATED. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF ANY THIRD PARTY OR US.

6. **Lease Term.** The Initial Term, which is indicated above or identified in any attached Equipment Schedule, commences on the Inception Date.

7. **End of Lease Options.** At the end of the Initial Term, or any renewal term (the "End Date"), this Lease will renew for successive twelve (12) month terms, unless you a) provide at least sixty (60) but no more than one hundred twenty (120) days' prior written notice to us of your intent to return the Equipment (including software) and b) you return the Equipment, at your expense, to a location we specify. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

8. **Equipment Delivery and Maintenance.** Equipment (including software) will be delivered to you at the location specified above or in an Equipment Schedule. Equipment (including software) may not be moved to another location without first obtaining our written consent. You shall permit us to inspect Equipment and any maintenance records relating thereto during your normal business hours. You are responsible for keeping the Equipment in good working order, and you have entered into a separate maintenance agreement with us to fulfill that obligation. Payments under the Agreement may include amounts owed under that agreement, which amounts may be invoiced as one payment for your convenience. We may charge you a Monthly Supply Freight Fee to cover our costs of shipping supplies to you.

9. **Equipment Return.** If the Equipment (including software) is returned to us, it shall be in the same condition as when delivered to you (normal wear and tear excepted) and, if not in such condition, you will be liable for all expenses we incur to return the Equipment to such condition. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

10. **Equipment Ownership, Labeling and UCC Filing.** If and to the extent that this Lease is deemed a security agreement under the UCC, and otherwise for precautionary purpose only, you grant us a first priority security interest in your interest in the Equipment (including software) and all proceeds thereof in order to secure your performance of this Lease. We are and shall remain the sole owner of the Equipment. You agree to keep the Equipment (including software) free from any liens or encumbrances and to notify us if there is a change in the jurisdiction of your organization. We may label the Equipment to identify our ownership interest in it. You authorize us to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements.

11. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLET OR PART WITH POSSESSION OF THE EQUIPMENT (INCLUDING SOFTWARE), THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT OUR PRIOR WRITTEN CONSENT. If we agree to an Assignment, you agree to pay the applicable assignment fee and reimburse us for any costs we incur in connection with that Assignment without notice to you. We may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights or obligations under this Lease. Our assignee will have the same rights that we have (to the extent assigned), but none of our obligations, and you agree not to assert against such assignee any claims, defenses, counterclaims, recoupments, or set-offs that you may have against us. You agree and acknowledge that any Assignment by us will not materially change your obligations under this Lease.

12. **Liability.** WE ARE NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT (INCLUDING SOFTWARE) OR ITS USE, WHETHER ARISING FROM TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. You agree to reimburse us for, and to defend, indemnify and hold us harmless on an after-tax basis against, any costs, expenses, damages, fines, settlements, claims or liability arising out of or relating to this Lease or the Equipment (including software) or its use, including reasonable attorneys' fees and disbursements.

13. **Equipment Warranty Information and Disclaimers.** WITH RESPECT TO EQUIPMENT (INCLUDING SOFTWARE), WE DISCLAIM, AND YOU WAIVE, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND WE MAKE NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ITS SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. We hereby assign to you any warranty rights given to us with respect to the Equipment and, if the Equipment is returned to us, such rights are deemed reassigned by you to us.

14. **Default and Remedies.** You will be in default under this Lease if (1) we do not receive any payment within ten (10) days after the date it is due, or (2) you breach any other obligation in this Lease or any other agreement with us. If you default, we may, in addition to other remedies, require you to promptly return the Equipment (including software) to a location we specify, at your expense, and require immediate payment, as liquidated damages for loss of bargain and not as penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of one and one-half percent (1.5%) per month; (b) the sum of all Lease Payments remaining in the Initial Term (less the fixed maintenance component thereof as reflected on our books and records) and (c) Taxes. If you do not return the Equipment as required above, you agree to pay us the then determined fair market value thereof as of the end of the Initial Term. You agree to pay all costs, including attorneys' fees and disbursements, incurred by us to enforce this Lease.

15. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (including software) upon delivery. You agree to maintain commercial general liability insurance acceptable to us. You shall, at your expense, (a) keep the Equipment insured against loss or damage for a minimum of its full replacement value under a comprehensive policy of insurance or other equipment replacement coverage with an insurance carrier of your choice, which coverage and carrier is satisfactory to us, (b) name us as a loss payee under such policy, and (c) provide proof of insurance satisfactory to us within thirty (30) days after you execute this Lease. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum. No loss or damage to Equipment (including software), or our receipt of insurance proceeds, shall relieve you of any of your obligations under this Lease.

16. **Finance Lease and Customer Waivers.** You and we agree this Lease is a "finance lease" governed by UCC Article 2A. To the extent you are permitted by law, you waive (a) all rights and remedies under Article 2A (Sections 508-522) of the UCC, and (b) any rights you now or later may have under any statute or otherwise which require us to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. **Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all the necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. By having your authorized representative sign this Lease, you agree to furnish financial information that we may request now and in the future, including your tax identification number and you authorize us to obtain credit reports on you now and in the future.

18. **Original Document**. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY US.

19. **Jurisdiction, Venue and JURY TRIAL WAIVER.** This Lease shall be governed by the laws of the state in which our (of, if we assign this Agreement, or our assignee's) principle place of business is located. You agree that any suit relating to this Lease shall be brought only in a state or federal court in such state. You irrevocably consent and submit to the jurisdiction of such courts, and you waive any right to transfer of venue. Each party waives any right to a jury trial.

20. **Miscellaneous.** Your obligations under the "Liability" Section commence upon execution, and survive the expiration or earlier termination, of this Lease. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, supersedes any prior agreements (including purchase orders), and representations or statements not included herein are not part of this Lease and are not binding on the Parties. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy.

printsmart by Benchmark

Benchmark Business Solutions, Inc.
BenchmarkYourOffice.com
Phone: (800) 378-9179
Fax: (800) 640-5514

PrintSmart Maintenance Agreement

CUSTOMER (hereinafter referred to as "You" or "Your")	**Initial Contract Number:**		
FULL LEGAL NAME Burnet, County of			
STREET ADDRESS 810 Steve Hawkins PKWY	City, State and Zip Marble Falls, TX 78654		County
METER READ CONTACT	EMAIL ADDRESS		PHONE NUMBER 830-798-3220
BILLING ADDRESS (If different from above)	City, State and Zip		County
Supplier (hereinafter referred to as "We" or "Us")			
Name Benchmark Business Solutions, Inc.	Billing Address 1607 Broadway	City, State and Zip Lubbock, TX 79401	Phone 800-378-9179
LOCAL ACCOUNT CONTACT Katlyn Jowers	Address 225 S. Pierce St. Suite 101	City, State and Zip Burnet, TX 78611	Phone 512-553-4676

Program Summary: (Additional Device Coverage Details based on selections listed on the Equipment Coverage & Site List)

Device Model: Xerox C7020 Serial Number:

Base Rate Charges:	$0.00	Overage Page Rate - Mono:	$ 0.0129	***PrintSmart Plan:***	Full Coverage
Monthly Help Desk Option:	$0.00	Overage Page Rate - Color:	$ 0.0790	***Billing Option Selected:***	Monthly
Monthly Hot Swap Option:	$0.00	Monthly Page Allowance - Mono:	430	***Contract Term Selected:***	Lease Term
Total Monthly Base Charges:	$0.00	Monthly Page Allowance - Color:	170	*Help Desk Bolt-On Option:*	Monthly
Annual Bolt-On Option Charges:	$0.00	Annual PrintSmart Support Plan:	-	*Hot Swap Bolt-On Option:*	Declined

* Current device count is based on initial equipment order and may vary as customers add, dispose, or move devices under coverage during the term. Any additional devices will be added at a separate individual rate until the end of the overall contract term.

**Installation of meter collection software is required for all print devices as specified in the full terms and conditions. Failure to provide access to monitoring software, causing meter estimations for more than 2 consecutive months, will result in a $10 monthly collection fee until the software is active.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, THE REVERSE SIDE, ATTACHED EQUIPMENT LIST, ANY APPLICABLE ADDENDUMS, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

SUPPLIER: (As Stated Above)		**CUSTOMER:** (As Stated Above)	
By: ______ Signature	Date Accepted:	By: X [signature] Signature	Date:
Print Name & Title: Katlyn Jowers, Account Representative		Print Name & Title:	

PrintSmart Maintenance Terms & Conditions

GENERAL TERMS

1. **Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" fields above, and "we," "us" and "our" mean Benchmark Business Solutions, Inc. "Device(s)" means the items identified in "Equipment" above and in any attached Equipment Schedules, or future Addendums. "Base" rates refer to static monthly charges for service. "Allowance" means the number of copies included in the Base charge. "Overage Charges" means the applicable prints or copies made in excess of any stated allowance. "Live Date" means the date that maintenance and supply services are available for covered devices. "Safety Stock" refers to excess supply items provided to you for unusual printing usage or emergency shipping needs. "Working Order" means a device has no less than 10% supply levels for all toner and ink consumables, meets normal operating conditions based on device model, and does not require repair.
2. **Payments and Late Payments.** You agree to pay us the full amount due for all Base charges, Overage charges, and billable service or supply charges by the due date listed on the invoice. If any amount payable to us is not paid when due, you will be subject to interruption of covered services and a late charge up to three (3) percent of the overdue balance. Billing disputes must be submitted to us no later than the due date listed on the invoice to avoid late charges or service interruption. ACH or Credit Card draft payment method may be required for certain coverage plans or contract terms.
3. **Transfer and Renewal.** This agreement is non-transferable, and will automatically renew as a month-to-month agreement 30 days before the renewal date at rates in effect at the time of renewal, not to exceed a ten percent (10%) increase from prior year, unless notified in writing of cancellation or price modification. We may annually increase both Base rate and Overage rates by amounts determined at our discretion, but not to exceed ten percent (10%) of the then current payment and/or rate in each year.
4. **Term.** The term of this agreement will be based on the length selected above or based on the length of active lease agreements, whichever is longer. Minimum term requirements may vary based on equipment lease agreements and selected coverage plans. Commencement date and coverage will begin on the date of new equipment installation or ten (business days) from the date of confirmed monitored status, whichever is later.
5. **Set up and Early Termination Fees.** Set up fees vary based on contract term selection: Month-to-Month contracts are subject to a setup fee based on total initial fleet size - $50 per device for 1-5 devices, $30 per device for 6-20 devices, and $15 per device for 21 or more devices. 1-year, 3-year, and Lease-associated agreements are not subject to a setup fee. Early termination fees vary based on contract term selection: Month-to-Month contracts can be cancelled with 30-days written notice to the contact information listed below and will not be charged an early termination fee. 1-year contracts are subject to a $30 per device fee if cancelled prior to the end of the term; 3-year agreements are subject to a tiered early termination fee based on when the agreement is cancelled - If cancelled in the first year of the agreement, there will be a $30 per-device fee applied; If cancelled in the second year of the agreement, a $20 per-device fee will be applied; If cancelled in the third year of the agreement, a $10 per-device fee will be applied.
6. **Covered Equipment.** Services selected above will be provided to those devices listed under Equipment, on attached Equipment Lists or added at future dates. You can request coverage on non-covered devices at current billable rates or based on the terms listed in the "Added Devices" section below.
7. **Corrective Action.** If services provided do not comply with service levels set forth in this agreement, you will notify us in writing detailing your concerns. Within ten (10) days following receipt of said notice, we shall meet, clarify your concerns and develop a corrective action plan to remedy such alleged non-compliance. As your exclusive remedy for non-compliance, we will, within sixty (60) days of finalizing the plan or a time period as otherwise agreed in writing by the parties, then modify such services so they are compliant. If we are unable to satisfy the corrective action plan within the agreed to timeframe, customer has the right to terminate the contract without liability. Termination must be made in writing within 15 days of the end of the previously agreed to remedy period. The parties agree that all claims by Company that the service or goods of we as provider under this agreement are defective or otherwise nonconforming must be brought to the attention of us within (10) days of the discovery of the defect or nonconformance. Failure to timely notify us under the terms of this Paragraph will result in a final waiver of any such claim.
8. **Cancellation Notice.** We maintain responsibility covered under customer selected services for the full term of this agreement until either party provides written notice of cancellation with 60-days' notice. Month-to-Month contracts can be cancelled with 30-days written notice. When cancelled, we shall be relieved of all obligations under this agreement. All notices must be mailed to the attention of Contract Cancellation, Benchmark, 1607 Broadway, Lubbock, TX 79401, faxed to 806-744-4707, or electronically to support@benchmarkyouroffice.com. If your agreement term is based on an active equipment lease agreement, all lease terms and conditions must be met before cancellation requests are accepted. If we elect to cancel this agreement, written notice will be sent to the contact and address listed above.
9. **Liability.** The parties agree that we will not be liable for any consequential damages of any nature caused to the business or property of Owner of Equipment ("Company") by any failure, defect, or malfunction of equipment to be maintained by us.
10. **WARRANTY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, WE WARRANT (A) THAT ALL PERSONNEL PERFORMING SERVICES HEREUNDER BY OR ON BEHALF OF US WILL HAVE APPROPRIATE TRAINING AND EXPERIENCE AND (B) ALL EQUIPMENT IS IN ACCORDANCE WITH INDUSTRY STANDARDS, AND ALL SUPPLIES AND MATERIALS ARE OF GOOD QUALITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING (AND WITHOUT LIMITING ANY OBLIGATION OF US TO MAKE REPAIRS UNDER THIS AGREEMENT), YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN NO EVENT SHALL ANY MANUFACTURER'S WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, BE DEEMED GIVEN BY OR OTHERWISE TRANSFERRED OR APPLIED TO US.
11. **EQUIPMENT WARRANTY DISCLAIMER.** WE HAVE MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS AND SERVICES BEING PROVIDED THAT HAS BECOME ANY BASIS OF THIS BARGAIN. FUTHER, WE HAVE MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS OR SERVICES BEING PROVIDED THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. WE DISCLAIM ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS OR SERVICES PROVIDED BY THIS AGREEMENT. WE DISCLAIM ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSES WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT. COMPANY AGREES THAT WE SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM AN ALLEGED BREACH OF THIS AGREEMENT BEYOND THE COST OF ONE YEARS SERVICE AND MAINTENANCE UNDER THIS AGREEMENT.
12. **GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION.** THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT LOCATED IN LUBBOCK COUNTY TEXAS. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

BREAK/FIX SERVICE TERMS

1. **Fit for Service.** We reserve the right to require a physical inventory of the equipment listed above upon or prior to its being covered by this Agreement to determine whether or not they are in working order. If a physical inventory is conducted, all equipment found to not be in working order will not be eligible for coverage until you make such repairs necessary to bring it into working order. Such repairs will be made at your sole expense at current billable rates. If a physical inventory is not conducted, you assume the risk of required repairs for the first sixty (60) days of coverage. In the event, as of the date coverage commences under this Agreement, any equipment not in good working order, you shall have repaired at your sole expense and, until such equipment is repaired, it shall not be covered under this Agreement. An initial meter reading of zero (0) is agreed, unless timely information is provided to the contrary, for any Equipment that is capable of using our supplied toner and ink consumables. If needed repairs are completed by us, labor charges are waived if devices are then added to coverage.
2. We agree to maintain all equipment listed, in a normal operating condition. All costs for Labor, Parts, Travel and Service will be borne by us, subject to the terms of this agreement and based on specific plan options selected. Non-covered charges for labor, parts, or travel will be billed at the then current rates.
3. All necessary parts will be replaced, at no additional cost, provided the cost of those parts does not exceed the total value of the equipment. If the cost of necessary parts exceeds the total value of the equipment, we will notify you with suggested replacement options. Replacement cost is your responsibility. If the replacement is purchased from us, a trade-in credit may be offered toward the cost of a new device.
4. We will not be responsible for maintenance in the event of: Damage caused by Accident, Misuse, Act of God, Line Voltage Problems, Neglect or Failure To Follow Factory Operating Instructions, or if maintenance or repairs are performed by anyone other than our personnel. It also ceases if competitive supplies are used, or if the damage occurs as a result of your abuse or improper handling of the device or supplies.
5. All equipment will be serviced upon your request, during our normal business hours (8 a.m. to 5 p.m. local time, except weekends and holidays). Request for service outside our normal business hours will be provided on a best effort basis and, if available, will be billed at overtime rates plus travel.
6. We, at our discretion, may authorize our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Devices. Devices located outside our local service areas will require subcontractor coverage for any onsite service needed.
7. **HOT SWAP BOLT ON.** The Hot Swap Bolt-On provides same-day, temporary equipment replacement in case of needed repairs that require more than one service visit. This option is available only to eligible owned A4 printer equipment covered under a full-service PrintSmart plan with a 1-year or longer term. Coverage is provided only for specified devices as indicated on the Equipment Coverage & Site List. A comparable device will be identified and kept at our nearest service office within 30 days of coverage commencement. Same-day service is defined as 4-8 business hours from customer notification of service need. If the temporary Hot Swap device is installed at the customer location, usage will be collected through starting and ending meters and billed at current cost-per-image overage rates. Print drivers for the temporary Hot Swap device will be loaded at no additional cost for up to five (5) computers.

ANALYST CONSULTING & HELP DESK TERMS

1. Analyst consulting and Help Desk services are considered separate and apart from Break/Fix technical services. Standard hourly billing plus travel rates are separate, and inclusion of these services must be expressly requested.
2. If Analyst Consulting services are included in the purchase of a printing device from us, our trained and certified employees will work with your IT personnel (if applicable) to setup all covered equipment and software, according to machine configuration, following equipment delivery for the first ninety (90) days following installation. Following the completion of those 90 days or in the case that Analyst services were not included in the Purchase Agreement, you will be responsible to complete the work yourselves or agree to pay us to provide the work at standard billable rates.
3. If IT personnel are not available, we will perform services according to the following guidelines:
   a. Setup print drivers on server for shared printing or on PCs for direct printing. Up to 10 PCs in the first 90 days following initial install.
   b. Install network scanning services on server if applicable.
   c. Install Scan-To-PC software on PCs if applicable. Up to 10 PCs in the first 90 days following install.
   d. Setup Scan-To-Email if applicable.
   e. Setup Fax & LAN Fax if applicable.
   f. Setup Equipment Accounting if applicable.
   g. Setup Meter Monitoring Software onto server or local Windows-based PC
4. **HELP DESK BOLT ON.** The Help Desk Bolt-On provides remote Help Desk analyst support for the applicable services listed above as well as basic troubleshooting on print driver errors, device error messages, or other device-related technical support, after the initial analyst coverage expires. Coverage is provided only for specified devices as indicated on the Equipment Coverage & Site List located within our local service area and does not require an active PrintSmart plan agreement. Onsite Analyst support is available by request during our normal business hours (8 a.m. to 5 p.m. local time, except weekends and holidays), and is limited to two (2) visits per coverage year. Additional onsite support is available at current billable rates. If initial analyst consulting services were not included with purchase, additional connection and/or setup fees may apply.

PrintSmart Maintenance Agreement Terms & Conditions (continued)

TONER AND SUPPLY TERMS

1. All cost for toner and ink consumables, and standard shipping will be borne by us for all devices covered by this agreement and actively reporting through the Monitoring Software. We agree to supply you with all toner and ink consumables required to operate the Devices. We agree to provide auto supply replenishment for those devices using Monitoring Software. You must purchase staples and paper separately.
2. All toner and ink consumables provided as a part of this agreement in the standard course of business or as Safety Stock shall at all times remain our property. You may use the toner and ink consumables pursuant to the terms of this Agreement, but you shall not have any ownership rights in or to the toner or ink consumables. You shall promptly return to us all unused items supplied by us under this agreement. You shall not be charged for any toner or ink consumables in use upon the expiration or termination of this Agreement. Any items not returned shall be billed by us to you at the then current cartridge retail purchase price.
3. Auto supply replenishment is provided using standard shipping and is scheduled based on individual device performance, coverage, and usage, and may vary. Waste Toner Containers are not available for auto shipment. Other certain items may not be eligible for auto shipment based on device model and supply item type. Covered items not eligible for auto shipment will be provided at no additional cost, but must be requested by you as needed to allow for standard shipping time. Additional requests for toner and ink consumables will be subject to approval based on current usage and shipment history. Any customer request for additional items will be considered Safety Stock unless otherwise approved. Flat rate overnight shipping amounts can be quoted at the time of order.
4. MICR toner consumables are considered non-standard items and must be priced as a separate cost-per-image rate at the time of adding the device to coverage or purchased by the cartridge as needed. MICR toner consumables are sent upon request only, and not proactively sent to you to avoid unnecessary charges.
5. Cost-per-image and cartridge pricing is based on an industry-standard 5% page coverage model. Toner and ink consumables ordered or requested based on excessive page coverage may be subject to a mid-term cost-per-image escalation or billing for additional cartridges.
6. Any defective toner or ink consumable items provided to you by us must be reported and returned to us within 30 days of receiving a replacement item. If defective item is not returned, the replacement item may be billed at then current retail price. Standard shipping for defective items and replacements will be covered by us.
7. **Safety Stock.** Select toner and ink compatible items can be provided as Safety Stock, depending on the selected contract term. Overnight shipping is not available for Safety Stock orders. Since safety stock is unable to be monitored by us, the customer is responsible to notify us at the time of use and proactively request additional items. Benchmark-provided Safety Stock is limited to one of each related standard-capacity toner item per device model.
8. **PrintSmart ESSENTIALS.** The PrintSmart Essentials plan provides a pay-as-you-go plan for non-monitored devices based on toner and ink consumable orders. A 1-year minimum term is required and you agree to purchase all toner and ink consumables from us throughout the contract term. Coverage is provided only for specified devices as indicated on the Equipment Coverage & Site List, and is not available for leased equipment. Monitoring software is not required. Auto supply fulfillment is not available. Xerox toners and ink compatibles will be fulfilled with OEM product. Non-Xerox models will receive high-quality compatible cartridges. Meter readings must be provided at the time of cartridge orders. ACH or Credit Card Payment required. Free standard shipping, break/fix labor and travel included. Overnight shipping can be quoted as a flat rate at the time of order. Parts required for repair will be billed separately at the time of service. Devices covered under this plan are subject to an annual account reconciliation to verify that all toner and ink consumables have been ordered from us during the contract term. If you fail to meet the requirements, you agree to pay the charges related to all break/fix labor and travel previously provided during the contract term.

METER READING REQUIREMENTS

Monthly meter readings are required for each covered device, unless otherwise indicated based on coverage plan selection.

1. **Meter collection.** Those devices reporting through Monitoring Software will be collected by us. Devices not reporting for any reason will require your submission until monitoring is restored.
2. **Notification.** Notification requests of meters due will be sent to the Meter Contact listed on the Equipment Coverage & Site List electronically on or about the 15th day of each month. You agree to provide the requested meters or resolve monitoring software issues by the 25th day of the month or be subject to estimated billing terms. Additional written notification will be sent if meters are estimated for two (2) consecutive billing cycles.
3. **Estimated Meters.** Estimated meters are based on historical volume usage. If historical volume usage is unavailable, a minimum estimation of 50 mono impressions will be applied. If estimated meters are issued for three (3) consecutive billing cycles, you may become subject to invoicing monthly data collection fees and prevailing hourly billable rate for labor and travel to collect accurate meter readings.
4. **Meter Adjustments.** Any billing issued based on estimated meters are not eligible for billing adjustments, but will not be responsible for additional overage charges until current meters exceed billed meters. Additional estimations will cease until such time that the current meters exceed previously billed estimates, as long as accurate meters are being submitted monthly.

MONITORING SOFTWARE. **If Monitoring Software is involved, You grant Permission to Install and Maintain.**

Monitoring software installation and maintenance is provided by us and is required for all devices covered under a full-service PrintSmart plan, unless service plan is selected as a lease requirement. Monitoring software tools will be used to report monthly volumes and provide the basis for monthly image charges. Monitoring Software enables us to monitor the usage of, and the copy count produced on accessible printing equipment.

1. **Customer Refusal or Non-Response.** Customers refusing these Monitoring Software terms or not-responding to our requests for installations or updates may disqualify printing devices from certain coverage, delay existing services, or become subject to invoicing monthly data collection fees and prevailing hourly billable rate for labor to collect meter readings.
2. **Access to Install and Maintain.** You agree that we shall have the right, at any time during the term of this Agreement, to install the Monitoring Software on one or more of your computer networked station(s) and/or Network Servers or provide your IT Personnel to complete installation and future maintenance updates. You agree to provide us, during normal business hours, access to your computer-networked station(s) to enable us to upgrade, modify or maintain the Monitoring Software or to install new releases or additions to the Monitoring Software. Under no circumstances will the Monitoring Software provide us access to your information other than information directly related to this Agreement. You agree to not delete or remove the Monitoring Software or to alter, modify or otherwise render it unusable during the term of this Agreement without the prior written consent of us.
3. **No License, other Prohibitions.** We may use Third Party or Xerox Client Tools, and/or certain other proprietary software, to perform its obligations under this Agreement. Third Party Software, Xerox Client Tools and Xerox Tools (collectively, "Tools") are considered trade secrets. Tools and any related documentation are licensed under a separate clickwrap or shrinkwrap license agreement that Customer must accept at the time of installation. The Tools will be installed and operated only by us, and Customer has no rights to use, access or operate the Tools. Customer will not decompile or reverse engineer the Tools. The Tools will be removed by us at the expiration or termination of this Agreement.
4. **Intellectual Property Rights.** All rights (including all intellectual property rights, whether recognized currently or in the future) in and to the Monitoring Software (including any source code, executable code, object code, tools and/or libraries related to the Monitoring Software) will at all times be owned by Us. No modifications and/or use by You of the Monitoring Software shall under any circumstances transfer any right, title or interest in or to the Monitoring Software to You or any third party.
5. **Warranty disclaimer.** You acknowledge that BENCHMARK/XEROX DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, XEROX TOOLS OR XEROX SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE OR THAT THE SOFTWARE, XEROX TOOLS OR XEROX SERVICES SHALL FUNCTION PROPERLY IN ANY COMBINATION WITH ANY THIRD PARTY TECHNOLOGY, HARDWARE, SOFTWARE, SYSTEMS OR DATA. BENCHMARK/XEROX IS NOT RESPONSIBLE FOR LOST, INTERRUPTED OR UNAVAILABLE WEBSITE NETWORK SERVER OR OTHER CONNECTIONS, MISCOMMUNICATIONS, DELAYS, FAILED TELEPHONE OR COMPUTER OR TELEPHONE TRANSMISSIONS OR TECHNICAL FAILURE, JUMBLED, SCRAMBLED OR MISDIRECTED TRANSMISSIONS, SOFTWARE MALFUNCTIONS, OR OTHER ERROR OF ANY KIND WHETHER HUMAN, MECHANICAL OR ELECTRONIC. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SOFTWARE, XEROX TOOLS AND XEROX SERVICES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SCHEDULE AND THE OBLIGATIONS AND LIABILITIES OF XEROX, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBJECT MATTER OF THIS SCHEDULE. XEROX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

EQUIPMENT CHANGES

All equipment addition, removal, and change requests or notification must be provided to us in writing on our PrintSmart Addendum Form to your assigned local account representative or to our contract support team via email at PrintSmart@benchmarkyouroffice.com.

1. **Added Devices.** You agree to notify us of any new devices added to your environment requiring coverage, allowing up to ten (10) business days from notification to begin coverage. Devices added to coverage during the term of the agreement will adopt the same expiration date and terms, unless lease requirement states otherwise. Base Rates and/or Cost-per-image rates (if previously blended) may be adjusted mid-term to accommodate the new device cost and expected volume. Any devices added to this agreement are subject to the full terms and conditions listed.
2. **Removing Devices.** You agree to notify us in writing (electronically is sufficient) of any devices that have been removed from the customer environment and no longer need coverage. A final meter reading must be provided in the notification for final billing. If notification is provided after the device has been removed and a final meter reading is unavailable, an estimated meter based on historical usage will be applied to final billing.
3. **Device Changes.** You agree to notify us in writing of any contact person or location changes regarding covered devices. You assume responsibility for estimated meter readings, delayed service and supply fulfillment in the case of device changes not reported.

PrintSmart Equipment Coverage & Site List (1-3 Devices)

Company Name:	Burnet, County of				
Street Address:	810 Steve Hawkins PKWY				
City:	Marble Falls	State:	TX	Zip	78654
Program Area	Name:	Title	Phone:	Email:	
Executive/Contract Focal Point:			830-798-3220		
Equipment Contact (Service & Supplies)			830-798-3220		
Monitoring Software (IT) Contact					
Accounts Payable					
Site Name:	Street Address:	City:	State:	Zip Code:	

DEVICE INFORMATION	DEVICE #1	DEVICE #2	DEVICE #3
Make	Xerox	0	
Model	C7020	0	0
Serial Number			
IP Address			
Friendly Name			
Site Name:			
Contact Name			
Asset Number(will be assigned by BBS)			
Proposed Costs			
Base	$ -		
B&W	$ 0.0129		
Color	$ 0.0790		
Mono Allowance	430		
Color Allowance	170		
Base Inc. Allowance	$ -		
PrintSmart Coverage Selections			
The PS Plan	X		
PS Essentials Plan			
PS Support Plan			
Hot SwapBolt On			
Help DeskBolt On (y/n)	M		
Blended Rate (y/n)	N		
ORDER TYPE (SNB,CTI, XTI, ATD, ADD)			

	CONTRACT ELECTIONS
CONTRACT TYPE:	New Agreement
CONTRACT TERM:	Lease Term
MONITORING SOFTWARE INSTALLED?	No
NEW EQUIPMENT PURCHASE INCLUDED?	Yes, Leased
BILLING OPTIONS: *Default is Summary Billing*	Summary Billing (default)
BILLING CYCLE	Monthly

Special Billing Notes

Implementation Notes:

Initial here to accept rate, plan, and term details above

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Benchmark Business Solutions ("we", "us", "our") and Burnet, County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1400202 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: X | NAME & TITLE: | DATE:

OUR SIGNATURE

Benchmark Business Solutions

SIGNATURE | PRINT NAME & TITLE | DATE