

TECHNOLOGY AGREEMENT



AGREEMENT NO.: **1843168**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Manor, City of** FEDERAL TAX ID #:

ADDRESS: **105 E Eggleston St Manor TX, 78653-3463**

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
3 Sharp Bp- 70C45	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY:

TERM IN MONTHS: **63** BASE PAYMENT AMOUNT*: **\$891.60** (*PLUS TAX)

SECURITY DEPOSIT:

ANALYST SUPPORT SERVICES OPTION (By selecting "YES" you agree that an Annual Analyst Support Services Payment of \$299 will be added to the Agreement's invoice once per year)

Do you wish to enroll in the Analyst Support Services Program? Yes

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) X

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER ("WE", "US", "OUR")

Visual Edge IT

OWNER SIGNATURE PRINT NAME & TITLE DATE

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, 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. If we designate a later commencement 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 commencement date. We may charge you a one-time origination fee of \$150.00. If any amount payable to us is not paid within 5 days of its due date, 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. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You understand and agree that a portion of the Base Payment Amount is attributable to your rental of the Equipment ("Equipment Payment") and the remainder of the Base Payment Amount is attributable to the amount you owe us for services and supplies (the "Service Payment").
2. **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.**
3. **IMAGE CHARGES AND OVERRAGES.** 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. 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 15% 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 USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, 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. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
5. **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.
6. **POSTAGE DEVICES.** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

7. 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.

8. 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 (including, but not limited to, any obligations to provide maintenance, service or supplies) and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**

9. 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. Any insurance proceeds received relating to insurance you obtain 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 2% per annum. 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.

10. INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's 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 do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may 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 relating to insurance we obtain pursuant to this subsection (A) 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 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

11. 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, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

12. END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional twelve-month period under the same terms unless a) we receive written notice from you, at least 60 but no more than 120 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 price of the Equipment.

13. DEFAULT/REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement 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, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) 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. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

14. 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.

15. LIMITATION ON CHARGES. This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

16. 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. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. 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. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. 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 date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

THE TERMS AND CONDITIONS BELOW APPLY TO THE SERVICES, SUPPLIES AND SERVICE PAYMENT ONLY.

- A. BUSINESS HOURS; ACCESS.** Necessary service calls performed during normal business hours are included. "Normal business hours" shall mean 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays. You agree to provide us full and free access to the Equipment to provide the services. You shall provide free of charge or validated parking for service vehicles.
- B. KEY OPERATOR.** You must provide us with a "Key Operator" who will perform basic assignments and responsibilities as instructed by us. This agreement provides training of persons designated as Key Operators.
- C. CONSUMABLE SUPPLIES.** When the Equipment requires consumable supplies to operate, the following conditions apply: (a) it will be the manufacturer's average yields which are used to compute the amount of supplies provided to you with this agreement; (b) when the consumption of supplies exceeds the manufacturer's average yields, then we will, at our discretion, charge you for the consumable supplies required to complete the remaining copies/prints on this agreement; and (c) you agree to pay us any shipping charges on consumable supplies shipped to your location. The shipping charges will appear on your regular billing statement. Consumable supplies included are toner related items, developer and drums, staples (if applicable) and imaging consumables. Paper is not included. Subject to (b) above, consumable supplies remain our property and must be returned at the conclusion of the Agreement, and you agree to pay for any unused consumable items not returned to us at our then rates and terms.
- D. INCLUDED PARTS AND LABOR.** You agree to provide a suitable environment for the Equipment as specified by us, including adequate space and accessibility, electrical power, temperature control. We will furnish all the parts and labor (as specified or excluded herein) to keep the Equipment in good working order. If selected, we will provide you access to the Smart Center and Dark Web monitoring service. We will also conduct a cybersecurity review and evaluation and, upon completion, provide a Cybersecurity Executive Summary and scorecard. Maintenance will include lubrication, adjustments and preventative maintenance based upon the specific needs of the individual machine and the replacement of included parts and supplies, all deemed necessary by us. Parts required for repair may be recycled and reconditioned, and replaced parts become the property of us at our option.
- E. EXCLUSIONS.** Separate charges for repairs or replacement of parts due to the following shall be paid for by you at our current rates for service and parts at the time such service is performed: (a) repairs resulting from causes other than normal use; abuse or misuse by the operators (including without limitation damage to photo conductors) accident; theft; neglect; acts of third parties; fire; water; casualty or other natural force; (b) repairs made necessary by service performed by personnel other than us; (c) repair of damage or increase in service time caused by the use of any supply item which causes machine damage or excessive service or does not meet the manufacturer's minimum physical property guidelines or specifications; (d) repair of damage or increase in service time caused by the use of the Equipment for purposes other than for which designed, or beyond manufacturer's recommended usage, specifications, or applications; (e) service connected with relocation of Equipment; (f) adding or removing accessories; (g) service of accessories, attachments or devices not included as Equipment herein; (h) service calls resulting directly from operator error or neglect; (i) the discontinuation of parts support by the manufacturer or our inability to provide service due to any event beyond our control; (j) installing, removing, re-installing or maintenance of electrical, computer, cabling, software, and/or related equipment, accessories, attachments, option or other devices external to the Equipment. Refinishing the Equipment, inspecting altered Equipment or performing services connected with relocation of Equipment. Re-installation or addition of drivers. Troubleshooting, maintenance, or repair of your network issues.
- F. ANALYST SUPPORT SERVICES.** If selected (for an additional yearly charge), includes phone, remote, and onsite troubleshooting, diagnosis, and repair of issues relating to printing, scanning and faxing. Covers reloading and adding of drivers scan destinations, and address book entries. Our technicians must have access to your representative that has the computer and network administrator passwords. You are responsible for creation and maintenance of network infrastructure to support desired network MFP functions. Full reconnect print and scan after moving a machine is not covered. If not selected, such services will be performed at our then-current rates for each applicable service.

Maintenance Agreement



**VISUAL
EDGE IT**
SECURE TECHNOLOGY SOLUTIONS

Equipment

CUSTOMER (hereinafter referred to as "You" or "Your") DATE: 6/1/2023

FULL LEGAL NAME

City of Manor

INSTALL ADDRESS

City, State and Zip

County

105 East Eggleston

MANOR

TX

78653

0

METER COLLECTION SOFTWARE CONTACT

EMAIL ADDRESS

PHONE NUMBER

BILL TO ADDRESS (If different from above)

City, State and Zip

County

105 East Eggleston

MANOR

TX

78653

0

Agreement Summary:

See Appendix B

NO

Sales Rep:

Device Make/Model#	Monthly Service Base Amount	Install Location *if different from above	Monthly Image Allowance		Contract Usage Per Image Charge	
			B&W	COLOR	B&W	COLOR
Sharp SHBP70C45	\$730.45				\$0.0077	\$0.0456
Sharp SHBP70C45					\$0.0077	\$0.0456
Sharp SHBP70C45					\$0.0077	\$0.0456
Total Consolidated Monthly Image Allowance Base			18500	12500		

Agreement Options

Included: All Travel, Parts and Labor (including drums, PM kits, toner and developer), Access to the Smart Center.

Base Billing Frequency

Monthly

Not Included: Paper, Staples, Exterior Plastic, and Glass

B/W Usage Billing Frequency

Quarterly

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, will result in a \$20 monthly admin fee per device for manual meter collection. **DCA option declined-please understand that all service, supplies and meter reads will be a manual process requiring input from you the customer.

Color Usage Billing Frequency

Quarterly

**Base Charges are billed in Advance and Overage are billed in Arrears.

Contract Term

Lease

**Billing payment period is monthly unless otherwise indicated.

Monitoring Software

Yes/\$0

Electronic Invoicing

Yes

Special Provisions:

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.

CUSTOMER: (As Stated Above)

By: **X**

Authorized Signature

Lydia Collins

Print Name

Title:

Date:

Selling Dealer Information		Customer Information	
Dealership	<u>Visual Edge IT</u>	Account Name	<u>City of Manor</u>
Account #	_____	Member ID	159990 (Required)
		Member ID Lookup	Sourcewell Vendor Portal
Address	<u>8711 Fallbrook Drive</u>	Contact	<u>Lydia M Collins</u>
City, State Zip	<u>Houston, TX 77064</u>	Delivery Address	<u>105 E Eggleston St</u>
Phone	<u>806-776-3109</u>	City State Zip	<u>Manor, TX 78653</u>
Email	acouch@visualedgeit.com	Phone	<u>512-272-5555</u>
		Email	lcollins@manortx.gov

Purchase Order Information

Dealer PO # _____	Customer PO # (if applicable) _____
-------------------	-------------------------------------

Model #	Unit Price	Qty	Price Extension
Sharp BP-70c45		3	See Lease
BP-DE14		3	
BP-FN11		3	
MX-PN14B		3	
BP-FX11		3	
TOTAL			

DEALER & CUSTOMER SIGNATURE REQUIRED PRIOR TO ORDER PLACEMENT

Dealer Printed Name	Customer Printed Name
X _____	X _____
Dealer Signature & Date	Customer Signature & Date

ADDITIONAL INFORMATION

End User PO Attached YES NO
(Customer signature required if PO isn't attached)

Payment (please select ONE)

Bill End User

Bill Dealer / Certified Channel Reseller

Financed Order
Financed Orders require copies of lease documents. If it is intended for the Lease Company to pay Sharp directly, a Pay Proceeds Document is required. Note that lender is subject to credit approval.

Dealer Ship To Information (specify if different from above)		
Ship to Dealer	City	State
_____	_____	_____
Acct #	_____	

Send PO to: SNAPCustomerService@sharpsec.com	All Other Inquiries: (incl RAs and reships) SNAPCustomerService@sharpsec.com
Order Status: For Order Information, visit: https://b2b.sharppamericas.com Tech Data Inquiries, email: ISCS.Sharp@techdata.com (EMAIL MUST INCLUDE SHARP ORDER NUMBER)	



5 year or 1,000,000 Clicks FIX OR REPLACE GUARANTEE

Performance Guarantee

If you are not satisfied with the performance of your system, **VEIT will correct or replace it, without charge**, with a system of equal capabilities to resolve performance issues. If a problem does arise, please forward a letter to the attention of the Vice President, describing the problem and allow 60 days for resolution by VEIT. Customer must be a continual party to a VEIT Maintenance and Supply Agreement and must be current on all invoices or this guarantee will be invalid. This guarantee becomes effective the date of installation and execution of expressed or implied shall be valid unless signed by an officer of VEIT Office Systems. This guarantee shall be a period of 5 years or 1,000,000 images, whichever occurs sooner. This guarantee does not cover damage due to abuse, negligence or Act of God.

Authorized by: Carol Singletary

Title: AVP

Date: 06/01/23



Company Name **City of Manor**

We utilize a data collection agent (DCA) in order to ship supplies proactively, obtain meter readings for accurate billing, and determine supply usage rates. The DCA software shall be installed by the Customer on either an onsite server or a desktop PC on the same network as the printers.

If a device(s) fails to report, we will notify the Customer of the need for resolution. It shall be the responsibility of the Customer to work with us to restore reporting on said device(s). If no response is received within 60 days, devices will be unable to be monitored until connection is reestablished.

Monitored Status

I, _____, have the authority and **DO ACCEPT** the DCA installation for the above-named customer.

Would you like automatic toner replenishment? Yes No

Non-Monitored

I, _____, **Decline** the DCA installation. I understand that by denying the installation I am agreeing to the following:

- Supply levels will not be monitored therefore supplies will NOT be shipped proactively.
- Supply orders will need to be placed manually via email (scrsupplies@visualedgeit.com) or through the Smart Center app on the device (if applicable).
- When requested and when available, fees incurred for overnight shipping will be charged to the Customer.
- A \$20.00 non-network fee PER DEVICE will be assessed on your monthly statement.

Date: 5/5/2023

Authorized Customer Signature: _____

Primary Contact * for FM Audit: _____

**If the Customer contact person should change during the contract, it is the responsibility of the Customer to notify us and update critical contact information.*