KYLE OFFICE PRODUCTS

418 Tarrow St. Suite B College Station, TX 77840
P: (979) 260-3377

INVOICE

Invoice Number:	IN1537
Invoice Date:	1/9/2024
Account Number:	CN146
Balance Due:	$2,305.50

Bill To: WALLER COUNTY
929 5TH ST
HEMPSTEAD, TX 77445-5429

Ship To: WALLER COUNTY
929 5TH ST
HEMPSTEAD, TX 77445-5429

Sales Person	P. O. Number	Payment Terms	Payment Due
Kaylie K Williams		Due on receipt	2/1/2024

Remarks

Description	Amount
C505-3RB733422- machine buyout	$2,305.50

We appreciate your prompt payment. If you have any questions, please email ap@kyleofficeproducts.com

Subtotal	$2,305.50
Discount	$0.00
Freight	$0.00
Sales Tax	$0.00
Invoice Total	$2,305.50
Balance Due	$2,305.50

SMARTprint

KYLE OFFICE PRODUCTS

MANAGED PRINT SERVICES AGREEMENT

CUSTOMER (hereinafter referred to as "You" or "Your")	Agreement No.	22-0502

Full Legal Name: Waller County - 911 Addressing
Contact Name: Tonya Mewis
Contact Phone:
Email: t.mewis@wallercounty.us

Billing Address	City, State and Zip
929 5th St.	Hempstead TX 77445

Physical Address	City, State and Zip
929 5th St.	Hempstead TX 77445

Supplier (hereinafter referred to as "We" or "Us")

Name	Address	City, State and Zip	Phone
KYLE OFFICE PRODUCTS	418 TARROW STE B	COLLEGE STATION TX 77840	979-260-3377

In Scope Device Model: C505

In Scope Device Serial Number: 3RB733422

Current In-Scope Devices*:	1	Mono Volume Allowance:	0
Full Service Program Base Charge Per Device**:	$76.85	Color Volume Allowance:	0
Total Base Service Charge:	$76.85	Consolidated Per-Image Charge for Additional Volume:	
		Mono Rate: $0.0165	Color Rate: $0.098

* In-scope devices may vary as customers add, dispose, or move devices onto the "In-Scope Equipment List" during the contract term.

** Full Service Program Base Charge includes printer environment monitoring, automated toner replenishment, proactive service error monitoring, techinical phone support, onsite service and quarterly reporting. Further service management details located on Page 2 of this document.

SERVICES OFFERED: We agree to provide the consumables (excluding paper), along with free printer environment monitoring, auto toner replenishment, proactive service error monitoring, free phone technical support, service, and quarterly environment reporting under this Managed Print Agreement. Further information on the Service Management details are on Page 2 of this document.

IMAGE CHARGES: Monitoring software tools will be used to report monthly volumes and provide the basis for monthly image charges. Payments are due monthly, beginning the date the Agreement is initiated (as noted by the Agreement date below) or any later date designated by Us (see "Transitional Billing" section below) and continuing on the same day of each following month until fully paid. You are entitled to make the total number of images reflected in the Monthly Image Allowance shown on in the Attached "In-Scope Equipment List" each month (if consolidated), or the monthly amount Image Allowance Per Machine or Group (if not consolidated). If You use more than the applicable Allowance(s) in any month, You will pay Us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. You agree that effective on each/any anniversary of this Agreement, We may annually increase both the Minimum Monthly Payment and the Excess Per Image Charge by amounts determined in Our discretion, but not to exceed ten percent (10%) of the then current payment and/or charge in each year.

TRANSITIONAL BILLING: All agreements begin the 1st of the month following delivery. Meter Readings begin the day of installation. If this Cost Per Image Agreement has no minimum monthly service charge (as designated above), we will bill you for actual pages printed from the Agreement initiation date until the designated commencement date. Charges are not pro-rated, full months no matter what date delivered or removed.

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 BRAZOS 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.

LATE FEES: If any amount payable to Us is not paid when due, You will pay Us a late charge equal to three (3) percent of the overdue balance.

FIT FOR SERVICE: KOP will need to take a physical inventory of the equipment listed above upon or prior to its being covered by this Agreement to determine whether they are in working order. In the event, as of the date coverage commences under this Agreement, any equipment is not in good working order, the Customer shall have said Equipment repaired at their sole expense and, until such equipment is repaired, shall not be covered under this Agreement. An initial meter reading of zero (10) is agreed, unless timely information is provided to the contrary, for any Equipment that is capable of using our supplied toner and ink consumables.

COMMENCEMENT & TERM: The initial term of this agreement will be for 48 months from the commencement Date of Services. Upon expiration, this Agreement will renew automatically for consecutive terms of 12 months each unless you notify us in writing no less than 60 days prior to expiration. Supplies remaining on the shelf unused will be returned to KOP at your expense. The Xerox Device Agent running is mandatory. This is a NON-CANCELLABLE AGREEMENT. The equipment belongs to Kyle Office Products. If early termination is required a fee of no less than $175.00 will be charged.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, THE REVERSE SIDE, ATTACHED "In-Scope 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: *Tracy Kyle* (Signature) Date Accepted:	By: X [signature] (Signature) Date: 5-2-22
Print Name & Title: Tracy Kyle - Vice President	Print Name & Title: CARBETT "TREY" J. DUHON III WALLER COUNTY JUDGE

I. **MAINTENANCE AND SUPPLIES.** The charges stated in the Agreement include charges for maintenance (from 8 a.m. to 5 p.m. local time, except weekends and holidays ("Regular Service Hours")), inspection, adjustment, parts replacement, cleaning material required for proper operation, and black toner and developer for such Equipment and may also include charges for such maintenance and supplies provided to You for the equipment (reflected on the Attached "In-Scope Equipment List"). You must purchase paper and staples (if applicable) separately. Color toner and developer supplies will be provided for production of pages as shown, with up to 40% page coverage included. If an analysis is done where you are using 40-60% coverage the rates can increase up to $.145 per page fr Color, if 60-80% coverage then $.1534 per page.

A. **Equipment Eligible for Coverage.** This only applies to the Equipment identified on the Attached "In-Scope Equipment List". In-Scope devices may vary as You add, dispose, or move devices onto the list, notifying Us in writing. You represent and warrant that there are no equipment conditions that do not meet manufacturer's specifications ("Pre-Existing Conditions") for devices listed in the Attached "In-Scope Equipment List".

B. **Definition of Services Provided.** We agree (a) to perform only those repairs involving worn Equipment components that have failed during ordinary use of the Equipment under normal operating conditions (trays, covers and other non-consumable parts are not covered), and (b) to supply You with all toner and ink consumables required to operate the Equipment. Requests for services outside of Regular Service Hours will be provided on a best effort basis at Our prevailing time and material hourly rate. Such charges for services outside of Regular Service Hours are in addition to the prepaid Minimum Monthly Payment. This Agreement does not cover after-hours service, shop overhauls, and service made necessary by accident, fire, water or natural disasters.

C. **Access to Equipment.** We shall have the right to access Your site and any other of Your premises that may house Equipment upon reasonable notice for access with Your supervision during regular work hours. We reserve the right to invoice You at Our prevailing time and material hourly rate, separate from the Minimum Monthly Payment, when access to the Equipment is denied for greater than fifteen (15) minutes, when You initiated the request for service. We shall apply an estimated monthly page volume to any and all Equipment that cannot be accessed for page count recording purposes.

D. **Authorized Maintenance Providers.** We, at Our discretion, may authorize Our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Equipment. In cases where We manage Your third party service agreement on your behalf, then all sums currently due under that agreement must be paid in full before We will assume any obligation or responsibility.

E. **Repair Responsibility.** Our responsibility ceases if persons make repairs to the Equipment other than Our authorized representative or subcontractor. It also ceases if competitive supplies are used, or if the damage occurs as a result of Your abuse or improper handling.

F. **Ownership and Control of Toner and Ink Consumables.** All equipment, toner and ink consumables provided under this Agreement shall at all times remain the property of Us. 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 empty consumables supplied by Us under this Agreement. You shall not be charged for any toner or ink consumables in use upon the expiration of this Agreement. Any toner or ink consumables not returned shall be billed by Us to You at the prevailing cartridge retail purchase price. The ordering of consumables significantly in excess of the number of prints produced may be charged to You by Us.

G. **Additional Equipment and Right of Inspection.** You shall notify Us promptly upon installing any additional equipment at Your site capable of using Our supplied toner and ink consumables. Equipment installed subsequent to the date of this Agreement will be evaluated by Us, and included in, or excluded from, this Agreement at the sole discretion of Us. If You add Additional Equipment the Minimum Monthly Payment may be adjusted accordingly at Our sole discretion. If any such Additional Equipment is used equipment, You represent and warrant to Us that, except for Pre-Existing Conditions duly disclosed to Us prior to such Additional Equipment being covered by this Agreement, all of the Additional Equipment shall, on the date such coverage commences, be in good working order. We shall be entitled to take a physical inventory of the Additional Equipment upon or prior to its being covered by this Agreement to determine whether they are in working order. In the event, as of the date coverage commences under this Agreement, any Additional Equipment is not in good working order, You shall have such Additional Equipment repaired at Your sole expense and, until such Additional Equipment is so repaired, any Additional Equipment with Pre-Existing Conditions shall not be covered under this Agreement.

II. **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. If Your notify Us within ninety (90) days from performance of the services that the services or a part thereof fails to conform to the standards specified herein, Your sole and exclusive remedy is that We shall promptly repair, replace or re-perform the non-conforming services.

III. **TRACKING SOFTWARE.**

If Tracking Software is Involved, You grant Permission to Install and Maintain Tracking Software. We own software ("Tracking Software") that enables Us to monitor the usage of, and the copy count produced on, the Equipment. You agree that We shall have the right, at any time during the term of this Agreement, to install the Tracking Software on one or more of Your computer networked station(s). 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 Tracking Software or to install new releases or additions to the Tracking Software. Under no circumstances will the Tracking Software provide Us access to Your information other than information directly related to this Agreement. You agree to not delete or remove the Tracking Software or to alter, modify or otherwise render it unusable during the term of this Agreement without the prior written consent of Us. If You disagree, then We retain the right to invoice You the prevailing hourly billable rate for labor required to obtain meter readings, per meter reading cycle.

We may use Xerox Client Tools, and/or certain other proprietary Xerox software ("Xerox Tools"), to perform its 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 Customer must accept at the time of installation. The Xerox Tools will be installed and operated only by Kyle Office Products, and Customer has no rights to use, access or operate the Xerox Tools. Customer will not decompile or reverse engineer the Tools. The Tools will be removed by Kyle Office Products at the expiration or termination of this Agreement.

IV. **MISCELLANEOUS.**

A. **Software.** Performance issues related to Software and/or connectivity are not covered under the terms of this Agreement. Any warranties related to Software will be those offered by the manufacturer and will be passed directly to the user.

B. **Software/Hardware.** Connectivity and performance issues related to Software and non-standard hardware are not covered under the terms of this Agreement. Any warranties related to these solutions, which include but are not be limited to: HP Digital Sending Software, Web Jet Admin, Auto Store, any OCR software, computers and scanners, will be those offered by the manufacturer and passed directly to the user. Operation and configuration of the Software will be the responsibility of You after initial install and operation test of (1) "Send To" folder is completed by Us.

V. **CORRECTIVE ACTION & CANCELLATION**: If services provided do not comply with service levels set forth in this agreement, you will notify Kyle Office Products in writing detailing your concerns. Within ten (10) days following receipt of said notice, you and Kyle Office Products shall meet, clarify your concerns and develop a corrective action plan to remedy such alleged non-compliance. As your exclusive remedy for non-compliance, Kyle Office Productswithin sixty (60) days of finalizing the plan or a time period as otherwise agreed in writing by the parties will then modify such services so they are compliant.

_________ Customer Initial