

Purchase Agreement



Customer: COUNTY OF PANOLA

BillTo: PANOLA COUNTY
DISTRICT ATTORNEY
108 S SYCAMORE ST
CARTHAGE, TX 75633-2524

Install: PANOLA COUNTY
DISTRICT ATTORNEY
JUDICIAL CTR 3RD FL
108 S SYCAMORE ST
CARTHAGE, TX 75633-2524

Solution

Item	Product Description	Agreement Information	Requested Effective Date
1. B405DN (SOT XEROX B405DN) S/N 9HB972030 - Carrier Deliv/install		Purchase Price: \$101.00 This agreement modifies the current Xerox Agreement 953414950 for B405DN S/N 9HB972030 as of payment 60.	4/1/2025
2. B405DN (SOT XEROX B405DN) S/N 9HB972029 - Carrier Deliv/install		Purchase Price: \$101.00 This agreement modifies the current Xerox Agreement 953414919 for B405DN S/N 9HB972029 as of payment 60.	4/1/2025
Total Purchase Amount		\$202.00 (Excluding Applicable Taxes)	

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: Rodger G. McLane Phone: (903)693-0310

Signature: *Rodger G. McLane* Date: 3-25-25

Thank You for your business!
This Agreement is proudly presented by Xerox and

Randy Bunton
(936)569-1992

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Terms and Conditions

INTRODUCTION:

1. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee for the modification of a prior agreement.

SOLUTION/SERVICES:

2. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

3. CONSUMABLE SUPPLIES. Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

4. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

5. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

6. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code

may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

7. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox; provided that any on-site access to your facility will be during your normal business hours.

PRICING PLAN/OFFERING SELECTED:

8. COMMENCEMENT & TERM. This Agreement will commence for each unit of Equipment upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. If Xerox is providing Maintenance Services for the Equipment, the Term for Maintenance Services will expire on the final day of the last full calendar month identified on the face of this Agreement. Unless either party provides notice at least 30 days before the end of the initial Term of its intention not to renew Maintenance Services for a unit of Equipment, it will renew automatically on the same terms and conditions for successive terms of the same number of months as the initial Term. Pricing for each renewal term will be Xerox's then-current published pricing.

9. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from your bank account. If you have any special or customized invoicing requirements, Xerox reserves the right to charge you a customization fee of \$100 per invoice. Restrictive covenants on payment instruments will not reduce your obligations.

10. OTHER CHARGES. If a payment is not received by Xerox by the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater. If after the signature date of this Agreement, you request a copy of this Agreement, Xerox reserves the right to charge you a documentation fee of \$125 per copy.

11. DELIVERY, REMOVAL & RELOCATION. Xerox will be responsible for all standard delivery charges for Equipment. You will be responsible for (a) all removal charges for Equipment; (b) any non-standard delivery charges; and (c) any Equipment relocation. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

12. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include taxes on Xerox's income.

13. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including the cessation of Maintenance Services), require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the remaining Minimum Payments, not to exceed 6 such payments if this Agreement is for one year Term, and twelve (12) such payments for a multi-year Term; and, (c) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

14. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely your responsibility. Upon request, Xerox will provide additional information to you regarding the security features available for particular Equipment models.

Terms and Conditions

GENERAL TERMS & CONDITIONS:

15. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

16. LIMITATION OF LIABILITY. For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

17. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

18. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

19. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

20. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

21. TITLE & RISK OF LOSS. Title to the Equipment passes to you upon delivery. Risk of loss or damage to the Products passes to you upon delivery.

22. ASSIGNMENT. Xerox may assign or otherwise transfer this Agreement or any part hereof (including some or all of its rights or obligations hereunder) without prior notice to or consent from you. If Xerox assigns only its rights (or certain of its rights) hereunder to an assignee then: (a) such assignee of Xerox shall have all the rights assigned to it but none of the obligations of Xerox hereunder; (b) such assignee shall not be liable to you for any reason whatsoever; (c) you shall continue to look to Xerox for performance of Xerox's obligations and hereby waive and release such assignee from any such claim; (d) all information obtained by Xerox relating to you may be disclosed to such assignee; (e) you shall not assert any defense, counterclaim or setoff you may have against such assignee; and (f) you will remit payments in accordance with instructions of such assignee. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Neither your rights nor obligations under this Agreement are assignable by you without prior written consent of Xerox. In the event Xerox consents to an assignment, you will pay the applicable costs related to the assignment and documentation change, which will not exceed \$500.

23. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements,

and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, 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 Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

24. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.



Xerox Partner Print Services Cost per Print Agreement

THIS IS A LEGALLY BINDING NON-CANCELABLE CONTRACT

Panola County District Attorney

Customer Name (Must match name on Corporation, LLC or LLP Registration Documents)

108 S Sycamore St. Room 301, Carthage, TX 75633

Customer Address (City, St, Zip)

(903) 693-0310

Customer Phone Number

Janet Eaton

Contact Person

janet.eaton@co.panola.tx.us

Email Address

Agreement No. (Assigned by XETX)

In this Cost Per Print Agreement, as it may be amended or supplemented from time to time, the word "**Customer**" means the Customer named above. "**XETX**" means, the authorized Xerox® Managed Print Services channel partner, **XerographiX East Texas, Inc. dba / XETX Business Solutions**. "**Xerox**" means Xerox Corporation.

1. SERVICES. XETX AND/OR XEROX WILL PROVIDE THE SERVICES AS DESCRIBED ON ONE OR MORE ATTACHED PRINT SERVICE SCHEDULE(S) FOR THE DEVICES ON SUCH SCHEDULES ("MANAGED DEVICES"). The Tools (as defined below) will be used to monitor the networked Managed Devices. 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 Schedules. Customer agrees to pay to XETX the "Minimum Monthly Charges" set forth on Schedules, any excess print charges, and all other amounts stated herein.

2. TERM AND TERMINATION. The term of this Agreement will begin on the date XETX accepts and signs the Agreement and will continue for as long as devices are covered by a Schedule to this Agreement ("Term"). Each Schedule has its own term ("Schedule Term") for the Managed Devices covered by such Schedule. XETX may terminate any Managed Device covered by this Agreement at the end of a Schedule Term if Xerox or other 3rd Party provider designated by XETX gives XETX notice that such device is no longer supported. Each Managed Device covered by a Schedule to this Agreement will automatically renew for additional one-year terms unless either party provides the other party with written notice of non-renewal at least 45 days, but not more than 90 days, before the end of the existing Schedule Term. Upon Customer's request, XETX will provide Customer with revised pricing for the renewal term within 90 days before the end of the existing Schedule Term for the Managed Devices that will be supported at the time of renewal and will use reasonable efforts to notify Customer of the devices that are no longer supported.

3. BREAK FIX SERVICES. Except for Managed Devices identified as "Supplies Only" on the Schedules, 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 Managed Devices or by Customer calling the Help Desk.

b) Customers must assist XETX, including talking with a designated Service Representative to detail the issue, attempt recommended actions to resolve and, if not resolved remotely, schedule an appointment for a service technician to perform on-site Break Fix Services. **A SERVICE TECHNICIAN**

WILL NOT BE DISPATCHED UNTIL CUSTOMER TALKS WITH A SERVICE REPRESENTATIVE DESIGNATED BY XETX.

c) If a device fault cannot be resolved remotely, a service technician will be dispatched to perform on-site Break Fix Services, which will usually be the next business day. On-site Break Fix Services are provided during service hours (8:00AM – 5:00PM Local Time) Monday through Friday (excluding designated holidays including but not necessarily limited to, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). 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 XETX; (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 XETX or Xerox.

d) If Xerox or XETX 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 XETX and Xerox, or (ii): notify XETX to delete the device from the Agreement.

e) Replacement parts may be new or used and all removed, replaced parts become XETX or Xerox's property.

f) If a maintenance kit or drum is required for a Managed Device, Xerox or XETX 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 or XETX will furnish toner or ink ("Supplies"), as applicable, for Managed Devices.

a) Supply requests may be placed using the Tools designated and provided by Xerox or XETX.

b) Supplies are the property of Xerox or XETX until used by Customer. Customer agrees to only use a supply item in the designated managed device it was ordered for. Selling, transferring, bartering or otherwise

conveying any supply item sent for a designated managed device is strictly prohibited and is subject to civil and/or criminal penalties.

c) Upon request, Customer will provide an inventory of all supplies in its possession that were sent subject to this agreement. Unless otherwise noted in this agreement or any addendum to this agreement, **NO SAFETY STOCK** of any supply item for any managed device is permitted. "Safety Stock" means more than one (1) 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 or XETX's option and expense, return any unused supply item to a designated location, or permit access by Xerox or XETX representative, to Customer's facilities to permit collection of unused supply items.

d) To prevent excessive shipment of Supplies, when a supply item is ordered for a Managed Device, Xerox or XETX will: (i) if available, check the current consumables level to validate a low consumables condition; and/or (ii) check the metered impression volume since the last supply item was shipped to determine if impression volume exceeds the expected yield. If these conditions are not satisfied, supply items may be billed to Customer.

e) Xerox or XETX may not provide a supply item if a current meter read is not received for the managed device needing the supply item. Pricing set forth on the Schedules 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 the Schedules 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.

6. CUSTOMER RESPONSIBILITIES. Customer will:

a) Notify Xerox or XETX if Customer wishes to relocate a Managed Device. Xerox or XETX will advise Customer if the same services are available at the new location.

b) Assume that networked Managed Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network. If meter reads are not provided, Xerox and/or XETX (i) may estimate the number of prints used and invoice Customer accordingly, (ii) may charge a fee in the amount of \$10.00 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.

c) Provide a dedicated PC (or server) that is connected to Customer's network at all times ("Customer PC"); and allow Xerox and/or XETX 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 or other XETX Tools are installed, because of the potential interference or conflict with such 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 XETX 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, Xerox and/or XETX will work with Customer to remotely re-install Tools.

e) Assist in implementation of the Tools by providing relevant network information including but not limited to: credentials for installation, and IP address ranges or subnets for which Managed Devices may reside.

f) Distribute Supplies within Customer's site and install them in Managed Devices only when supplies within the device are completely depleted, 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) Customer agrees to work with Xerox and/or XETX to remote-solve any issues before a service technician is dispatched to perform on-site Break Fix Services.

i) Provide reasonable access to Customer's facilities and personnel as required for the performance of the Services.

j) Ensure that Managed Devices are installed and operating within the OEM's specifications and are readily accessible to the Xerox or XETX authorized service representative.

k) Request Break Fix Services from the Help Desk for Managed Devices that are not compatible with the Tools.

l) Grant or transfer to Xerox and/or XETX sufficient rights to use software owned, licensed or otherwise controlled by Customer, if required for the purpose of providing Services to an associated managed device.

m) Legally dispose of all hazardous wastes generated from use of Managed Devices and associated Supplies and CRUs

Neither XETX 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 XETX and/or Xerox, 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 XETX and/or Xerox 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 XETX's and/or Xerox's income), levies, assessments, license and registration fees and other governmental charges relating to this Agreement (collectively, "Taxes"). XETX may periodically bill Customer for, and Customer agrees to promptly pay any Taxes. Customer authorizes XETX and/or Xerox to pay any Taxes when and as they may become due, and Customer agrees to reimburse XETX promptly upon demand for the full amount (less any estimated amounts previously paid by Customer).

8. DATA COLLECTION AGENTS (DCA) AND SOFTWARE TOOLS. XETX and/or Xerox will use certain software tools that are installed on Customer's network ("Data Collection Agents"), and/or certain other proprietary software ("Software Tools"), to perform Xerox's and/or XETX's obligations under this Agreement. Data Collection Agents and Software Tools collectively called "Tools" are XETX and/or Xerox trade secrets. These Tools and any related documentation are licensed under a separate clickwrap or shrink-wrap license agreement that Customer must accept at the time of installation. These Tools are operated and used only by XETX and/or Xerox, and Customer has no right to use, access or operate the Tools. Customer shall not decompile or reverse engineer the Tools. The Tools will be removed by Xerox and/or XETX at the expiration or termination of this Agreement. These 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 XETX and/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 the Tools or, upon request, Customer fails to provide a meter reading, XETX may estimate the reading and bill Customer accordingly.

9. INTELLECTUAL PROPERTY INDEMNITY. Xerox and/or XETX will defend, and pay any settlement agreed to by XETX and/or 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 XETX and/or Xerox of any alleged infringement and permit XETX and/or Xerox to direct the defense. Neither XETX nor Xerox is responsible for any non-litigation expenses or settlements unless Xerox and/or XETX pre-approve them in writing. To avoid infringement, Xerox and/or may modify or substitute an equivalent tool or obtain any necessary licenses. Xerox and/or XETX 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 XETX MAKE ANY OTHER WARRANTIES AND BOTH XEROX AND XETX 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 XETX's negligence. In no event shall Xerox and/or XETX 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. Notwithstanding anything to the contrary in this Agreement, Xerox and/or XETX shall not be liable to Customer or be responsible

to provide any Break-Fix Services or Supplies in the event that XETX is in breach of its agreement(s) with Xerox and/or XETX.

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 XEROX and/or XETX. Any attempted assignment or delegation without the prior written consent of Xerox and/or XETX shall be void. Although Xerox or any designated agent is not a party to this Agreement, Xerox and/or the designated agent for XETX may be a third-party beneficiary of this Agreement. Customer acknowledges that XETX may, without notice to Customer, Transfer this Agreement to Xerox or to a third-party distributor or dealer of managed print services and products.

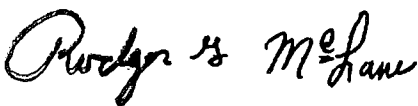
13. DEFAULT. Customer will be in default hereunder if Customer fails to pay any amount within 15 days of the due date as set forth in an invoice issued under this Agreement or if Customer fails to perform any other obligation under this Agreement. If Customer defaults, Xerox and/or XETX may do any or all of the following, at Xerox's and/or XETX's option: (a) terminate this Agreement, (b) require Customer to pay to Xerox and/or XETX, 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 Xerox and/or XETX will be obligated to collect and pay such amounts to a third party, and/or (c) exercise any other remedy available to Xerox and/or XETX under law. Customer also agrees to reimburse Xerox and/or XETX 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 the State of Texas without regard to choice of law principles, and any litigation hereunder shall take place in the state or federal courts located in or nearest to Nacogdoches, Texas. 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, Xerox and XETX 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 Xerox and/or XETX that this Agreement is legally binding and enforceable against Customer in accordance with its terms.***

on Behalf of Customer



Signature

Rodger G. McLane

Name (Please Print)

County Judge

Title

110 S. Sycamore, Room 216-A, Carthage, Tx.

Address (City, State, Zip

75633

March 25, 2025

Date

on Behalf of XETX



Signature

Scott C Waller

Name (Please Print)

Owner

Title

424 North St, Nacogdoches, TX 75961

Address (City, State, Zip

Date