

COST PER IMAGE AGREEMENT

Addendum attached hereto and incorporated herein for all purposes.

AGREEMENT NO.: **1427618**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **University of North Texas**

ADDRESS: **1155 Union Cir # 310499 Denton, TX 76203-5017**

EQUIPMENT AND PAYMENT TERMS

SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 Xerox AltaLink C8070 Copier	<input type="checkbox"/>			100,000	0	0.0051	0.0456
1 Xerox AltaLink C8070 System	<input type="checkbox"/>			100,000	0	0.0051	0.0456
1 Xerox VersaLink B610DN System	<input type="checkbox"/>			20,000	n/a	0.0129	n/a
1 Xerox VersaLink B610DN System	<input type="checkbox"/>			20,000	n/a	0.0129	n/a
1 Xerox VersaLink C405DN System	<input type="checkbox"/>			20,000	0	0.0198	0.12
1 Xerox VersaLink C405DN System	<input type="checkbox"/>			20,000	0	0.0198	0.12
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **Dance & Theatre Department 1179 Union Circle, Rm 242 & 300 Bernard St., Rm 103**

METER FREQUENCY: **Monthly**

TERM IN MONTHS: **48**

MONTHLY BASE PAYMENT AMOUNT*: **\$646.90**

(*PLUS TAX)

SECURITY DEPOSIT: _____

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE: 7/10/2019

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 IN THE AGREEMENT IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE:

OWNER ("I")

STPT

DATE:

7/10/2019

8-4-19
DATE

679 County Road 404, Gainesville, TX 76240

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

IMAGE CHARGES AND OVERAGES. 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 Excess 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 Excess 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 Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess 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.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. 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.

TAXES. We own the Equipment. 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.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. 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.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. 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. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature data. All other modifications to the Agreement must be in writing signed by each party.

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.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: STRATEGIC TECHNOLOGY PARTNERS

UNIVERSITY OF NORTH TEXAS

Date: 8-4-19

Date: 7/20/2019

Addendum attached hereto and incorporated herein for all purposes.

Strategic Technology Partners
OF TEXAS

eValet Service & Supply Agreement

THIS IS A LEGALLY BINDING
NON-CANCELABLE CONTRACT

Agreement No: 642019

Customer – Use EXACT registered name if a corp., LLC or LP University of North Texas Dance & Theatre Department		Customer's Contact Person: [REDACTED]		Contact Person's E-mail: [REDACTED]@unt.edu	
Street 1179 Union Circle, Rm 242 & 300 Bernard St., Rm 103		City Denton	State TX	County Denton	Zip Code 76201
				Customer's Telephone 940-565-2211	

*PRICING BASED ON STATE AND LOCAL TIPS USA CONTRACT - *HUB VENDOR # 0000016751

In this Service and Supply Agreement, as it may be amended or supplemented from time to time (the "Agreement"), the word "Customer" means the Customer named above. "Company" means Metro-Centre/Computer Color GraphiX/Strategic Technology Partners of Texas, an authorized Xerox Partner Print Services reseller. "Xerox" means Xerox Corporation.

1. **SERVICES.** XEROX WILL PROVIDE THE SERVICES IDENTIFIED IN THE ATTACHED DESCRIPTION OF SERVICES ("SERVICES") FOR THE DEVICES IDENTIFIED IN EXHIBIT A AND EXHIBIT B TO THIS AGREEMENT ("MANAGED DEVICES"). The Tools (as defined below) will be used to monitor the Networked Devices identified COST PER IMAGE AGREEMENT. The Tools provide automatic service and supplies alerts to the Help Desk (e.g. low toner) and are used for automated meter collection, new device discovery, and device data collection for reporting. The Tools periodically scan approved ranges of Customer's network for devices which may be eligible to be added as Managed Devices. Devices identified through this process may be added as Managed Devices and billed at the rates identified in The Cost Per Image Agreement and Exhibit A-Exhibit B. Customer promises to pay to Company the "Minimum Monthly Charges" set forth on The Cost Per Image Agreement, any excess print charges, monthly fees and consumable charges and all other amounts stated herein.
2. **TERM AND TERMINATION.** This agreement is effective from the commencement date and shall continue for the entirety of the term stated on page 4. Thereafter, the agreement shall automatically be renewed for successive one (1) year term unless terminated sooner by either party on no less than ninety (90) days; prior written notice to the other party. The prices, terms and conditions for such successive term(s) shall be those in effect at the time of renewal. The Agreement may not be terminated during the first three years. If this agreement is terminated before the end of the contract early termination charges may be charged.
3. **BREAK FIX SERVICES.** Except for Other Devices identified as "Supplies Only" in Exhibit A, Xerox will keep the Managed Devices in good working order ("Break Fix Services").
 - a) Break Fix Services may be initiated by the Tools for Networked Devices or by Customer calling the Help Desk.
 - b) If a device fault cannot be resolved remotely, Xerox will dispatch a service technician to perform on-site Break Fix Services, which will usually be the next business day. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 8:00AM to 5:00PM local time ("Service Hours"). Break-Fix Services exclude repairs due to: (i) misuse, neglect, abuse or operation of a Managed Device outside the original equipment manufacturers ("OEM") specifications; (ii) failure of the Customer's PC to comply with the OEM's published specifications; (iii) act of God or other force majeure event; (iv) relocation, alterations, or use of options, accessories, service or supplies not provided by Xerox; (v) failure to perform any Customer Responsibilities identified in the section titled "Customer Responsibilities"; or (vi) acts or omissions of Customer or any party not affiliated with Company or Xerox.
 - c) If Xerox determines that a Managed Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies (defined below) are no longer commercially available, Customer may (i): replace the device at its own expense with a device that is then supported by Xerox, or (ii): notify Company to delete the device from the Agreement.
 - d) Replacement parts may be new or used and all removed, replaced parts become Xerox's property.
 - e) If a maintenance kit or drum is required for a Managed Device, Xerox will provide Customer with the drum or maintenance kit component(s). Drums and maintenance kits are included in pricing. Technicians are not dispatched for preventative maintenance or cleaning or for installation of maintenance kits or drums if such items are designated as CRUs.
4. **SUPPLIES.** Xerox will furnish toner or ink ("Supplies"), as applicable, for Managed Devices as identified in Exhibit A and Exhibit B.
 - a) Supplies requests may be placed by the Tools or by Customer calling the Help Desk.
 - b) Supplies are Xerox's property until used by Customer, and Customer will use them only with the Managed Devices. Selling, transferring, bartering or otherwise conveying Supplies to anyone is strictly prohibited and is subject to civil and criminal penalties.
 - c) Upon request, Customer will provide an inventory of Supplies in its possession. Upon expiration or termination of the Agreement Customer will, at Xerox's option and expense, return any unused Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.
 - d) To prevent excessive shipment of Supplies, when Supplies are ordered for Networked Devices, Xerox will: (i) check the current consumables level, if available, to validate a low consumables condition; and (ii) check the metered impression volume since the last Supplies shipment to determine if impression volume exceeds the expected yield. If these conditions are not satisfied, Supplies will be billed to Customer.
 - e) Xerox may not provide Supplies if a current meter read is not received for a Networked Device. Pricing set forth on Exhibit A and Exhibit B includes standard ground shipping. If Customer requests expedited shipping, the cost of second day, overnight, or other non-standard shipping will be billed to Customer.
 - f) Customer must separately purchase all supplies other than those specifically listed on Exhibit A and Exhibit B, including, without limitation, paper and staples, at Customer's own cost.

5. **HELP DESK.** The Help Desk is available during the Service Hours to receive, track, escalate, process and close service issues, remotely resolve certain issues, and process Customer requests for Break Fix Services and Supplies.

6. **CUSTOMER RESPONSIBILITIES.** Customer will:

- a) Notify Company if Customer wishes to relocate a Managed Device, and Company will advise Customer if Services are available at the new location.
 - b) Assure that Networked Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network.
 - c) Provide a dedicated PC (or server) that is connected to Customer's network at all times ("Customer PC"); and allow Company and Xerox to install, use, access, update and maintain the Tools on the Customer PC. The Tools cannot be installed on a PC where other SNMP-based applications or other Xerox Tools are installed, because they may interfere with the Tools.
 - d) Ensure that proper virus protection is installed, maintained, and enabled on any servers, desktop workstations, laptop computers and other hardware attached to the Customer's network and output environment, as well as on any server or computer hosting the Tools or any data on the Customer's network. Neither Company nor Xerox is responsible for the disruption of Services or loss of functionality of the Tools caused by any of the foregoing. If the Tools become inoperable due to Customer implemented changes to its network, Company will work with Customer to remotely re-install Tools.
 - e) Assist in implementation of the Tools by providing relevant network information such as the IP address ranges or subnets on which Managed Devices reside.
 - f) Distribute Supplies within Customer's site and install them in Managed Devices, clear paper jams, and resolve any network or Customer PC issues, or any Managed Device software issues.
 - g) Replace Managed Device cartridges and CRUs. Customer Replaceable Units ("CRUs") are those items that an operator can install without service assistance, including but not limited to certain drums and maintenance kits.
 - h) Provide reasonable access to Customer's facilities and personnel as required for the performance of the Services.
 - i) Ensure that Managed Devices are installed and operating within the OEM's specifications and are readily accessible to the Xerox authorized service representative.
 - j) Submit meter data for Non-Networked Devices when such cannot be provided by the Tools.
 - k) Request Break Fix Services and Supplies from the Help Desk for Managed Devices that are not compatible with the Tools.
 - l) Grant or transfer to Xerox sufficient rights to use software owned, licensed or otherwise controlled by Customer, as required, solely for the purpose of providing the Services.
 - m) Legally dispose of all hazardous wastes generated from use of Managed Devices and associated Supplies and CRUs
- Neither Company nor Xerox will be liable for delays or services failures, including but not limited to implementation delays if Customer does not perform or facilitate completion of its designated responsibilities.

7. **PRINT CHARGES; LATE FEES AND TAXES.** Each month, Customer agrees to pay Company, by the due date as set forth on the invoice, all Minimum Monthly Charges, excess print charges and all other amounts due under this Agreement (including all applicable taxes). Customer agrees to pay the Minimum Monthly Charges each month even if Customer does not make the number of prints included with the Minimum Monthly Charge. Customer may not carry over a credit from any month during which Customer makes fewer than the minimum number of prints. If meter reads are not provided, Company (i) may estimate the number of prints used and invoice Customer accordingly, (ii) may charge a fee in the amount of \$75.00 per Device that do not report meter readings for each month until meter readings are provided, and (iii) will adjust the estimated charge for excess prints upon receipt of actual meter readings. If Company does not receive payment in full on or before its due date, Customer shall pay (i) a fee equal to the greater of 1.5% of the amount that is late or \$25, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month from the due date to the date paid. Customer is responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments, license and registration fees and other governmental charges relating to this Agreement (collectively, "Taxes"). Customer agrees to comply with billing procedures by us. At the end of the first year of this Agreement and each successive year thereafter, we may increase the minimum monthly payment amount by a maximum of 8% of the existing charges. The Company may periodically bill Customer for, and Customer agrees to promptly pay any Taxes. Customer authorizes Company to pay any Taxes when and as they may become due, and Customer agrees to reimburse Company promptly upon demand for the full amount (less any estimated amounts previously paid by Customer).

8. **XEROX CLIENT TOOLS & XEROX TOOLS.** Company will use certain Xerox software tools that are installed on Customer's network ("Xerox Client Tools"), and/or certain other proprietary Xerox software ("Xerox Tools"), to perform Company's obligations under this Agreement. Xerox Client Tools and Xerox Tools (collectively, "Tools") are Xerox trade secrets. Xerox Client Tools and any related documentation are licensed under a separate clickwrap or shrinkwrap license agreement that Company must accept at the time of installation. Xerox Tools are operated and used only by Company and Xerox, and Customer has no right to use, access or operate the Xerox Tools. Customer shall not decompile or reverse engineer the Tools. The Tools will be removed by Company at the expiration or termination of this Agreement. Xerox Client Tools facilitate performance of the Services through automatic collection and transmission of data to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner. The automatic data transmission capability does not allow Company or Xerox to read, view or download the content of any of Customer's documents residing on or passing through the Managed Devices or Customer's information management systems. If a meter reading is not generated by Xerox Client Tools or, upon request, Customer fails to provide a meter reading, Company may estimate the reading and bill Customer accordingly.

9. **INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that the Tools infringe a third party's U.S. intellectual property rights. Customer must promptly notify Company and Xerox of any alleged infringement and permit Xerox to direct the defense. Neither Company nor Xerox is responsible for any non-litigation expenses or settlements unless Xerox and Company pre-approve them in writing. To avoid infringement, Xerox may modify or substitute an equivalent tool, or obtain any necessary licenses. Xerox is not liable for any infringement based upon a modification of the Tools to Customer's specifications or the Tools being used by Customer in a manner not permitted by this Agreement.

10. **NO WARRANTIES; LIMITATION OF LIABILITY.** The Services will be performed in a skillful and workmanlike manner. NEITHER XEROX NOR COMPANY MAKE ANY OTHER WARRANTIES AND BOTH XEROX AND COMPANY DISCLAIM ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Any liability for any cause whatsoever shall be limited to amounts paid by Customer under this Agreement. This limitation shall apply regardless of the form of action, whether contract or tort, including without limitation negligence actions, provided, however, that this limitation shall not apply to damages resulting from personal injury caused by Company's negligence. In no event shall Xerox or Company be liable to Customer for any special, indirect, incidental, consequential, exemplary or punitive damages in any way arising out of or relating to this Agreement.

11. **LOSS AND DAMAGE.** Customer bears the risk of loss and damage to the Managed Devices and Customer shall continue to perform its obligations even if it becomes damaged or suffers a loss.

12. **ASSIGNMENT.** CUSTOMER SHALL NOT SELL, ASSIGN, OR OTHERWISE TRANSFER (collectively, "TRANSFER") THIS AGREEMENT, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF COMPANY. Any attempted assignment or delegation without the prior written consent of Company shall be void. Although Xerox is not a party to this Agreement, Xerox is a third party beneficiary of this Agreement. Customer acknowledges that Company may, without notice to Customer, Transfer this Agreement to Xerox or a third party reseller of Xerox products.

13. **DEFAULT.** Customer will be in default hereunder if Customer fails to pay any amount within 15 days of the due date as set forth in an invoice issued under this Agreement or if Customer fails to perform any other obligation under this Agreement. If Customer defaults, Company may do any or all of the following, at Company's option: (a) terminate this Agreement, (b) require Customer to pay to Company, on demand, an amount equal to the sum of (i) all amounts then due and past due, (ii) all remaining Minimum Monthly Charges for the Term and (iii) all other amounts that may thereafter become due hereunder to the extent that Company will be obligated to collect and pay such amounts to a third party, and/or (c) exercise any other remedy available to Company under law. Customer also agrees to reimburse Company on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs).

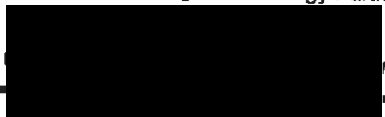
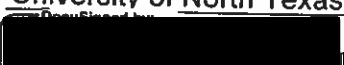
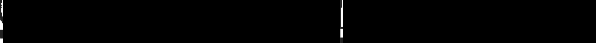
14. **NOTICES.** Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence.


15. **APPLICABLE LAW; VENUE; JURISDICTION.** Any action related to this Agreement shall be governed by the laws of Texas without regard to choice of law principles, and any litigation hereunder shall take place in the state or federal courts located in Texas, Cooke County. Each term hereof shall be interpreted to the maximum extent possible so as to be enforceable under applicable law.

16. **MISCELLANEOUS.** This Agreement may be executed in counterparts, all of which together shall constitute the same document. Customer agrees that a facsimile or other copy containing the signatures of both parties shall be as enforceable as the original executed Agreement. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either party, either express or implied, or any breach of these terms or conditions shall be construed as a waiver of any other term or condition. The provisions of this Agreement that by their nature continue in effect shall survive the termination or expiration of this Agreement. The Agreement represents the final and only agreement between Customer and Company and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. The Agreement can be changed only by a written agreement between the parties. *This is a Legally Binding Non-Cancellable Agreement. Customer hereby represents to Company that this Agreement is legally binding and enforceable against Customer in accordance with its terms.*

17. **Start Date.** All units not on the network on the "go live" date will be added as a MACD after they are on the network and reporting.

18. **MACD - Deleted Machines.** A \$50.00 fee will be billed for any unit/s covered on this contract deleted prior to the term date in addition to any applicable early termination charges.

Accepted by Strategic Technology Partners of Texas	Customer: University of North Texas
 814119 6/24/2019 (Date)	By:  7/10/2019 (Date)
	Print Name: 

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