

Chicago Office Technology Group, Inc. (d/b/a Xerox Business Solutions Midwest) ("Company")

CUSTOMER			SALES & SERVICE AGREEMENT			BILL TO		
CUSTOMER NAME			CUSTOMER NAME					
Village of Romeoville			VILLAGE OF ROMEOVILLE					
ADDRESS			ADDRESS					
1050 W Romeo Rd			1050 W ROMEO RD					
CITY, STATE ZIP			CITY, STATE ZIP					
Romeoville, IL 60446			ROMEOVILLE, IL 60446					
PRIMARY CONTACT PERSON	PRIMARY PHONE NUMBER	PRIMARY EMAIL	BILL TO CONTACT PERSON	BILL TO PHONE NUMBER	BILL TO EMAIL			
Jeff Hlava	8158865522	jhlava@romeoville.org	Jeff Hlava	8158865522	jhlava@romeoville.org			
SALESPERSON	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE #	SERVICE CONTRACT	<input checked="" type="checkbox"/> Add	MPS CONTRACT	<input type="checkbox"/>		
Koll, Mark		20384233	CONTRACT #	15869-03	CONTRACT #			
LEASE PAYMENT			MONTHLY SERVICE PAYMENT			MONTHLY MPS PAYMENT		
\$520.00 Monthly			Add to Existing Agreement			N/A		
TERMS OF PAYMENT: NET THIRTY (30) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	METER POOLS	PRICE	TOTAL PRICE
1	AltaLink C8235H2	1050 W ROMEO RD	AltaLink C8235H2 with Accessories	B&W: Pool #1 Color: Pool #1	Included in Lease	Included in Lease

<input type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)		<input checked="" type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL		See Lease
				SPECIAL SERVICES FEES		\$0.00
NOTE / ADJUSTMENT DETAILS				OTHER ADJUSTMENTS		\$0.00
CONTRACT TYPE		EFFECTIVE DATES				TRANSACTION TYPE
<input type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	TERM IN MONTHS	30 Months	Actual start date based on delivery or lease commencement.		Lease FMV
<input checked="" type="checkbox"/> LEASE	<input type="checkbox"/> MAINTENANCE ONLY	PROPOSED START DATE				
CONTRACT TERMS				NOTES		
SERVICE	MPS					
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All parts, labor, drums and supplies; excluding paper and staples				
<input type="checkbox"/>	<input type="checkbox"/>	All parts and labor, including drums; excluding supplies, paper, and staples				
<input type="checkbox"/>	<input type="checkbox"/>	Remote Solve Opt-Out				
<input type="checkbox"/>	<input type="checkbox"/>	Includes other (indicate)				

CONTRACT POOLS		INCLUDED IN LEASE PAYMENT		■ SERVICE	■ MPS
POOL	MONTHLY VOLUME	OVG. RATE	MONTHLY PAYMENT	BASE FRQNCY	OVG. FRQNCY
B&W: Pool #1	Use Existing Volume	Use Existing Contract Rates	Included in Service Payment	Monthly	Monthly
Color: Pool #1	Use Existing Volume	Use Existing Contract Rates	Included in Service Payment	Monthly	Monthly

REMOTE SERVICE TECHNOLOGY		XDA (Monitoring Only): 1 Devices Covered		PRIMARY METER CONTACT	
TECHNOLOGY CONTACT PERSON	TECH PHONE #	TECH EMAIL	METER CONTACT PERSON	METER PHONE #	METER EMAIL
Jeff Hlava	8158865522	jhlava@romeoville.org	Jeff Hlava	8158865522	jhlava@romeoville.org
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.					
QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	<input type="checkbox"/>	SEE SOW FOR DETAILS	TOTAL PRICE

CUSTOMER ACCEPTANCE			
<i>By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.</i>			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	IT Manager
SIGNER'S NAME (PRINTED):	Jeff Hlava	DATE:	
COMPANY SALES:	DocuSigned by: 	DATE:	5/22/2025   12:59 PM EDT

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Initials

Sales & Service Terms and Conditions

1. **Definitions.** The first page of this Sales & Service Agreement is referred to herein as the "Cover Page." The Cover Page, these Terms and Conditions, any Schedules (e.g., a Product Schedule), Statements of Work ("SOW"), and/or any other attachments referenced on the Cover Page or attached hereto and incorporated herein represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and/or Services. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on a Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery;

b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between (i) Customer and a third-party lessor or (ii) Customer and Company, which Company shall then assign to a third-party lessor (each a "Lessor"). Nothing herein shall alter, amend, or affect Customer's or Lessor's rights or obligations pursuant to such lease. Upon execution of a lease agreement between Customer and Lessor, Customer shall be responsible to Lessor to satisfy the terms and conditions of the lease;

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term; and/or

d) An ACQUISITION of SERVICES. Services may include those Services referenced in Section 4 of this Agreement and/or such additional Services outlined in one or more SOWs or Schedules attached hereto. Payment terms for Services shall be in accordance with Section 7, below.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, for any Sale, Lease, or Rental, Company shall deliver and install the Products at the location specified by Customer on the Cover Page and/or Product Schedule unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges. Relocation of Products to a location other than that specified on the Cover Page and/or Product Schedule requires Company's consent and may result in fees or increased rates.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment 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 specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise stated on the Cover Page, Company may charge and Customer shall pay a charge for each instance in which Customer declines Company's use of remote technology to provide Services. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you do not maintain remote transmission, the Company 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. If you elect to not install a remote transmission tool, the contract is subject to the unconnected device charge outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment that utilizes the same Supplies as the Equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and determine whether equipment is eligible for Services. If approved for Services and agreed by the Parties, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, Customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for twelve (12) months. Company reserves the right to terminate Services upon thirty (30) days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty (30) days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the Services fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Except where the Cover Page denotes flat rate pricing, any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance, and Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy, except where Equipment is designated on the Cover Page as having a Color Large impression pool (Color LG) and an Extra Long impression pool (XL IMP Color), in which case prints/copies are defined as follows: (a) **Black Image:** for sheet sizes up to 13"x19", each image calculates as (1) Black Print Meter; (b) **Color Image:** for sheet sizes less than 145 square inches in total area, each image calculates as (1) Color Print Meter (e.g., 8.5 x 14 in is NOT oversize (119sq. in)); (c) **Color Large:** for sheet sizes greater than or equal to 145 square inches each sheet calculates as (1) Color Print Meter and (1) Color Large Print Meter (e.g., 11 x 17 in is oversize (187 sq. in)); and (d) **Black and Color Extra Long:** for sheets with a length greater than 19.33", each image calculates as (2) Extra Long Meter and (1) Color Print Meter. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall not be subject to any abatement or offset. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may, on an annual basis, (a) increase the Base Charge and/or the Overage Rates, in an amount not to exceed 20% per annum and/or (b) where a contract is subject to flat rate pricing, shift Customer's obligation to the applicable flat rate band corresponding to Customer's usage during the previous calendar year. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer declines invoice delivery via email and/or automatic payment withdrawal, or requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed 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, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. **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 Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

Initials

13. **INTELLECTUAL PROPERTY.**
- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a SOW where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools or allow others to do so. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. Company shall pass through any applicable manufacturer's warranty to Customer. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice shall be effective two (2) days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of IL (without regard to conflict of laws principles); (b) Jury Trial. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

Initials

This Form is attached to and becomes part of the Agreement between the Company and the undersigned Customer.

RETURN TO COMPANY		LEASE CONTRACT #	SALES REP
		CUSTOMER OWNED	Koll, Mark
BILL TO		CONTACT	
CUSTOMER #	4911111-W	CONTACT	Jeff Hlava
CUSTOMER NAME	VILLAGE OF ROMEOVILLE	PHONE	8158865522
ADDRESS	1050 W ROMEO RD ROMEOVILLE, IL 60446	EMAIL	jhlava@romeoville.org

BUYOUT / TRADE-IN							
TRADE-IN TYPE	TERMS OF PAYOFF						
Customer Owned	The Customer's signature below attests that the equipment listed is owned by the Customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to the Company.						
MAKE/MODEL	PICKUP LOCATION	SERIAL #	SERVICE TAG	BW METER	COLOR	TOTAL	DISPOSITION
Xerox XEROX WC 7835PT2 COPIER	VILLAGE OF ROMEOVILLE 1050 W ROMEO RD ROMEOVILLE, IL 60446	MX0152873	82689-MWO				Scrap

The Company agrees to remove Equipment listed above provided the following:

1. You, the Customer, acknowledge that the Company shall not be financially responsible for for any obligations relating to this equipment.

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CUSTOMER ACCEPTANCE			
<i>I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of Customer. Authorized signature certifies the accuracy of the information provided herein. Unless otherwise indicated in this agreement, it is solely the Customer's responsibility to secure any sensitive data and permanently delete such data from the internal media storage prior to Company taking possession of the equipment. The Customer shall hold the Company harmless from the Customer's failure to secure and permanently delete all such data.</i>			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	IT Manager
SIGNER'S NAME (PRINTED):	Jeff Hlava	DATE:	
COMPANY SALES:	DocuSigned by:  1634F8343F184D8...	DATE:	5/22/2025   12:59 PM EDT

Initials

## AGREEMENT - SUPPLEMENT



Supplier Name-Address: COTG, 3 TERRITORIAL COURT, BOLINGBROOK, IL 60440		Master Agreement Number: (if applicable)	
Owner: <b>Xerox Financial Services LLC</b> – 201 Merritt 7, Norwalk, CT 06851		Affected Agreement Number: 211-4073152-001	
		New Agreement Number: (Leave Blank – To be Filled in by Xerox Financial Services, LLC)	
<b>CUSTOMER INFORMATION</b>			
Full Legal Name: VILLAGE OF ROMEOVILLE			Phone: 815-886-7200
Billing Address: 1050 W ROMEO ROAD			
City: ROMEOVILLE		State: IL	Zip Code: 60446
Billing Contact Name: Jeff Hlava		Billing Contact Email: jhlava@romeoville.org	
Accounts Payable Contact:	Accounts Payable Email:	Customer PO# (optional):	
<b>EQUIPMENT ADDED</b>			
Quantity	Model and Description	Quantity	Model and Description
1	XEROX C8235		
<b>EQUIPMENT REMOVED</b>			
Quantity	Model and Description	Quantity	Model and Description
<input type="checkbox"/> See Attached Schedule A      Equipment Location (if different from Billing Address):			
<b>TERM (COMPLETE ONE TERM OPTION BELOW)</b>			
TERM	Choose One Option Below by Entering the Term in the Left Column		
	Months – Term applies to this Supplement only (Non-Coterminous)		
30	Months – Term of this Supplement is coterminous with the Affected Agreement Number above (Coterminous)		
<b>PAYMENT (COMPLETE ONE PAYMENT OPTION BELOW)</b>			
Amount	Choose One Option Below by Entered the Amount in the Left Column - (Monthly frequency unless otherwise noted)		
\$	This is your new TOTAL Payment of the Affected Agreement Number above (plus applicable taxes).		
\$ 520.00 (us "-" if negative)	Your Payment now the sum of the amounts set forth in the Affected Agreement Number above, plus any other Supplements thereto plus or minus (if a negative number is shown) the additional payment for this Supplement shown in the Left Column (plus applicable taxes).		
Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually			
<b>PURCHASE OPTION - (FMV UNLESS OTHERWISE NOTED)</b>			
<input checked="" type="checkbox"/> Fair Market Value ("FMV")		<input type="checkbox"/> \$1.00	
<b>CUSTOMER ACCEPTANCE</b>			
<b>BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE AN AUTHORIZED SIGNER, ARE ENTERING INTO A NON-CANCELABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS ON THE AGREEMENT.</b>			
Authorized Signer X:		Date:	Federal Tax ID # (Required): 36-6009349
Print Name: Jeff Hlava		Title: IT Manager	
<b>OWNER ACCEPTANCE</b>			
Accepted By: <b>Xerox Financial Services, LLC</b>	Name and Title:		Date:
<b>TERMS &amp; CONDITIONS</b>			

Pursuant to that Affected Agreement Number (either Schedule, Supplement or a stand alone Agreement) and any affiliated Agreement indicated above ("Agreement") between you and Xerox Financial Services, LLC, **the terms and conditions of which are fully incorporated into this Schedule**, you hereby agree to Lease such Equipment from Xerox Financial Services, LLC effective with the Acceptance Date corresponding to this Schedule for the Term specified above, and such term shall survive any previously expired term and you agree to pay Xerox Financial Services, LLC the Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Agreement and all of the terms used herein which are defined in the Agreement shall have the same meaning as so defined.

**Xerox Financial Services LLC**

201 Merritt 7  
Norwalk, CT 06851



**NON-APPROPRIATIONS AMENDMENT**

This is an amendment, dated and effective as of \_\_\_\_\_, to that certain Agreement # \_\_\_\_\_  
("Agreement") between **VILLAGE OF ROMEOVILLE**, ("Customer") and **Xerox Financial Services LLC**. All  
capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties,  
the parties agree to amend the Agreement as follows:

**Non-Appropriation.** Your obligation to remit the Payments and any other amounts due is contingent upon  
approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any  
forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally  
available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement  
effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due  
diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days  
before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to  
such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any  
Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall  
promptly return the Equipment as set forth in the return provisions of this Agreement.

**ACKNOWLEDGED AND ACCEPTED:**

**CUSTOMER (as stated above):**

Authorized Signor: \_\_\_\_\_

Name/Title: Jeff Hlava IT Manager

Date: \_\_\_\_\_

**Xerox Financial Services LLC**

Accepted by: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



DELIVERY AND ACCEPTANCE CERTIFICATE

TO: Xerox Financial Services LLC (“Owner”)  
201 Merritt 7  
Norwalk, CT 06851

The undersigned Customer hereby certifies that:

- (a) All of the equipment (“Equipment”) described in the Agreement Number listed below (“Agreement”) between the Customer and Owner has been delivered to Customer;
- (b) The Equipment has either been self-installed or fully installed as required;
- (c) The Equipment is unconditionally accepted; and
- (d) Customer authorizes Owner to fund dealer and/or supplier for the Equipment.

AGREEMENT INFORMATION AND ACKNOWLEDGEMENT	
BY ITS AUTHORIZED SIGNATURE BELOW, CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS OBLIGATION TO PAY PAYMENTS UNDER THE AGREEMENT IS ABSOLUTE AND UNCONDITIONAL. CUSTOMER SHALL PAY OR CAUSE TO BE PAID TO OWNER AN AMOUNT EQUAL TO EACH PAYMENT UNDER THE AGREEMENT AS THE SAME BECOME DUE IN ACCORDANCE WITH THE TERMS THEREOF.	
Customer: VILLAGE OF ROMEOVILLE	Agreement Number: 6128250
Authorized Signer X:	Date:
Print Name: Jeff Hlava	Title: IT Manager

Certificate Of Completion

Envelope Id: E211BE0E-AD5C-466F-B342-7D56D00A841F

Subject: Complete with Docusign: Xerox Documentation (5-22-25).pdf

Source Envelope:

Document Pages: 7

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Delivered

Envelope Originator:  
Mark Koll  
mark.koll@xerox.com  
IP Address: 170.85.11.9

Signatures: 2

Initials: 0

Record Tracking

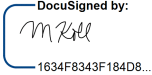
Status: Original

Holder: Mark Koll

Location: DocuSign

5/22/2025 12:56:51 PM

mark.koll@xerox.com

Signer Events	Signature	Timestamp
Jeff Hlava jhlava@Romeoville.org IT Manager Security Level: Email, Account Authentication (None)		Sent: 5/22/2025 12:59:41 PM Viewed: 5/22/2025 1:53:50 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/4/2024 9:33:24 AM ID: aa38fbc9-95dd-4623-8ced-3811cdf5af30		
Mark Koll mark.koll@xerox.com Account Manager Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device Using IP Address: 63.125.99.86	Sent: 5/22/2025 12:59:42 PM Viewed: 5/22/2025 12:59:53 PM Signed: 5/22/2025 12:59:59 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/22/2025 12:59:42 PM
Certified Delivered	Security Checked	5/22/2025 12:59:53 PM
Signing Complete	Security Checked	5/22/2025 12:59:59 PM
Payment Events	Status	Timestamps





## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, SoftwareOne OBO Xerox Business Solutions (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact SoftwareOne OBO Xerox Business Solutions:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [ted.stavracos@gisx.com](mailto:ted.stavracos@gisx.com)

#### **To advise SoftwareOne OBO Xerox Business Solutions of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [ted.stavracos@gisx.com](mailto:ted.stavracos@gisx.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from SoftwareOne OBO Xerox Business Solutions**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [ted.stavracos@gisx.com](mailto:ted.stavracos@gisx.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with SoftwareOne OBO Xerox Business Solutions**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [ted.stavracos@gisx.com](mailto:ted.stavracos@gisx.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SoftwareOne OBO Xerox Business Solutions as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SoftwareOne OBO Xerox Business Solutions during the course of your relationship with SoftwareOne OBO Xerox Business Solutions.