

Lexmark International Inc.
740 West New Circle Road
Lexington KY 40550
USA

Lexmark Contact: Herbert Finnen

County of Collin
Purchasing Department
2300 Bloomdale, Suite 3160
75071 McKinney, Texas
USA

11/16/2015

Pilot Agreement:

Lexmark agrees to provide a 60 day Fee Waived Pilot.

Product Part No.	Description	Quantity
57X0065	Badge readers	5
82S0172	Print Release on LDD	5
82S0171	Document Accounting on LDD	5
82S0168	Installation	1

Terms and Conditions

- The pilot will be installed via a remote session.
- The Lexmark Project Manager will host bi-weekly checkpoints during the 60 day pilot. At the end of the 60 days the pilot licensing will expire.
- Use of the Licensed Software is governed by the terms and conditions of the Lexmark End User License Agreement (“EULA”), which may be viewed at Lexmark.com/EULA. If you are a reseller of Lexmark software, you agree to pass Lexmark's End User License Agreement (EULA) through to end user and provide acknowledgement to Lexmark that EULA has been accepted by end user. If you are a direct customer to Lexmark your signature indicates your agreement to the Lexmark EULA. The terms of the EULA are hereby incorporated and made part of this Sales Order. Lexmark reserves the right to modify its EULA terms. In the event of any conflict between the terms of this Sales Order and the EULA, the EULA shall govern. If Third Party Software is a part of this Sales Order, the Third Party Vendor has an independent EULA which is available upon request. Any third party EULA will be automatically accepted upon execution of this Sales Order.

- Lexmark will provide Software Maintenance and Support (“SMS”) as defined in Lexmark.com/SMSA.
- LEXMARK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES REGARDING SMS AND SERVICES, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- The Customer shall ensure that its **IT infrastructure** satisfies the requirements of Lexmark’s technical specifications (provided upon request) and shall maintain such infrastructure, at its own expense, as necessary for implementation and execution of the Licensed Software. Please note that Lexmark embedded licensed software will require a Lexmark eSF capable multi-function printer.
- The Customer shall make no modifications to or create any derivative works of the Licensed Software. Lexmark retains exclusive ownership of all intellectual property, documentation, software, techniques, tools, processes, derivative works, and any other deliverables that arises from or relates in any way to this Sales Order or to the performance of Services and/or SMS.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR OTHER ECONOMIC LOSS, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGE (INCLUDING WITHOUT LIMITATION ANY LOSS OF BUSINESS, PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGE OCCURRING. LEXMARK’S LIABILITY FOR ANY MATTERS ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE ORDER AND/OR THE PERFORMANCE OF SMS AND/OR SERVICES SHALL NOT EXCEED INDIVIDUALLY OR IN THE AGGREGATE THE TOTAL AMOUNT OF THE SALES ORDER UP TO TWENTY-FIVE THOUSAND DOLLARS (\$25,000).
- Any terms or conditions appearing on a **Customer’s purchase order shall not apply and** shall not have any legal effect. This Sales Order and the EULA constitute the entire agreement between the parties and supersede all other agreements related to the subject matter. No modifications may be made to this Sales Order except as defined in the present terms and conditions or by a written document executed by the parties.
- This offer will remain in effect until 3/30/2015. By signing below, the Customer indicates acceptance of the offer and of these terms and conditions.
- Unless specifically noted otherwise, the quoted software requires an eSF capable Lexmark Printer or Multifunction Device.
- Printers in scope must be accessible across customer’s LAN/WAN.
- Each printer location will have the appropriate network port, power source, and cabling in place and working the scheduled day of integration.
- Customer is responsible for supplying dedicated servers needed to run the Lexmark solution according to the server specifications provided by Lexmark.

County of Collin

Signature: _____

Print Name: _____

Title: _____

Date: _____