

Supplies & Maintenance Agreement



Customer: City Of Carson

Bill to: City Of Carson
701 E Carson Street
Carson

CA 90745

Install to: City Of Carson
701 E Carson Street
Carson

CA 90745

Product Description				Agreement Information						
Qty	Make	Model	Serial Number	Monthly Base Charge	Monthly Page Allowance		Pooled	Cost Per Page		Term (Months)
					Black & White	Color		Black & White	Color	
1	Xerox	D125	BG0968273	\$429.00	50,000	N/A	N/A	0.0043	N/A	36
1	Xerox	7220	LX7382158	\$268.58	9,675	4,150	Yes	0.0082	0.0456	36
1	Xerox	7220	LX7383392							
1	Xerox	7220	LX7983204							
1	Xerox	7220	LX7983517							
1	Xerox	7845	MX4755912	\$1,801.31	96,000	27,713	Yes	0.0056	0.0456	36
1	Xerox	7845	MX4755947							
1	Xerox	7845	MX4755951							
1	Xerox	7845	MX4755953							
1	Xerox	7845	MX4755958							
1	Xerox	7845	MX4755959							
1	Xerox	7845	MX4755960							
1	Xerox	7845	MX4755966							
1	Xerox	7845	MX4755967							
1	Xerox	7845	MX4755996							
1	Xerox	7845	MX4756847							
1	Xerox	7845	MX4756849							
1	Xerox	7845	MX4756864							
1	Xerox	7845	MX4756887							
1	Xerox	7845	MX4756966							
1	Xerox	7845	MX4756970							
1	Xerox	7845	MX4757058							
1	Xerox	7845	MX4757065							
1	Xerox	7845	MX4756988							
1	Xerox	7845	MX4755891							
1	Xerox	7845	MX4755900							
1	Xerox	7845	MX4755992							
1	Xerox	C70	E2B670111	\$0.00	0	0	N/A	0.0125	0.0869	36
28	Total Number of Units Supported			\$2,498.89 Total Monthly Base Charge						

Authorized Signature		Thank You!
BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 THROUGH 3 OF THIS AGREEMENT.		Thank you for your business! from QDoxs and
Signer (Print): <u>ABEL LINARER</u> <i>for ROBERT</i> Phone: <u>310 952 1734</u>		Rick Archer
Customer Signature: <u><i>[Signature]</i></u> Date: <u>3.12.18</u>		www.qdoxs.com
Accepted By QDoxs: _____ Date: _____		

In this Cost Per Print Agreement, as it may be amended or supplemented from time to time (the "Agreement"), the word "Customer" means the Customer named above. QDOXS is an authorized Xerox Platinum Partner and "Xerox" means Xerox Corporation. The Agreement can be changed only by a written Agreement between the Customer and QDOXS.

- 1) SERVICES. XEROX WILL PROVIDE THE SERVICES IDENTIFIED IN THE ATTACHED DESCRIPTION OF SERVICES ("SERVICES") FOR THE DEVICES IDENTIFIED IN EXHIBIT A TO THIS AGREEMENT ("MANAGED DEVICES"). The Tools (as defined below) will be used to monitor the Networked Devices identified in Exhibit A. 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 Exhibit A. Customer promises to pay to QDOXS the "Minimum Monthly Charges" set forth on Exhibit A, any excess print charges, monthly fees and consumable charges for Non-Networked Devices identified in Exhibit A, and all other amounts stated herein.
- 2) TERM AND TERMINATION. This agreement is effective from the date signed and accepted by QDOX and shall continue for the initial term listed on Exhibit A. After the initial term, this Agreement shall renewed for successive one (1) year terms. The prices, terms and conditions for such successive term(s) shall be those in effect at the time of renewal.
 - a) Devices covered by this agreement may be canceled at any time with thirty (30) days written notice. Such cancellation will result in a onetime fee of \$50.00 for each unit canceled. *by City
 - b) All prints covered in this Agreement shall be billed monthly in arrears. All Base Charges shall be billed monthly in advance.
- 3) BREAK FIX SERVICE. 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 QDOXS 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 QDOXS 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.
 - 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. No "safety stock" of Supplies is permitted under this Agreement. "Safety Stock" means more than one consumable item (e.g. toner cartridge) that is not installed in a Managed Device. 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 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, 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.


City's Initials



6. CUSTOMER RESPONSIBILITIES. Customer will:

- a. Notify QDOXS if Customer wishes to relocate a Managed Device, and QDOXS 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 QDOXS 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 QDOXS 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, QDOXS 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
- n. Neither QDOXS 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 QDOXS, 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). If meter reads are not provided, QDOXS (i) may estimate the number of prints used and invoice Customer accordingly, (ii) may charge a fee in the amount of \$5.00 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 QDOXS 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"). QDOXS may periodically bill Customer for, and Customer agrees to promptly pay any Taxes. Customer authorizes QDOXS to pay any Taxes when and as they may become due, and Customer agrees to reimburse QDOXS promptly upon demand for the full amount (less any estimated amounts previously paid by Customer). ** 10% per annum *** if applicable to City as a governmental agency.

8. XEROX CLIENT TOOLS & XEROX TOOLS. QDOXS 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 QDOXS'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 QDOXS must accept at the time of installation. Xerox Tools are operated and used only by QDOXS 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 QDOXS 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 QDOXS 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, QDOXS 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 QDOXS and Xerox of any alleged infringement and



permit Xerox to direct the defense. Neither QDOXS nor Xerox is responsible for any non-litigation expenses or settlements unless Xerox and QDOXS 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 QDOXS MAKE ANY OTHER WARRANTIES AND BOTH XEROX AND QDOXS 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 QDOXS's negligence. In no event shall Xerox or QDOXS 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, except if caused by the negligence or willful misconduct of QDOXS.
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 QDOXS. Any attempted assignment or delegation without the prior written consent of QDOXS shall be void. Although Xerox is not a party to this Agreement, Xerox is a third party beneficiary of this Agreement. Customer acknowledges that QDOXS 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, QDOXS may do any or all of the following, at QDOXS's option: (a) terminate this Agreement, (b) require Customer to pay to QDOXS, 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 QDOXS will be obligated to collect and pay such amounts to a third party, and/or (c) exercise any other remedy available to QDOXS under law. Customer also agrees to reimburse QDOXS 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 California Los Angeles 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 the Customer and QDOXS, 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. ***Customer hereby represents to QDOXS that this Agreement is legally binding and enforceable against Customer in accordance with its terms.***

** Customer may allow its related agencies to use the Equipment and Supplies.


City Initials