

Lease Agreement



Customer: CONTRA COSTA, COUNTY OF

BillTo: COUNTY OF CONTRA
COSTA

STE A

2366 STANWELL CIR

CONCORD, CA 94520-4837

Tax ID#: *

State or Local Government Negotiated Contract : 072715300 (TCPN #R150302)

Install: COUNTY OF CONTRA
COSTA

STE A

2366 STANWELL CIR

CONCORD, CA 94520-4837

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. BALTOROHF (BALTORO HF IJ PRESS)	<ul style="list-style-type: none">- Brenva Feeder- Brenva Feeder- Bhf High Speed Lic- Inline Bourg BSFEx+ BDFEx- Customer Ed	Lease Term: 60 months Purchase Option: FMV	<ul style="list-style-type: none">- Canon Varioprint 110 Return to Vendor (CRP)- Canon Varioprint 110 Return to Vendor (CRP)	7/31/2020
2. BHFFPS (BALTORO HF FFPS)	<ul style="list-style-type: none">- Ffps Caster Kit- Ffps Controlr Stand- Analyst Services	Lease Term: 60 months Purchase Option: FMV	None	7/31/2020
3. IFFCORE (FREEFLOW CORE SFTWRE)	<ul style="list-style-type: none">- Adv Automtnmodule- Adv Prepress Module- Output Mgmt Module- Workflow Consulting-40 hrs- FF Core Programming-#36775- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	None	7/31/2020

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.</p> <p>Signer: _____ Phone: (925)313-2120</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>John Milich, & Wes Lagrone Julie Miller (510)703-8327</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
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Monthly Pricing

Item	Lease Minimum Payment	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
			Meter	Volume Band	Per Print Rate	
1. BALTOROHF	\$14,996.88	\$3,248.02	1: Color Impressions	All Prints	\$0.0041	- Full Service Maintenance Included - Pricing Fixed for Term
			2: Black and White Impressions	All Prints	\$0.0015	
			3: Color Large Impressions	All Prints	\$0.0041	
			4: Black and White Large Impressions	All Prints	\$0.0015	
2. BHFFPS	\$1,147.85	Included	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
3. IFFCORE	\$1,174.43	Included	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
Total	\$17,319.16	\$3,248.02	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. COMPETITIVE REPLACEMENT PRODUCTS. You are acquiring the Products to replace the product(s) identified as "CRP" ("CRP Equipment"). You agree to return the CRP Equipment to your lessor no later than 60 days following installation of the Products that are replacing the CRP Equipment. Upon request, you will provide Xerox with documentation of such return.

5. MATHWORKS SOFTWARE LICENSE. The following Equipment, BALTOROHF incorporates software from MathWorks, Inc. ("MathWorks") and the following terms apply to said software:

a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to you a license to install and use the MATLAB Compiler Runtime Libraries ("MCR"), solely and expressly for the purpose of running software created with the MATLAB Compiler (the "Application Software"), and for no other purpose. This license is personal, nonexclusive, and nontransferable.

b. **LICENSE RESTRICTIONS.** You shall not modify or adapt the MCR for any reason. You shall not disassemble, decompile, or reverse engineer the MCR. You shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, you shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party's use of the MCR. You shall not sublicense, sell, or otherwise transfer the

MCR to any third party. You shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.

c. **NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.

d. **TERM AND TERMINATION.** This license shall automatically terminate upon your failure to comply with this license.

e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising your rights under this license, you agree not to violate any such laws and regulations. You also represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

f. **U.S. GOVERNMENT LICENSEES:** You agree that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern your use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.

g. **ASSIGNMENT.** You may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.

h. **LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited.

i. **DISCLAIMER OF WARRANTIES.** The MCR is delivered "as is" and MathWorks makes, and you receive, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for your purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.

j. **GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflicts of law provisions. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.

k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and you. This license shall not supersede any product license you have with MathWorks for the MATLAB Compiler.

PRICING PLAN/OFFERING SELECTED:

6. SEPARATELY BILLED MAINTENANCE. If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.

7. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

8. NON-XEROX PRODUCTS. Inline Bourg BSFEx+ BDFEx, Workflow Consulting-40 hrs, FF Core Programming-#36775 were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED

Terms and Conditions

WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty rights it has to Non-Xerox Products (which rights shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and title will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

GENERAL TERMS & CONDITIONS:

9. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access 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 Data include

product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access 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 Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.