

**TELEVEND SERVICES, INC.**  
**INTERACTIVE VOICE & FAX SOLUTIONS**  
10 Lonetown Road, # 1171 Redding, CT 06875-1171  
Tel: 1-877-329-8363 Fax: 1-888-329-8726

**AGREEMENT TO PROVIDE Fax24 PUBLIC FAX SERVICE**

This agreement made this 22<sup>nd</sup> day of October 2013.....by and between Televend Services, Inc., herein called "The Company" and (location)

Site Name: Fort Bend County Libraries *(see addendum for specific locations)*

Address: 1001 Golfview Drive

City: Richmond

State: TX Zip Code: 77469 Contact: Jill Cherie Sumpter

Telephone: 281-341-2630 Ext: NA Fax: 281-341-2688

Email: techsupport@fortbend.lib.tx.us

Here in called the "Customer".

The "Customer" desires to have the "Company" provide a FAX24™ Public Fax Kiosk in or on the property of its premises.

The "Company" is in the business of manufacturing, maintaining and servicing the FAX24™ Kiosk.

The "Company" and "Customer" agree as follows:

1. The "Customer" hereby grants to the "Company", and its assignees or agents, the exclusive right to operate the FAX24™ Kiosk in or on the property of the "Customers" place of business located at the above address.
2. In consideration of the "Customer" granting this agreement, the "Company" and or its agents or assignees shall pay to the "Customer" a commission from fax revenues generated by the "Company's" FAX24™ Kiosk installed in or on the "Customers" property.

Payments are calculated using the following commission scale:

Gross Monthly Fax Revenue% Commission

\$ 0 to 50

0% (of this portion of revenue)

\$ 51 to 100

5% (of this portion of revenue)

\$ 101 and up

20% (of this portion of revenue)

The "Company", its agents or assignees agree to furnish the "Customer" with monthly statements detailing fax activity and gross income along with any commissions due on the following quarterly schedule:

Quarterly Fax ActivityCommission Payment Date

January, February, March

May 15<sup>th</sup>

April, May, June

August 15<sup>th</sup>

July, August, September

November 15<sup>th</sup>

October, November, December

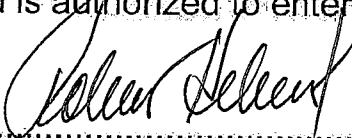
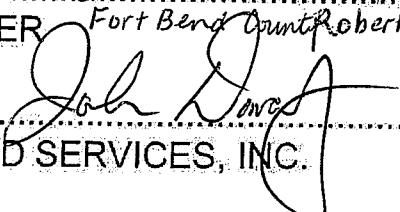
February 15<sup>th</sup>

The commission payment schedule shall not be changed without the mutual agreement of both the "Customer" and the "Company".

3. The term of this agreement shall be for a six (6) month trial commencing as of the date of installation and shall automatically renew annually on the same terms and conditions contained herein unless either party shall terminate this agreement by giving the other party at least 30 days written notice of such termination.
4. The "Customer" agrees that during the term of this agreement, the "Customer" will not grant the right or license to any other entity to operate or install any competing public fax service on or in the premises or property for such operation. The "Customer" will supply the **ANALOG** phone line (either shared or dedicated), phone jack and an electrical outlet to render the fax operational. The "Customer" agrees to promptly notify the "Company" of any known malfunctions, vandalism or loss of service. The "Customer" agrees to give the Fax24 Public Fax Machine an occasional simple surface dusting or wipe to maintain a clean appearance. The "Customer" will not take any action which prevents or adversely affects the use of the "Company" public fax service.
5. The "Company" and its agents or assignees agree that as of this date it will order and be responsible for the payment of the FAX24™ public fax kiosk designated to the above address. The "Company" agrees to pay all long distance calls that originated from the FAX24™ and carried over the "Company" toll-free network. Each FAX24™ provided by the "Company" is equipped with a "Toll Restrictor/Dialer" that prevents any unauthorized, direct-dial toll calls to be made from the fax machine. When the handset is lifted, the

dialer will dial directly over the "Company" toll-free network into our interactive voice & fax processor that will guide the user through his or her entire fax transaction. The "Company" will replace any faulty equipment at no charge to the "Customer". Such downtime or replacement will not constitute a breach or cause this agreement to be cancelled by either party. All equipment provided by the "Company" is the sole property of the "Company", its agents or assignees.

6. This agreement constitutes the entire agreement between the two parties and its binding to the benefit to the parties herein is assignable and shall survive any sale, assignment or other transfer of ownership. The "Customer" acknowledges that he has thoroughly read and understands this agreement and all its terms, and has received a copy. No additions or modifications or verbal promises shall be binding to either party unless in writing and signed by both parties. The "Customer" represents and warrants that the business premises or property named in this agreement is owned, leased and controlled by it and is authorized to enter into this agreement.

Accepted.....		County Judge	11-5-2013
CUSTOMER	Fort Bend County	Robert E. Hebert	
		TITLE	DATE
Accepted.....		Pres.	10/21/13
TELEVEND SERVICES, INC.		TITLE	DATE

SEE Fort Bend County Libraries ADDENDUM for location and configurations

**Fax24 Kiosk Configuration** (to be completed by "Customer")  
Check all that apply

**Kiosk Model:**    ☐ Table-top    ☐ Floor-stand

☐ Our patrons will use: **Prepaid Fax Cards**, Credit Cards & Debit Cards

☐ Our patrons will use: *Only* Credit Cards & Debit Cards

The phone line we'll be using for the Fax24 kiosk requires:

☐ Dialing Direct    ☐ First dialing a 9, 8, or 7 Circle the number that applies)

# TELEVEND SERVICES, INC. & FORT BEND COUNTY LIBRARIES

## AGREEMENT TO PROVIDE Fax24 PUBLIC FAX SERVICE ADDENDUM

### FORT BEND COUNTY LIBRARIES LOCATION & CONFIGURATION

- Payment method at all locations: Patrons will only use credit/debit cards.
- Phone line at all locations: Must dial '9' first

#### **George Memorial Library**

Address: 1001 Golfview, Richmond, TX 77469

Kiosk model: Floor-stand

#### **Albert George Branch Library**

Address: 9230 Gene Street, Needville, TX 77461

Kiosk model: Floor-stand

#### **Bob Lutts Fulshear/Simonton Branch Library**

Address: 8100 FM 359 South, Fulshear, TX 77441

Kiosk model: Floor-stand

#### **Cinco Ranch Branch Library**

Address: 2620 Commercial Center Blvd., Katy, TX 77494

Kiosk model: Floor-stand

#### **First Colony Branch Library**

Address: 2121 Austin Parkway, Sugar Land, TX 77479

Kiosk model: Floor-stand

#### **Mamie George Branch Library**

Address: 320 Dulles Avenue, Stafford, TX 77477

Kiosk model: Floor-stand

#### **Missouri City Branch Library**

Address: 1530 Texas Parkway, Missouri City, TX 77489

Kiosk model: Floor-stand

#### **Sienna Branch Library**

Address: 8411 Sienna Springs Blvd., Missouri City, TX 77459

Kiosk model: Floor-stand

#### **Sugar Land Branch Library**

Address: 550 Eldridge, Sugar Land, TX 77478

Kiosk model: Floor-stand

#### **University Branch Library**

Address: 14010 University Blvd., Sugar Land, Texas 77479

Kiosk model: Floor-stand