



AGENDA REPORT

Meeting Date: February 17, 2015
Item Number: D-10
To: Honorable Mayor and Members of the City Council
From: David Schirmer, Chief Information Officer
Subject: AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND XEROX CORPORATION FOR LEASE OF CITYWIDE COPIERS, LICENSE OF SOFTWARE, INSTALLATION AND RELATED MANAGED PRINT SERVICES.
Attachments: 1. Agreement

RECOMMENDATION

Information Technology staff recommends that the City Council approve the renewal of a five-year lease agreement with Xerox for the replacement of citywide multi-function devices (copiers), including high-volume production equipment used by the Duplicating Division, public machines used in the library, and for general staff use.

INTRODUCTION

The Managed Print Services Agreement is a site management agreement with Xerox Corporation to provide and maintain multi-function device (copy, print, scan, fax) equipment for all City facilities/departments. The agreement provides the City with 62 devices across 15 facilities including high volume production quality equipment used in the duplicating division and devices accessed by the public at the Public Library.

The new agreement updates technology and services and increases productivity and quality for the equipment involved. Additionally, the City was able to obtain reduced pricing. It is anticipated that the annual savings will be approximately \$39,204 (11%), \$196,020 over the life of the agreement. Annual cost of the agreement is anticipated to be \$330,000.

	Equipment and Services	Est. Monthly Savings	
Current Average Monthly Charges	\$30,753		
Proposed Average Monthly Charges	\$27,486	\$3,267	
Savings		\$39,204	Annual
		\$196,020	5 Years

DISCUSSION

The new agreement includes a complete equipment replacement, equipment and software upgrades to the Print Shop’s high volume production environment, and new lower color copy/print pool pricing. Additionally, the City negotiated to include its current volume usage of color prints into the cost of the lease. Staff also negotiated a waiver to remove devices that may in the future no longer be needed by the City. The waiver allows for the removal at no penalty of up to \$43,433 over the life of the agreement.

The City’s print shop high-volume production environment will match or exceed technology and equipment standards used by other agencies. The new equipment will increase the number of pages copied/printed per minute for both office and production printing environments thus improving efficiency and saving staff time. Service levels include automated preemptive fault monitoring for devices and proactive supplies management and reporting. The agreement includes all necessary supplies to operate the devices excluding paper and staples. The agreement authorizes the Chief Information Officer to add equipment as needed to meet the future copier technology needs of the City.

The services and products acquired under this Managed Print Services Agreement are available through a cooperative purchasing provision included in The Cooperative Purchasing Network (TCPN) Contract, Contract Number R5245. TCPN competitively bids and awards contracts for commonly purchased products and services. TCPN is a governmental entity tasked with assisting public entities to increase efficiency and economy when procuring goods and services. As per the Beverly Hills Municipal Code Section 3-2-205(c) the City may use Cooperative Purchasing, which is conducted in a competitive manner by State, County or any other Public or Municipal Agency. Other local agencies using this contract are: County of San Diego, City of San Diego, City of Del Mar, City of Oceanside, and City of Carlsbad.

It is anticipated that replacement of the devices will start within thirty days from the contract’s execution date.

FISCAL IMPACT

There is no fiscal impact because funds were allocated for the current agreement during the annual budget process. As a result of the new agreement, staff anticipates for fiscal year 2014-15 savings of approximately \$20,000 to be returned to fund balance.



David Schirmer
Approved By

Attachment 1

SERVICES AND SOLUTIONS AGREEMENT

This Services and Solutions Agreement (“SSA or Agreement”), Number 7144989, is between City of Beverly Hills (“Customer”) and Xerox Corporation (“Xerox”).

1. **SCOPE AND STRUCTURE.** This SSA sets forth the terms and conditions under which Customer may establish one or more Services Contracts for the acquisition in the U.S. of Services, Maintenance Services and Deliverables from Xerox. Each Services Contract under this SSA constitutes a separate contract and will be assigned its own Services Contract Number consisting of the above SSA number followed by a three-digit extension. Each Services Contract will be established when Customer submits and Xerox accepts the first SSO with a new Services Contract Number. Customer may add Services, Maintenance Services, or Deliverables to an existing Services Contract by issuing additional Orders referencing the applicable Services Contract Number. Each Services Contract will consist of the applicable terms and conditions of this SSA, the first SSO and each additional SSO or SOW with the same Services Contract Number. Xerox may provide Services and/or Products through its U.S. affiliates. Capitalized terms are defined in Section 24 unless defined where first used. This SSA is part of The Cooperative Purchasing Network (“TCPN”) agreement # R5245 and consists of this document and its attachments, which are incorporated in full herein and which together contain all the terms and conditions of this Agreement.
2. **ORDERS.**
 - A. Orders may consist of SSOs, SOWs, and/or POs. Each Order must reference an applicable Services Contract Number. Unless otherwise provided in an SSO, terms and conditions of such SSO are applicable to all Orders constituting the applicable Services Contract. Customer POs are for order entry purposes only and will be subject solely to the terms and conditions of the applicable Services Contract, notwithstanding anything contained in any such PO at variance with or in addition to the applicable Services Contract.
 - B. Xerox may accept an Order either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit prior to acceptance of each Order. Customer authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.
 - C. Orders may be submitted by hard copy or, in the case of SSOs or POs, by electronic means, and those submitted electronically will be considered (i) a “writing” or “in writing”; (ii) “signed”; (iii) an “original” when printed from electronic records established and maintained in the ordinary course of business; and (iv) a valid and enforceable Order.
3. **TERM.**
 - A. This SSA is effective when signed by Xerox and, unless terminated by either party upon 90 days written notice, continues for 60 months. If this SSA expires or is terminated, each Services Contract will (i) remain in effect until the expiration or termination of all Orders constituting such Services Contract, and (ii) be governed by the terms and conditions of this SSA as if it were still in effect.
 - B. The term of each Order will be set forth in such Order. If an Order is terminated, the term of remaining Orders will continue unaltered.
 - C. Except as otherwise provided in an SOW or unless either party provides notice of termination at least 30 days before the end of its term, an Order will automatically renew on a month-to-month basis.
 - D. End of Order Term Options. Provided Customer is not in default under this Agreement, at the end of the term of an Order the following options shall be available to Customer with respect to the Equipment subject to such Order. Customer may: (i) make the Equipment available for removal by Xerox at Xerox expense (subject to Section 9.C of the Agreement), provided that the Equipment is in the same condition as when delivered, reasonable wear and tear excepted; (ii) purchase the Equipment “AS IS, WHERE IS” and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value of the Equipment; or (iii) trade in the Equipment against a new Order with Xerox. Xerox uses an independent industry analyst (e.g. Gartner Group) to determine the Fair Market Value (“FMV”) of Equipment. The FMV will be determined by Xerox's then-current independent industry analyst. If Customer disagrees with the FMV, Customer is under no obligation to purchase the Equipment and may return the Equipment as set forth herein.
4. **PERSONNEL.** Xerox personnel engaged hereunder will comply with Customer's internal security and safety policies that (a) are provided to Xerox in writing, (b) are reasonable and customary, and (c) do not conflict with the applicable Services Contract. Customer will provide Xerox with reasonable prior written notice of such policies and any changes thereto. During the term of this SSA and for a period of 1 year thereafter, neither party will, directly or indirectly, actively solicit the employment of the other party's personnel (including their supervisors) and agents engaged under a Services Contract. Employment arising from inquiries received via

advertisements in newspapers, job fairs, unsolicited resumes, or applications for employment will not be considered active solicitation. The sole remedy for breach of this restriction is to receive payment, as liquidated damages and not as a penalty, from the breaching party equal to the individual's then current annual salary (or the fees paid to an agent in the previous 12 months), within 30 days of the start date of the individual. Xerox is an independent contractor hereunder.

5. PRICING, PAYMENT, AND TAXES.

- A. **Pricing.** Pricing will be as shown in an Order. Services requested and performed outside Customer's standard working hours will be at Xerox's then-current overtime rate.
- B. **Payment.** Undisputed invoices are payable upon receipt and payment must be received within 30 days after the invoice date. Restrictive covenants will not reduce Customer's obligations. If the provision of Services, Products, and/or Maintenance Services begins partially and/or early, Xerox will bill Customer on a pro rata basis, based on a 30-day billing month.
- C. **Taxes.** Customer will be responsible for all Taxes. Taxes will be included in Xerox's invoice unless Customer provides proof of Customer's tax-exempt status.

6. DEFAULT AND REMEDIES. Customer will be in default if Xerox does not receive any payment within 15 days after the date it is due, or if Customer breaches any other obligation under this SSA, any Services Contract, or any other agreement with Xerox. If Customer defaults, Xerox, in addition to its other remedies (including the cessation of Services), may require immediate payment of (a) all amounts then due, and (b) any applicable ETCs. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce any Services Contract.

7. CONFIDENTIAL INFORMATION. Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (a) was in the public domain before, at the time of, or after the date of disclosure through no fault of the non-disclosing party; (b) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (c) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth herein will expire 1 year after expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later; provided however, confidentiality obligations with respect to Xerox Work, Xerox Tools and Xerox Client Tools will not expire unless (a), (b) or (c) above become applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, including, but not limited to, computer programs, source code, and algorithms. Customer will only disclose the same pursuant to a separate written agreement. Upon expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later, 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 SSA.

8. INTELLECTUAL PROPERTY. Customer represents and warrants that (a) it owns the Customer Content and Customer Assets or otherwise has the right to authorize Xerox to use same to perform Services, and (b) Customer Content will not contain content that (i) is libelous, defamatory or obscene, (ii) violates any applicable laws, regulations, or (iii) infringes any third party rights. Customer acknowledges and agrees that Xerox does not undertake any obligation or duty whatsoever to determine whether Customer Content may be duplicated without violating a third party's copyright. Xerox, its employees, agents and/or licensors will at all times retain all rights to Xerox Work, Xerox Client Tools and Xerox Tools and, except as expressly set forth herein, no rights to Xerox Work, Xerox Client Tools or Xerox Tools are granted to Customer. If required for royalty reporting purposes, Xerox may disclose Customer's name and address to the third party licensor of certain Xerox Tools. Xerox Tools will be installed and operated only by Xerox. Customer will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW, but Customer will have no rights to use, access or operate the Xerox Tools. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services. If Xerox Client Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services. Customer agrees not to decompile or reverse engineer any Xerox Work, Xerox Client Tools, or Xerox Tools. Xerox grants Customer a non-exclusive, perpetual fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for Customer's customary business purposes, and not for resale, license and/or distribution outside of Customer's organization. Customer may not sublicense any rights granted to Customer hereunder, but may authorize a third party ("Designee") to use such rights, solely for Customer's benefit and Customer's internal business purposes. Any Designee operating or maintaining the delivered solution must be subject to written confidentiality obligations with respect to Confidential Information that are no less restrictive than those set forth in this SSA. Output of Services is Customer's sole and exclusive property and Xerox will have no rights therein, except as may be

required for Xerox to perform Services. Assessments are provided for Customer's internal business use only, and not for resale, license and/or distribution outside of Customer's organization and the implementation of Assessments may not be performed by any third party. Except as expressly set forth in this Section, no other rights or licenses are granted to Customer. Any rights or licenses that are granted to Customer will immediately terminate if Customer defaults with respect to any of Customer's obligations related to such rights or licenses. Xerox reserves the right to terminate such rights or licenses if Customer defaults under any other obligation under a Services Contract.

9. CUSTOMER RESPONSIBILITIES.

- A. Customer will (i) provide the Customer Assets that Xerox needs to perform the Services and (ii) grant sufficient rights to enable Xerox and its agents to use all Customer Assets and Customer Content.
- B. During the term of an Order, Customer will permit access to Customer personnel that Xerox needs to perform the Services.
- C. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal charges will be at Customer's expense.
- D. Customer will legally dispose of all hazardous wastes generated from use of Third Party Hardware and associated supplies.

10. EARLY TERMINATION.

- A. **Equipment.** Equipment included in an Order is being provided for the entire term of the Order. If, prior to the expiration of an Order, Customer terminates Equipment or requires Equipment to be removed or replaced, or Xerox terminates the applicable Order due to Customer's default, Customer will pay all amounts due as of the termination date and the ETCs set forth in the applicable Services Contract.
- B. **Services.** Unless otherwise set forth in an SOW, Customer may terminate or reduce any Services upon 90 days prior written notice without incurring ETCs. Notwithstanding the foregoing, if any Services are terminated (i) by Xerox due to Customer's default, or (ii) by Customer and Customer acquires Services from another supplier within 6 months of the termination of such Services, Customer will pay all amounts due as of the termination date and ETCs equal to the then current MMC for the terminated or reduced Services, multiplied by the number of months remaining in the term of the applicable Order, not to exceed 6 months.
- C. **Amortized Services and Third Party Funds.** The cost of certain Services, such as consulting and training, may be amortized over the term of an Order ("Amortized Services"); or Xerox may provide funds to acquire Third Party Hardware, license Third Party Software, or retire debt on existing Third Party Hardware ("Third Party Funds"). Amortized Services and Third Party Funds are collectively referred to as "Funds". The Funds amount is included in the MMC. Notwithstanding Section 10.B above, if an Order is terminated prior to expiration for any reason, or if a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox (i) all amounts due as of the termination date, and (ii) ETCs equal to the remaining principal balance of the Funds, plus a 15% disengagement fee. Customer will maintain the manufacturer's maintenance agreement for any Third Party Hardware and Third Party Software.

11. INDEMNIFICATION.

- A. Xerox agrees to indemnify, hold harmless and defend Customer, Customer Council and each member thereof, and every officer, employee and agent of Customer, from any liability or financial loss (including without limitation, attorneys fees and costs) arising from any intentional reckless, negligent, or otherwise wrongful acts, errors or omissions of Xerox or any person employed by Xerox in the performance of this Agreement.
- B. Xerox further agrees to indemnify, hold harmless and defend the Customer, Customer's Council and each member thereof, and every officer, employee and agent of the Customer from and against any liability or financial loss (including without limitation attorney fees and costs) arising from any claim that the services provided by Xerox under this Agreement infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party; provided, however, that such obligations shall not apply to infringement arising solely from the use, lease or sale of equipment or services provided hereunder in any combination with any device, equipment or services not provided by Xerox hereunder, or to any modification of equipment provided by Xerox by any person or entity other than Xerox.
- C. The foregoing indemnity is contingent upon Customer giving Xerox written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder and permits Xerox to control the defense of any such claim or action at Xerox's own expense. Notice shall be sent to "Corporate Risk, Xerox Corporation, Long Ridge Road, Stamford, Connecticut 06904." Customer agrees that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that Customer shall do nothing to

compromise the defense of such claim or action or any settlement thereof and shall provide Xerox with all reasonable assistance which Xerox may require.

- D. Xerox's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. Xerox expressly waives its statutory immunity under such statutes or laws as to Customer, its elected officials, officers, agents, employees and volunteers.
- E. Customer does not and shall not, waive any rights that it may possess against Xerox because of the acceptance by Customer, or the deposit with Customer, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Xerox agrees that Xerox's covenant under this Section 11 shall survive the termination of this Agreement.

12. INTENTIONALLY OMITTED

13. ASSIGNMENT. Customer may not assign any of its rights or obligations hereunder. Xerox may assign this SSA and any Orders hereunder, in whole or in part, with notice to Customer and may release information Xerox has about Customer to an assignee. Each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this SSA. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim, or setoff that Customer may have or claim against Xerox against any assignee of Xerox.

14. FORCE MAJEURE. Except for payment obligations, neither party will be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control. The affected party will notify the other party of each such circumstance.

15. MAINTENANCE SERVICES.

A. Except for Equipment identified as "No Svc", Maintenance Services will be provided for the Equipment during Xerox's standard working hours in areas open for repair service. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. Notwithstanding anything to the contrary herein, Xerox will have no obligation to replace Equipment beyond its end of service date. There will be no additional charge for the replacement Equipment during the initial Term. Unless the applicable Order requires Xerox to provide meter readings, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading, Xerox may reasonably estimate the reading and bill Customer accordingly.

B. **Cartridges.** If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment and/or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured, or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. 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. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.

C. **PC/Workstation Requirements.** For Equipment requiring connection to a PC or workstation, Customer must use a PC or workstation that either (i) has been provided by Xerox, or (ii) meets Xerox's published specifications.

16. CONSUMABLE SUPPLIES INCLUDED. If specified in an Order, Xerox will provide Consumable Supplies for Equipment. Consumable Supplies are Xerox's property until used by Customer, and Customer will (a) use them only with the Equipment included in the applicable Order, (b) return all Cartridges to Xerox as provided herein, and (c) at the end of the term of the applicable Order, return any unused Consumable Supplies to Xerox at Xerox's expense using Xerox-supplied shipping labels or destroy them in a manner permitted by applicable law. Should Customer's use of Consumable Supplies exceed Xerox's published yields by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice,

Xerox may charge Customer for such excess usage. If Xerox provides paper under a Services Contract, upon 30 days notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

17. **EQUIPMENT STATUS.** Unless Customer is acquiring Previously Installed Equipment, Equipment will be either: (a) "Newly Manufactured", which may contain some recycled components that are reconditioned; (b) "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 both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the manufactured status of Third Party Hardware.
18. **TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS.** Title to Equipment and Third Party Hardware will remain with Xerox unless purchased by Customer. Risk of loss for the Products will pass to Customer upon delivery. Customer will keep the Products insured against loss and the policy will name Xerox as Loss Payee. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Equipment and Third Party Hardware.
19. **WARRANTIES AND DISCLAIMERS.**
 - A. **Services Warranty.** Xerox warrants to Customer that the Services will be performed in a skillful and workmanlike manner. If the Services do not comply with the service levels in an applicable SOW, Customer will notify Xerox in writing detailing its concerns. Within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern, and begin to develop a corrective action plan ("Plan"). As Customer's exclusive remedy for such non-compliance, Xerox will either modify the Services to comply with the applicable service levels or re-do the work at no additional charge within 60 days of finalizing the Plan or another time period agreed to, in writing, by the parties.
 - B. **Third Party Product Warranty.** For Third Party Products selected solely by Xerox for an Order, Xerox warrants they will operate substantially in conformance with applicable service levels in the SOW. If, within a reasonable time after provision of such Third Party Products, they cannot be brought into substantial conformance with the services levels in the SOW, and such non-conformance is a result of Xerox's use of such Third Party Products, Customer's exclusive remedy is to receive a refund of any fees paid for the non-conforming Third Party Products upon their return to Xerox. Xerox will pass through to Customer any warranties provided to it by the manufacturer or licensor of Third Party Products to the extent permissible.
 - C. **Warranty Disclaimer and UCC Waiver.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, XEROX MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED; AND XEROX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND ANY WARRANTIES RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY WITH CUSTOMER'S SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
 - D. The warranties set forth in this SSA are expressly conditioned upon the use of the Services and Deliverables for the purposes for which they were intended or designed, and do not apply to Services or Deliverables subjected to misuse, accident, alteration or modification by Customer or any third party (except as specifically authorized in writing by Xerox). In no event will Xerox be responsible for any failure to perform Services caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to perform its obligations under Section 9.A or 9.B.
20. **SOFTWARE TERMS.**
 - A. **Software License.** Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (i) Base Software only with the Equipment with which it was delivered; and (ii) Application Software only on any single unit of Equipment for as long as Customer is current in the payment of all applicable software license fees. Customer has no other rights to Software. The Base Software license will terminate; (y) if Customer no longer uses or possesses the Equipment; or (z) upon the expiration of any Order under which Customer has rented or leased the Equipment (unless Customer has exercised an 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. Third Party Software is subject to license and support terms provided by the vendor thereof.

- B. **Software Support.** For Base Software, Software Support will be provided during the initial term of the applicable Order and any renewal period, but not longer than 5 years after Xerox stops taking customer orders for the subject Equipment model. 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. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its user documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for the current Release and the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. Feature Releases will be subject to additional license fees at Xerox's then-current pricing. Each Release will be considered Software governed by the provisions of this Section 20 (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware, and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase Software license and support fees for Application Software. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.
- C. **Disabling Code.** Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) Customer is notified of a default under a Services Contract; or (iii) Customer's license is terminated or expires.
- D. **Diagnostic Software.** Diagnostic Software is a valuable trade secret of Xerox. Xerox does not grant Customer any right to use Diagnostic Software. Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.
- E. **Title and Rights.** Title and all intellectual property rights to Software and Diagnostic Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of Section 20.A. Customer will not, and will not allow its employees, agents, contractors, or vendors to: (i) distribute, copy, modify, create derivatives of, decompile or reverse engineer Software or Diagnostic Software; (ii) activate Software delivered with the Equipment in an inactivated state; or (iii) access or disclose Diagnostic Software for any purpose.
21. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox 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 Xerox. The automatic data transmission capability will not allow Xerox 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.
22. **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 Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.
23. **MISCELLANEOUS.** This SSA and the Services Contract(s) hereunder constitute the entire agreement of the parties as to its subject matter, supersede all prior and contemporaneous oral and written agreements, and will be construed under the laws of the State of California (without regard to conflict-of-law principles). In the event of any conflict between terms and conditions, the order of precedence will be this SSA, the SSO, and the SOW, except where expressly stated otherwise in this SSA. Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing, and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox. In any action to enforce this SSA or any Services Contract hereunder, the parties agree to the jurisdiction and venue of the federal or state courts in California and to waive their right to a jury trial. If a court finds any term of this SSA or any Services Contract to be unenforceable, the remaining terms of this SSA and the Services Contract will remain in effect. The delay or failure by either Party to enforce any right or remedy under this SSA or any Services Contract will not constitute a waiver or forgiveness of such right or remedy. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this SSA or any Order, which will be admissible in any action to enforce it, but only SSA or Order held by Xerox will be considered an original. Except for

documentation of Equipment replaced by Xerox for reasons other than trade-in, all changes to this SSA or any Order will be made in an amendment signed by both parties. Customer represents that: (a) it has the lawful power and authority to enter into this SSA, (b) the person signing this SSA or any Order is duly authorized to do so, (c) entering into this SSA will not violate any law or other agreement to which it is a party, (d) it is not aware of anything that will have a material negative effect on its ability to satisfy its payment obligations under this SSA or any Services Contract, and (e) all financial information it has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party will promptly notify the other, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The following four clauses will control over every other provision in a Services Contract: (w) Customer and Xerox will comply with all laws applicable to the performance of its obligations hereunder, (x) in no event will Xerox charge or collect any amounts in excess of those allowed by applicable law, (y) any part of a Services Contract that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Services Contract to the maximum amount allowed by law, and (z) if in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or refunded to Customer.

24. DEFINITIONS.

- A. **"Application Software"** means software and accompanying documentation identified in an Order as "Application Software".
- B. **"Assessments"** means assessment and recommendation reports created by Xerox in the performance of assessment Services.
- C. **"Base Software"** means software and accompanying documentation provided with Equipment.
- D. **"Cartridges"** means Equipment components designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules.
- E. **"Confidential Information"** means this SSA, Orders and certain business information identified as confidential that each party may disclose to the other. Customer Content is considered Customer Confidential Information. Xerox Work, Xerox Tools, and Xerox Client Tools are considered Xerox Confidential Information.
- F. **"Consumable Supplies"** means black toner (excluding highlight color toner), black developer, Cartridges and, if applicable, fuser agent. For full-color Equipment Orders that include Consumable Supplies, Consumable Supplies also includes, as applicable, color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, 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.
- G. **"Customer Assets"** means all hardware, software, and or workspace owned, leased, rented, licensed and/or controlled by Customer, and any services used by Customer that Xerox needs to use or access to enable Xerox to perform the Services.
- H. **"Customer Content"** means documents, materials, and data provided in hard copy or electronic format by Customer to Xerox containing information about Customer and/or Customer's clients.
- I. **"Deliverables"** means Products, Output of Services, Assessments, and Documentation.
- J. **"Developments"** means items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing Services.
- K. **"Diagnostic Software"** means software used by Xerox to evaluate or maintain the Equipment.
- L. **"Documentation"** means all manuals, brochures, specifications, information, and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for Customer's use as part of the Services.
- M. **"Eligible Affiliate"** means any domestic entity which controls, is controlled by, or is under common control with Customer. Control (including the terms controls, controlled by and under common control with) means direct or indirect power to direct the management and policies of an entity.
- N. **"Equipment"** means Xerox-brand equipment.
- O. **"ETCs"** means early termination charges paid by Customer in the event of early termination, for loss of bargain and not as a penalty, as more fully defined in this SSA or the applicable Services Contract.
- P. **"Feature Releases"** means new releases of Software that include new content or functionality.

- Q. **"Maintenance Releases" or "Updates"** means new releases of Software that primarily incorporate compliance updates and coding error fixes.
- R. **"Maintenance Services"** means the services provided by Xerox (or a designated servicer) to keep the Equipment in good working order.
- S. **"MMC"** means the Monthly Minimum Charge identified in an Order which, along with any Additional Impression Charges, covers the cost for the Services, Products, and Maintenance Services. The MMC may also include lease buyout funds, Third Party Funds, supplemental funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, amounts being financed or refinanced, and Amortized Services. One-time items are billed separately from the MMC.
- T. **"Order"** means any (i) SSO, (ii) SOW which references an applicable Services Contract Number and is signed by Customer and Xerox, or (iii) PO.
- U. **"Output of Services"** means electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable Order, but does not include software.
- V. **"PO"** means a Customer-issued purchase order accepted by Xerox that references an applicable Services Contract Number.
- W. **"Pre-existing Work"** means items used or incorporated into the Services or Deliverables, or developed or acquired by Xerox independent of performing the Services.
- X. **"Products"** means, collectively, Consumable Supplies, Equipment, Software, and Third Party Products.
- Y. **"Releases"** means, collectively, Maintenance Releases, Updates, and Feature Releases.
- Z. **"Services"** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and imaging and language translation services.
- AA. **"Services Contract"** means this SSA together with one or more Orders designated by the same Services Contract Number.
- BB. **"Services Contract Number"** means a 10-digit number assigned by Xerox to each Services Contract.
- CC. **"Software"** means Application Software and Base Software.
- DD. **"Software Support"** means the support and maintenance of software provided by Xerox (or a designated servicer).
- EE. **"SSO"** means a Services and Solutions Order issued by Xerox pursuant to this SSA.
- FF. **"SOW"** means a statement of work describing Services and Deliverables which (i) is incorporated by reference into an SSO, or (ii) references an applicable Services Contract Number and is signed by Customer and Xerox.
- GG. **"Taxes"** means all taxes, fees, or charges of any kind (including interest and penalties) assessed by any governmental entity on this SSA or any Order hereunder or the amounts payable to Xerox under this SSA or any Order. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, or taxes on Xerox's income.
- HH. **"Third Party Funds"** is defined in Section 10.C.
- II. **"Third Party Hardware"** means non-Xerox brand equipment.
- JJ. **"Third Party Products"** means, collectively, Third Party Hardware and Third Party Software.
- KK. **"Third Party Software"** means non-Xerox brand software.
- LL. **"U.S."** means the United States and its territories and possessions.
- MM. **"Xerox Client Tools"** means certain Xerox proprietary tools (including any modifications, enhancements, improvements, and derivative works) that are owned by Xerox and are licensed to Customer for its use under an accompanying click wrap license agreement.
- NN. **"Xerox Tools"** means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) used by Xerox to provide certain Services.
- OO. **"Xerox Work"** means, collectively, Developments and Pre-Existing Work.
25. **FUNDING.** Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire lease term and to make all payments required under this Agreement or an Order. If (i) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of this Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so

from other sources, and (ii) Customer has made a reasonable but unsuccessful effort to find an assignee within Customer's general organization who can continue this Agreement or an Order, this Agreement or the Order may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year.

26. TOTAL SATISFACTION GUARANTEE.

- A. "SP Equipment" means any iGen3, iGen4 and Xerox Continuous Feed Equipment. Except for SP Equipment identified as "Previously Installed", if, during any 90 day period, the performance of SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Xerox equipment with comparable features and capabilities. The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire 3 years after the installation date, unless the SP Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of the subject Order. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox under a Xerox maintenance agreement, and (ii) operated at all times in accordance with the Expectations Document.
- B. "Non-SP Equipment" means any Equipment other than SP Equipment. If Customer is not totally satisfied with any Non-SP Equipment delivered under an IA Order under this Agreement, Xerox will, at Customer's request, replace it without charge with identical Non-SP Equipment or, at the option of Xerox, with Xerox Equipment with comparable features and capabilities. The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox under a Xerox maintenance agreement. For "Previously Installed" Non-SP Equipment, the Non-SP Equipment Guarantee is effective for one (1) year after the installation date. For all other Non-SP Equipment, the Non-SP Equipment Guarantee is effective for 3 years after the installation date, unless the Non-SP Equipment is being acquired under an Order with an initial Term of more than 3 years, in which event it will expire at the end of the initial Term of the subject Order.
- C. The SP Equipment Guarantee and Non-SP Equipment Guarantee replace and supersede any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

27. INSURANCE.

- A. Xerox shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 - (1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Xerox.
 - (2) A policy or policies of Auto Liability Insurance covering bodily injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Xerox in performing the Scope of Work required by this Agreement.
 - (3) Workers' compensation insurance as required by the State of California.
- B. Xerox shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.
- C. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.
- D. Xerox agrees that if it does not keep the aforesaid insurance in full force and effect Customer may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Customer may take out the necessary insurance and pay, at Xerox's expense, the premium thereon.
- E. At all times during the term of this Agreement, Xerox shall maintain on file with the Customer Clerk a certificate or certificates of insurance on a form acceptable to the Customer's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Xerox shall, prior to commencement of work under this Agreement, file with the Customer Clerk such certificate or certificates.

- F. The general and auto liability insurance shall contain an endorsement naming the Customer, its elected officials, officers, agents and employees, as additional insureds with respect to work under this Agreement.
- G. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to Customer, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- H. The insurance provided by Xerox shall be primary to any coverage available to Customer. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.
- I. Any deductibles or self-insured retentions must be declared to and approved by Customer. At the option of Customer, Xerox shall either reduce or eliminate the deductibles or self-insured retentions with respect to Customer. Any incremental expense that results from a Customer-mandated change will be charged to the Customer.

CITY OF BEVERLY HILLS

XEROX CORPORATION

Signature

Steven W. Varney

Signature

Name (please print)

Steven W. Varney

Name

Mayor of the City of Beverly Hills

Title

Finance Director

Title

455 North Rexford Drive
Beverly Hills, CA 90210

Address

1851 East First Street, Suite 300
Santa Ana, CA 92705

Address

Date

1/13/2015

Date

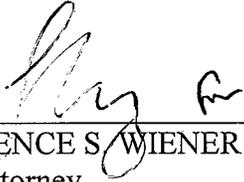
City of Beverly Hills signatures continued for Xerox Services and Solutions Agreement

ATTEST:

BYRON POPE
City Clerk

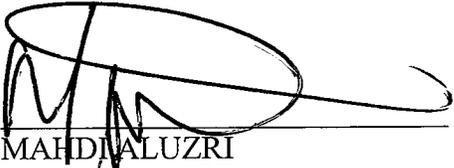
(SEAL)

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



MAHDIALUZRI
Interim City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

Services & Solutions Order

under Services Contract # 7144989-001

Customer: BEVERLY HILLS, CITY OF
Bill To: CITY OF BEVERLY HILLS
 455 N REXFORD DR
 BEVERLY HILLS, CA 90210-4857



Services Provided	
Service	Description
Xerox Office Services (XOS)	XOS is a managed print service that optimizes the office output infrastructure. It establishes a balanced deployment of devices providing information security, regulatory compliance, and preemptive support, while enabling continuous improvement and business process innovation.

Order Summary	
Agreement	Pricing
Term 12/1/2014 - 11/30/2019 (60 Months) Issued per Services and Solutions Agreement # 7144989 Attachments to this Order • Pool Plan Document • Invoice Presentment SOW 52546 • MPS Statement of Work 52543	Total for this Order Net Monthly Minimum Charge \$23,473.86 Additional Impression Charges See Meter Pricing Plan (additional to Monthly Minimum Charge) Waiver Amount Available Waiver Amount \$0.00 Total Waiver Amount added in this Order \$43,433.00 Remaining Waiver Amount (upon install and/or removal of units in this Order) \$43,433.00

Authorized Signature	
Your signature indicates your agreement to the items and pricing in this Order. Signer: X Customer Authorized Signature: _____ Date: _____ Phone: 111-111-1111	Thank You for your business! This agreement is proudly presented by Xerox and Sean C Harold 310-678-4368 For information on your Xerox Account, Please see your Sales Representative

Services & Solutions Order

under Services Contract # 7144989-001



Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
1.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS PATROL 464 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
2.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
3.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS FIRE STATION 3 180 S DOHENY DR BEVERLY HILLS, CA 90211-2510	XRX
4.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS 9357 W 3RD ST BEVERLY HILLS, CA 90210	XRX
5.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS VEHICLE SHOP 9333 W 3RD ST BEVERLY HILLS, CA 90210	XRX
6.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS PUBLIC WORKS (DOWN) 345 FOOTHILL RD BEVERLY HILLS, CA 90210-3609	XRX

Services & Solutions Order

under Services Contract # 7144989-001



Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
7.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY FIRE CAPTAIN S OFC 445 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
8.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY FIRE DEPT TRAINING 445 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
9.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS 464 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
10.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS 9357 W 3RD ST BEVERLY HILLS, CA 90210	XRX
11.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS COMM. & MKTG RM 250 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX

Services & Solutions Order

under Services Contract # 7144989-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
12. 5945APT (WORKCENTRE 5945)	- Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS 445 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
13. 5945APT (WORKCENTRE 5945)	- Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS CITY HALL MAIN FLOOR 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
14. 5865APT (5865A PT/COP/4TRAY)	- Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$139.00	CITY OF BEVERLY HILLS POLICE RECORDS #1 464 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
15. 5865APT (5865A PT/COP/4TRAY)	- Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$141.00	CITY OF BEVERLY HILLS PMRN02 455 N REXFORD DR # BEVERLY HILLS, CA 90210-4857	XRX
16. W7845PT (W7845PT TANDEM)	- Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS FINANCE-CASHIER	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included			CITY OF BEVERLY HILLS 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	

Services & Solutions Order

under Services Contract # 7144989-001



Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
17. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS FIRE DEPT STATION 1 445 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
18. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS PUBLIC WORKS 2ND FLOOR EAST 345 FOOTHILL RD BEVERLY HILLS, CA 90210-3609	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
19. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS PATRON 2ND FLR 444 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
20. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS CHILDRENS SECTION 444 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
21. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS ROXBURY CLUBHOUSE 401 S ROXBURY BEVERLY HILLS, CA 90212-4113	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					

Services & Solutions Order

under Services Contract # 7144989-001



Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
22.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS LA CLENEGA 8400 GREGORY WAY BEVERLY HILLS, CA 90211-3447	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
23.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS PUBLIC WORKS 2ND FLOOR WEST 345 FOOTHILL RD BEVERLY HILLS, CA 90210-3609	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
24.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS TENNIS 325 S LA CIENEGA BLV BEVERLY HILLS, CA 90211-3331	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
25.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS STE 310 3RD FL 455 N REXFORD DR # BEVERLY HILLS, CA 90210-4857	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
26.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS 3RD FL 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					

Services & Solutions Order

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Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
27. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS RECORDS #2 464 N REXFORD DR BEVERLY HILLS, CA.90210-4873	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
28. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS 3RD FL 455 N REXFORD DR BEVERLY HILLS, CA.90210-4857	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
29. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS LIBRARY CIRCULATION 444 N REXFORD DR BEVERLY HILLS, CA.90210-4873	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
30. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS POLICE ADMIN 464 N REXFORD DR BEVERLY HILLS, CA.90210-4873	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
31. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS LIBRARY GRAPHICS 444 N REXFORD LVL A BEVERLY HILLS, CA.90210	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					

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Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
32. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS 3RD FL CITY HALL 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
33. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS PLANNING FLR 1 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
34. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS 9355 CIVIC CENTER BEVERLY HILLS, CA 90210-3427	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
35. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS PRINT SHOP LEVEL A 444 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
36. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS CITY MANAGER STE 400 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					

Services & Solutions Order



under Services Contract # 7144989-001

Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
37. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS LIBRARY ADMIN 444 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
38. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS CRIME LAB 464 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
39. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS 471 S ROXBURY DR BEVERLY HILLS, CA 90212-4113	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
40. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS RM 310 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					
41. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS CITY CLERK SUITE 290 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
		2: COLOR	Per Pool Plan	66407	Per Pool Plan					

Services & Solutions Order

under Services Contract # 7144989-001



Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
42. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS CITY HALL - GRND B&S 455 N REXFORD DR G10 BEVERLY HILLS, CA 90210-4857	XRX	
	2: COLOR	Per Pool Plan	66407	Per Pool Plan						
43. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS LIBRARY SUPPORT 444 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX	
	2: COLOR	Per Pool Plan	66407	Per Pool Plan						
44. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS LIBRARY REFERENCE 444 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX	
	2: COLOR	Per Pool Plan	66407	Per Pool Plan						
45. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS TRAFFIC 464 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX	
	2: COLOR	Per Pool Plan	66407	Per Pool Plan						
46. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS GREYSTONE 905 LOMA VISTA DR BEVERLY HILLS, CA 90210-2618	XRX	
	2: COLOR	Per Pool Plan	66407	Per Pool Plan						

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under Services Contract # 7144989-001



Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
47. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS EVIDENCE PROC AREA 464 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX	
	2: COLOR	Per Pool Plan	66407	Per Pool Plan						
48. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS DETECTIVES 464 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX	
	2: COLOR	Per Pool Plan	66407	Per Pool Plan						
49. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS PUBLIC WORKS 2ND FLOOR BACK 345 FOOTHILL RD BEVERLY HILLS, CA 90210-3609	XRX	
	2: COLOR	Per Pool Plan	66407	Per Pool Plan						
50. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	BEVERLY HILLS CITY OF 3RD FL 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX	
	2: COLOR	Per Pool Plan	66407	Per Pool Plan						
51. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	CITY OF BEVERLY HILLS CITY ATTORNEY STE 320 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX	
	2: COLOR	Per Pool Plan	66407	Per Pool Plan						

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Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
52.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS CITY MANAGER RM 400 455 N REXFORD DR BEVERLY HILLS, CA 90210-4857	XRX
53.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS CANYON DR 1100 COLDWATER BEVERLY HILLS, CA 90210-2403	XRX
54.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$105.00	CITY OF BEVERLY HILLS JAILER'S OFC (CITY) 464 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
55.	CK4SHRPNT (CONNECTKEY F/SHRPNT) - Analyst Services	N/A	N/A	N/A	N/A	- Fixed Price	N	\$384.00	CITY OF BEVERLY HILLS 444 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
56.	WC5335PT (WC5335 PRINTR/TANDEM) - Customer Ed - Analyst Services	1: Meter 1	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$84.00	CITY OF BEVERLY HILLS LIBRARY 444 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX

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Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
57.	WC5335PT (WC5335 PRINTR/TANDEM) - Customer Ed - Analyst Services	1: Meter 1	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$84.00	CITY OF BEVERLY HILLS LIBRARY 444 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
58.	WC5335PT (WC5335 PRINTR/TANDEM) - Customer Ed - Analyst Services	1: Meter 1	Per Pool Plan	66406	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$84.00	CITY OF BEVERLY HILLS LIBRARY 444 N REXFORD DR BEVERLY HILLS, CA 90210-4873	XRX
59.	D125CP (D125 COPIER/PRINTER) - Customer Ed - Analyst Services	1: Meter 1	114,000	N/A	\$0.0045	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$475.00	CITY OF BEVERLY HILLS 345 FOOTHILL RD BEVERLY HILLS, CA 90210-3609	XRX
60.	C75M2 (C75 PRESS LEO NAAO)	1: Color	Per Pool Plan	66405	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$460.00	CITY OF BEVERLY HILLS 345 FOOTHILL RD BEVERLY HILLS, CA 90210-3609	XRX
		2: Black	0	N/A	\$0.0115					
61.	C75FFPS (FFPS FOR C75) - Customer Ed - Analyst Services	N/A	N/A	N/A	N/A	- Fixed Price	N	\$365.00	CITY OF BEVERLY HILLS 345 FOOTHILL RD BEVERLY HILLS, CA 90210-3609	XRX
62.	J75M2 (J75 PRESS LEO NAAO) - Customer Ed - Analyst Services	1: Color	Per Pool Plan	66405	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$543.00	CITY OF BEVERLY HILLS 345 FOOTHILL RD BEVERLY HILLS, CA 90210-3609	XRX
		2: Black	0	N/A	\$0.0115					

Services & Solutions Order

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Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
63.	J75FFPS (FFPS FOR J75) - Customer Ed - Analyst Services	N/A	N/A	N/A	N/A	-Fixed Price	N	\$462.00	CITY OF BEVERLY HILLS 345 FOOTHILL RD BEVERLY HILLS, CA 90210-3609	XRX

Staffing & Management Services Added	
Description	Plan Features
Support for Services Provided	- Fixed Price

Additional Value-Added Products or Services			
Item	Description	Type	Modification to Prior Pricing
1.	3 Manual Platen Covers	Hardware	N
2.	MPS Implementation	Professional Services	N
3.	MPS Steady State Management	Professional Services	N
4.	XSPMS Implementation	Professional Services	N
5.	XSPMS Steady State Management	Software	N
6.	XSPMS Card Readers	Hardware	N



**Services Contract
Terms & Conditions**

The following terms and conditions are in addition to those in the SSA. In the event of a conflict between terms and conditions, the order of precedence will be the SSA, this SSO and the applicable SOW, except where expressly stated otherwise in the SSA.

QUARTERLY METER RECONCILIATION: Each month Customer will be billed for the then-current Monthly Minimum Charge(s) under an Order. The number of "Monthly Impressions In Plan" will count towards a Quarterly Minimum Volume (calculated as three (3) times the Monthly Impressions In Plan) for Equipment installed under the SSO. At the end of each "Quarterly Period", (defined as the three (3) consecutive months beginning in January, April, July and October), Xerox will bill Customer for impressions produced in excess of the Quarterly Minimum Volume, at the Additional Impression Charge set forth in an Order. In the event that the total number of impressions produced in a quarter is less than the Quarterly Minimum Volume, Customer agrees to pay the Quarterly Minimum Volume. Xerox will bill Customer for partial quarters on a pro rata basis.

WAIVER AMOUNT: The following is an addition to the provision of the Services Contract # 7144989-001 ("Contract") terms and conditions titled "EARLY TERMINATION" For Equipment installed under this SSO, Xerox shall waive Monthly Equipment Component ("MEC") charges for units of such Equipment that are terminated and removed up to a total of the Available Waiver Amount, as shown in this Contract. The Available Waiver Amount shown, is specific to this Contract and may not be used for SSOs under any other Contract number. The Available Waiver Amount will decrease when applied to removals of Equipment, without replacement, and may increase with additional Equipment purchases under this Contract. The Total Waiver Amount Used in this Order is an estimate based on the anticipated removal date of the subject Equipment and the actual waiver amount used will be determined based on the actual removal date of the subject Equipment.

An example of how the Total Waiver Amount Used in this Order is calculated and how the Remaining Waiver Amount is determined is as follows: In this example, the Available Waiver Amount is \$6,000. If the MEC of the first unit of Equipment being removed is \$100 and there are 23 months left in the term of the unit, the Total Waiver Amount Used for this unit in the Order would be \$2,300. To determine the Remaining Waiver Amount, \$2,300 would be subtracted from the Available Waiver Amount, leaving a Remaining Waiver Amount of \$3,700 that is available for future removal transactions.

A Waiver Bank report, available upon request, shows the unit level Waiver Activity, which includes the actual waiver transactions for each Order and the balance of the Available Waiver Amount. If, at any time during the term of this Contract, the Available Waiver Amount is reduced to zero, you shall be responsible for the payment of all MEC charges thereafter (including any MEC charge that remains for the particular Order that reduces the Available Waiver Amount to zero). Any Available Waiver Amount which remains at the end of the term of this Contract, at contract cancellation, or at early renewal Customer agrees shall be forfeited.

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Services Contract Terms & Conditions

If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.

The following terms apply to FreeFlow Software licensed to U.S. government customers:

- a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).
- b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.
- c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7144989-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

Xerox Equipment Removed from Previous Agreement(s)



*** The following is provided for informational purposes only ***

Xerox Equipment Removed from Previous Agreement(s):

The Equipment listed below, covered under other agreement(s) between BEVERLY HILLS, CITY OF and Xerox Corporation, will either be physically removed from your site (removed or traded units), or transferred (retained units) to Services Contract # 7144989-001 effective 12/1/2014. The last invoice you will pay, under the Equipment's previous agreement is for the prior month's charges. As of the date above, you will be billed under Services Contract # 7144989-001 for lease buyout funds Xerox has provided to you to retire the debt for traded units, or the refinanced amount for retained units, and such billing will be in advance, rather than in arrears.

Xerox Equipment	Previous Agreement	Transaction Type	Final Payment #
1. DRB131986: DCOL260	7077510 - 001	Trade Removal	60
2. ERB092564: D260EFI	7077510 - 001	Trade Removal	60
3. GYA884759: P4127CP	7077510 - 001	Trade Removal	60
4. LBD001236: WCBK40P	7077510 - 001	Trade Removal	60
5. LBD001308: WCBK40P	7077510 - 001	Trade Removal	60
6. LBD001316: WCBK40P	7077510 - 001	Trade Removal	60
7. MAV776573: X700X	7077510 - 001	Trade Removal	60
8. PBB005988: WC7435P	7077510 - 001	Trade Removal	60
9. PBB008519: WC7435P	7077510 - 001	Trade Removal	60
10. PBB008694: WC7435P	7077510 - 001	Trade Removal	60
11. PBB008847: WC7435P	7077510 - 001	Trade Removal	60
12. PBB008849: WC7435P	7077510 - 001	Trade Removal	60
13. PBB008938: WC7435P	7077510 - 001	Trade Removal	60
14. PBB008984: WC7435P	7077510 - 001	Trade Removal	60
15. PBB008987: WC7435P	7077510 - 001	Trade Removal	60
16. PBB008993: WC7435P	7077510 - 001	Trade Removal	60
17. PBB009005: WC7435P	7077510 - 001	Trade Removal	60
18. PBB009008: WC7435P	7077510 - 001	Trade Removal	60
19. PBB009009: WC7435P	7077510 - 001	Trade Removal	60
20. PBB009012: WC7435P	7077510 - 001	Trade Removal	60
21. PBB009014: WC7435P	7077510 - 001	Trade Removal	60
22. PBB009015: WC7435P	7077510 - 001	Trade Removal	60
23. PBB009028: WC7435P	7077510 - 001	Trade Removal	60

Xerox Equipment Removed from Previous Agreement(s)



*** The following is provided for informational purposes only ***

Xerox Equipment Removed from Previous Agreement(s):

The Equipment listed below, covered under other agreement(s) between BEVERLY HILLS, CITY OF and Xerox Corporation, will either be physically removed from your site (removed or traded units), or transferred (retained units) to Services Contract # 7144989-001 effective 12/1/2014. The last invoice you will pay, under the Equipment's previous agreement is for the prior month's charges. As of the date above, you will be billed under Services Contract # 7144989-001 for lease buyout funds Xerox has provided to you to retire the debt for traded units, or the refinanced amount for retained units, and such billing will be in advance, rather than in arrears.

Xerox Equipment	Previous Agreement	Transaction Type	Final Payment #
24. PBB009029: WC7435P	7077510 - 001	Trade Removal	60
25. PBB009031: WC7435P	7077510 - 001	Trade Removal	60
26. PBB009032: WC7435P	7077510 - 001	Trade Removal	60
27. PBB009034: WC7435P	7077510 - 001	Trade Removal	60
28. PBB009035: WC7435P	7077510 - 001	Trade Removal	60
29. PBB009036: WC7435P	7077510 - 001	Trade Removal	60
30. PBB009038: WC7435P	7077510 - 001	Trade Removal	60
31. PBB009039: WC7435P	7077510 - 001	Trade Removal	60
32. PBB009040: WC7435P	7077510 - 001	Trade Removal	60
33. PBB009042: WC7435P	7077510 - 001	Trade Removal	60
34. PBB009043: WC7435P	7077510 - 001	Trade Removal	60
35. PBB009044: WC7435P	7077510 - 001	Trade Removal	60
36. PBB009045: WC7435P	7077510 - 001	Trade Removal	60
37. PBB009048: WC7435P	7077510 - 001	Trade Removal	60
38. PBB009050: WC7435P	7077510 - 001	Trade Removal	60
39. PBB009059: WC7435P	7077510 - 001	Trade Removal	60
40. PBB009064: WC7435P	7077510 - 001	Trade Removal	60
41. PBB009084: WC7435P	7077510 - 001	Trade Removal	60
42. PBB017917: WC7425P	7077510 - 001	Trade Removal	60
43. TAM001144: X70FFPS	7077510 - 001	Trade Removal	60
44. VXW001491: WC5135	7077510 - 001	Trade Removal	60
45. VXW001937: WC5135	7077510 - 001	Trade Removal	60
46. VXW001953: WC5135	7077510 - 001	Trade Removal	60

Xerox Equipment Removed from Previous Agreement(s)



*** The following is provided for informational purposes only ***

Xerox Equipment Removed from Previous Agreement(s):

The Equipment listed below, covered under other agreement(s) between BEVERLY HILLS, CITY OF and Xerox Corporation, will either be physically removed from your site (removed or traded units), or transferred (retained units) to Services Contract # 7144989-001 effective 12/1/2014. The last invoice you will pay, under the Equipment's previous agreement is for the prior month's charges. As of the date above, you will be billed under Services Contract # 7144989-001 for lease buyout funds Xerox has provided to you to retire the debt for traded units, or the refinanced amount for retained units, and such billing will be in advance, rather than in arrears.

Xerox Equipment	Previous Agreement	Transaction Type	Final Payment #
47. VXW001956: WC5135	7077510 - 001	Trade Removal	60
48. VXW001964: WC5135	7077510 - 001	Trade Removal	60
49. VXW001977: WC5135	7077510 - 001	Trade Removal	60
50. VXW002001: WC5135	7077510 - 001	Trade Removal	60
51. VXW002026: WC5135	7077510 - 001	Trade Removal	60
52. VXW002050: WC5135	7077510 - 001	Trade Removal	60
53. VXW002074: WC5135	7077510 - 001	Trade Removal	60
54. VXW002079: WC5135	7077510 - 001	Trade Removal	60
55. VXW002110: WC5135	7077510 - 001	Trade Removal	60
56. VXW002114: WC5135	7077510 - 001	Trade Removal	60
57. VXW002117: WC5135	7077510 - 001	Trade Removal	60
58. VXW002126: WC5135	7077510 - 001	Trade Removal	60
59. VXX064991: WC5150P	7077510 - 001	Trade Removal	60
60. WTM035907: WC5665	7077510 - 001	Trade Removal	60
61. WTM784278: WC5665	7077510 - 001	Trade Removal	60
62. XKP542466: WC7545P	7077510 - 001	Trade Removal	60

Pool Plan

under Services Contract # 7144989-001

Pool Identifier : 66406

Pool Name : Office B/W pool

Pool Meter Type : Black & White



Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
1.	5945APT	Pending Delivery	Added
2.	5945APT	Pending Delivery	Added
3.	5945APT	Pending Delivery	Added
4.	5945APT	Pending Delivery	Added
5.	5945APT	Pending Delivery	Added
6.	5945APT	Pending Delivery	Added
7.	5945APT	Pending Delivery	Added
8.	5945APT	Pending Delivery	Added
9.	5945APT	Pending Delivery	Added
10.	5945APT	Pending Delivery	Added
11.	5945APT	Pending Delivery	Added
12.	5945APT	Pending Delivery	Added
13.	5945APT	Pending Delivery	Added
14.	5865APT	Pending Delivery	Added
15.	5865APT	Pending Delivery	Added
16.	W7845PT	Pending Delivery	Added

Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
17.	W7845PT	Pending Delivery	Added
18.	W7845PT	Pending Delivery	Added
19.	W7845PT	Pending Delivery	Added
20.	W7845PT	Pending Delivery	Added
21.	W7845PT	Pending Delivery	Added
22.	W7845PT	Pending Delivery	Added
23.	W7845PT	Pending Delivery	Added
24.	W7845PT	Pending Delivery	Added
25.	W7845PT	Pending Delivery	Added
26.	W7845PT	Pending Delivery	Added
27.	W7845PT	Pending Delivery	Added
28.	W7845PT	Pending Delivery	Added
29.	W7845PT	Pending Delivery	Added
30.	W7845PT	Pending Delivery	Added
31.	W7845PT	Pending Delivery	Added
32.	W7845PT	Pending Delivery	Added

Pool Plan

under Services Contract # 7144989-001

Pool Identifier : 66406

Pool Name : Office B/W pool

Pool Meter Type : Black & White



Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
33.	W7845PT	Pending Delivery	Added
34.	W7845PT	Pending Delivery	Added
35.	W7845PT	Pending Delivery	Added
36.	W7845PT	Pending Delivery	Added
37.	W7845PT	Pending Delivery	Added
38.	W7845PT	Pending Delivery	Added
39.	W7845PT	Pending Delivery	Added
40.	W7845PT	Pending Delivery	Added
41.	W7845PT	Pending Delivery	Added
42.	W7845PT	Pending Delivery	Added
43.	W7845PT	Pending Delivery	Added
44.	W7845PT	Pending Delivery	Added
45.	W7845PT	Pending Delivery	Added
46.	W7845PT	Pending Delivery	Added
47.	W7845PT	Pending Delivery	Added
48.	W7845PT	Pending Delivery	Added

Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
49.	W7845PT	Pending Delivery	Added
50.	W7845PT	Pending Delivery	Added
51.	W7845PT	Pending Delivery	Added
52.	5945APT	Pending Delivery	Added
53.	5945APT	Pending Delivery	Added
54.	5945APT	Pending Delivery	Added
55.	WC5335PT	Pending Delivery	Added
56.	WC5335PT	Pending Delivery	Added
57.	WC5335PT	Pending Delivery	Added

Pool Plan

under Services Contract # 7144989-001

Pool Identifier : 66405

Pool Name : J75/C75 Color

Pool Meter Type : Color



Xerox Equipment In Pool		
Item	Description	Serial # (if installed)
1.	C75M2	Pending Delivery
2.	J75M2	Pending Delivery

Pool Plan

under Services Contract # 7144989-001

Pool Identifier : 66407

Pool Name : Color office

Pool Meter Type : Color



Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
1.	W7845PT	Pending Delivery	Added
2.	W7845PT	Pending Delivery	Added
3.	W7845PT	Pending Delivery	Added
4.	W7845PT	Pending Delivery	Added
5.	W7845PT	Pending Delivery	Added
6.	W7845PT	Pending Delivery	Added
7.	W7845PT	Pending Delivery	Added
8.	W7845PT	Pending Delivery	Added
9.	W7845PT	Pending Delivery	Added
10.	W7845PT	Pending Delivery	Added
11.	W7845PT	Pending Delivery	Added
12.	W7845PT	Pending Delivery	Added
13.	W7845PT	Pending Delivery	Added
14.	W7845PT	Pending Delivery	Added
15.	W7845PT	Pending Delivery	Added
16.	W7845PT	Pending Delivery	Added

Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
17.	W7845PT	Pending Delivery	Added
18.	W7845PT	Pending Delivery	Added
19.	W7845PT	Pending Delivery	Added
20.	W7845PT	Pending Delivery	Added
21.	W7845PT	Pending Delivery	Added
22.	W7845PT	Pending Delivery	Added
23.	W7845PT	Pending Delivery	Added
24.	W7845PT	Pending Delivery	Added
25.	W7845PT	Pending Delivery	Added
26.	W7845PT	Pending Delivery	Added
27.	W7845PT	Pending Delivery	Added
28.	W7845PT	Pending Delivery	Added
29.	W7845PT	Pending Delivery	Added
30.	W7845PT	Pending Delivery	Added
31.	W7845PT	Pending Delivery	Added
32.	W7845PT	Pending Delivery	Added

Pool Plan

under Services Contract # 7144989-001

Pool Identifier : 66407

Pool Name : Color office

Pool Meter Type : Color



Xerox Equipment In Pool		
Item	Description	Serial # (if installed)
33.	W7845PT	Pending Delivery
34.	W7845PT	Pending Delivery
35.	W7845PT	Pending Delivery
36.	W7845PT	Pending Delivery



**Pool Plan
Terms & Conditions**

1. **THE POOL PLAN** modifies the Services Contract, entered into between Customer and Xerox and identified by its 10-digit Services Contract number on the Pool Plan documents. This Pool Plan and the Services Contract constitute the entire agreement as to the pool(s) identified herein, and supersedes all other oral and written agreements regarding said pool(s). Except as set forth in this Pool Plan, the Services Contract will remain as stated. In the event of a conflict between the terms of the Services Contract and this Pool Plan, this Pool Plan will control.
2. **DEFINITIONS:** Any term not defined below for this Pool Plan will be as set forth in the SSA or SSO. As used herein, the following terms will have these meanings:
 - a. "Additional Impression Charge" or "AIC" means the charge for each impression above the Monthly Impressions Included in Plan.
 - b. "Meter Reconciliation Period" ("MRP") means the frequency with which the actual impressions made on Pooled Equipment are compared to the Monthly Impressions Included in Plan for invoicing purposes. Each pool may only have one MRP.
 - c. "Pool Plan" means a specific pricing arrangement for impressions for 2 or more units of Equipment, with applicable terms and conditions. Multiple Pool Identifiers may exist under a Services Contract.
 - d. "Xerox Equipment In Pool" or "Pooled Equipment" means the Equipment set forth in the Xerox Equipment In Pool table as shown in the Pool Plan documents. An updated Xerox Equipment In Pool table will be issued with each modification to a Pool Plan. Each pool will be identified by a Pool ID. Equipment with both Black & White and Color meters may contribute to more than one pool. Multiple pools may exist under a Services Contract.
 - e. "Monthly Impressions Included in Plan", as shown in the Pool Plan documents, indicates the monthly level of impressions that must be exceeded on the Pooled Equipment before the AIC becomes billable.
 - f. "SSO AIC" means the charge for each impression above the "Monthly Impressions In Plan", as shown in the SSO documents included for each unit which is outside the Pool Plan.
 - g. "Quarterly" means calendar quarters of 3 consecutive months beginning in January, April, July and October.
3. **PRICING** The MMC for each unit of Pooled Equipment will be as set forth in a Services Contract. The AIC pricing for a pool is based on Pooled Equipment that is physically installed or pending delivery. The "Monthly Impressions Included in Plan" and the AIC will be revised as Equipment is added to or removed from a pool. Unless the units' "Plan Features" indicate "Fixed Price", Xerox may annually adjust the AIC. (For state and local government customers, this adjustment will take place at the commencement of such Customer's annual contract cycles).
4. **BILLING** The unit MMCs for Pooled Equipment will be invoiced monthly. The AIC will be invoiced in arrears based on the frequency of the MRP.
5. **QUARTERLY RECONCILIATION:** If the MRP is Quarterly, Xerox will invoice the AIC at the end of each quarter for impressions in excess of 3 times the Monthly Impressions Included in Plan. Partial quarters will be invoiced on a pro rata basis, based on a 30-day billing month.
6. **POOL PLAN CREATION AND MODIFICATIONS:** The Pool Plan Effective Date will be (i) the date shown on the face of the Pool Plan documents, or (ii) the installation date of the first newly placed unit of Xerox Equipment In Pool- at the inception of a pool, whichever is later.
 - a. **NEW POOL OR ADDITIONS TO POOL:** When a pool is created or when Equipment is added to a pool the Equipment will be invoiced using its pool AIC in effect at the end of that MRP.
 - b. **REMOVALS FROM POOL:** When a unit of Equipment is removed from a pool and its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a unit of Equipment is removed from a pool and continues under its SSO, it will revert to its SSO AIC, exclusive of any Pool Plan, beginning on the first day of the MRP during which the Equipment is removed from the pool.
 - c. **TERMINATION OF A POOL:** Either party may terminate a pool upon 30 days prior written notice. A modification resulting in less than 2 units in a pool will be a termination of that pool. When a pool is terminated and the Equipment is removed from its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a pool is terminated and the Equipment continues under its SSO it will be invoiced using its then current SSO AIC.
 - d. **TRANSFERRING EQUIPMENT FROM ONE POOL TO ANOTHER POOL:** When Equipment is transferred from one pool to another pool, the Equipment will be invoiced for the entire MRP using the receiving pool's AIC in effect at the end of that MRP.
7. **EQUIPMENT TERMINATION:** When a unit of Equipment in a pool is terminated, Customer will be invoiced for that unit as set forth in this Pool Plan and for any other applicable charges as set forth in the SSA or Services Contract.



Invoice Presentment Statement of Work

Agreement # 7144989-001

Services Defined As Of: 10/20/2014

Invoice Presentment Options

- Consolidation at Contract Level – Grand Total Minimum
- XSPMS License component in this contract, will bill on its own invoice at the 1st of each month

XSPMS is bundled into the overall price and will not invoice separately as per the SOW.

Back-up Reporting Options

- Include Serial Number Overage Detail with Consolidation Choices Above (Automatically Sent with Invoice)

Chargeback Reporting

- None Required

Additional Requirements

- None Required

Agreement # 7144989-001

Supplies

- Consumable Supplies included. If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner and developer. For Phaser Products, Consumable Supplies may also include, 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.

Note: the following are not considered Consumables: Staples, stitcher wire, paper, binder tape, or highlight color toner. If any of these supplies are included in the contract, it must be noted in the text box below.

Other Variable Billing Elements

This section is intended to provide clarity for other variable billing elements. It is to make all parties aware of potential additional charges for which the customer will be responsible. (If box is unchecked, please provide explanation in text box)

- Equipment serviced outside the standard coverage outlined in the contract, will be chargeable
- Standard move charges provided by quote. Quote may be adjusted for non standard move requests
- Billable supplies are billed upon delivery from Xerox Supplies North America
- 3rd party equipment non contracted maintenance and supplies are chargeable
- Standard invoice bills monthly minimums in advance, billable supplies and meters in arrears. Uncheck if arrears billing of monthly minimum is required
- Standard invoice overage billed monthly. If this box is checked, overages will bill monthly. Please uncheck the box if anything other than monthly overage reconciliation is required. Indicate frequency and the month(s) the reconciliation will take place. **Please note: Quarterly meter reconciliation bills on standard Calendar Quarters only. Customer requirements for non standard calendar quarter reconciliation requires additional review and approval and should be stipulated in the text box below

the volume for mono and color on office devices are pooled separately and reconciled on a quarterly basis per the SSO in the Standard Months of January, April, July and October.

End of Invoice Presentment Statement of Work



Managed Print Services

Statement of Work

11/04/2014

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Definitions

Terms defined within the Agreement (as defined below) and used herein shall have the meaning set forth therein unless expressly set forth otherwise below.

Ad Hoc Request – Is a request by Customer for any service that is not a part of this SOW. Xerox may fulfill Ad Hoc Requests via a separate Order or separate statement of work to the Order to which this SOW is attached.

Agreement – The Services Contract between Customer and Xerox (Services Contract # 7144989-001) which sets forth the terms and conditions governing this SOW.

Asset Management – The tracking of Devices from the initial inventory during asset tagging and the on-going maintenance of information related to Device maintenance, usage (meter reads), physical location, network information, charges and all points during MACD activity.

Break Fix – The repair and maintenance of all Devices. Break Fix includes, procurement of repair and replacement parts and the repair and/or replacement of parts or Devices as required to achieve performance standards defined in this SOW.

Break Fix Services - The management of all repair and maintenance requests (also known as “Basic Services” for Equipment) for all Devices. Break Fix Management includes dispatch of vendor, tracking of disposition of repairs, tracking of costs and supply of parts and other Services as expressly set forth in this SOW.

Capabilities - The functionalities available in an MFD (e.g. scanning, copying, faxing, etc.) that are enabled and included in the pricing under the Order governing this SOW.

Consumables - Items integral to making an Impression and that are consumed in the Impression process including toner, drums, fuser agent, developer, ink cartridges, maintenance kits, feeder rollers, transfer kits, waste toner boxes and cleaning kits, for operation of the Devices covered under this SOW by Xerox on behalf of Customer in order to fulfill the Services. Consumables exclude, among other things, staples, paper and other types of media.

Consumables Management – The replenishment of Consumables based on orders for “asset tagged” Devices as requested using an approved Consumables ordering process as set forth elsewhere in this SOW.

Customer– City of Beverly Hills

Device - Equipment print output hardware including, but not limited to, laser/inkjet printers, analog/digital copiers, MFDs, desktop scanners and fax machines. For the purposes of this SOW, the term Device will mean only an In-Scope Device.

Device Management – The monitoring of Internet Protocol Addressed, Network -Attached Devices (as readable by the Xerox Tools) that provide Standard Network Management Protocol Level Management Information Block (SNMP Level MIB) data that can provide status and Device information for the purpose of proactive or detailed analysis and increasing Device Uptime.

Effective Date - The Effective Date of this SOW shall be the Effective Date of the Order to which this SOW is attached.

End User - Customer’s, employees or nominated agents at Customer Sites who utilize the Devices in the Output Environment.

Equipment – Xerox-brand hardware.

Help Desk (or “Xerox Help Desk”) – The Xerox service center that acts as a single point of contact to receive inbound calls or alerts from Customer's End Users and/or Devices for the purposes of providing the Services as specifically set forth in the Help Desk Services section of this SOW.

In-Scope – Devices and related Services to be provided by Xerox under this SOW as expressly set forth herein.

MACD – (Move Add Change Dispose) - The process that denotes the stages by which Xerox and Customer monitor for changes in the Output Environment.

MFD – (Multi-Function Device) - A Device which include various Capabilities, including but not limited to, copying, printing, faxing and scanning as determined by the applicable OEM specifications.

MPS – (Managed Print Services) – The processes and personnel required to provide the managerial support of the managed print services solution for all Devices including systems reporting, billing, issues resolution, day-to-day management, process, cost analysis and general oversight.

New Site - An additional Customer location that has not been previously defined in the SOW or any modification or expansion to an existing Site requiring additional Devices and Services. New Sites will be added to this SOW as agreed upon by both Parties.

Normal Working Hours - The hours during which Xerox will perform the Services, which are Monday thru Friday, 8AM to 5 PM, local Site time, excluding Customer holidays.

OEM – Original Equipment Manufacturer

Out-of-Scope - Products and services not included in this SOW. Out-of-Scope products and services may be expressly referred to as Out-of-Scope, or will be considered Out-of-Scope by the fact that they are not expressly included as part of the In-Scope Products and Services as set forth hereunder. Out-of-Scope products and services may be provided by Xerox as requested by Customer under a separate Order.

Output Environment –The office network print generated, from individual End User workstations, including the Devices and related Services in support thereof.

Services – All In-Scope services provided in relation to the Devices as expressly set forth in this SOW.

Site (or “On-Site”) - Customer or Eligible Subsidiary (as permitted by the Agreement) location where Services are performed as set forth in this SOW.

SLA - (Service Level Agreement) - Performance standards and the associated metrics used to measure Service performance to be achieved by Xerox as set forth in the Service Level Agreements Section.

SOW – (Statement of Work) - The written description of Services to be performed and provided by Xerox as expressly set forth herein. The SOW will additionally set forth the roles and responsibilities of each Party to be provided hereunder in relation to such Services.

Term – The Term of the Order including any renewals of and extensions thereto as mutually agreed upon by the Parties.

Uptime – Shall have the meaning set forth the Service Level Agreement section of this SOW.

Xerox - Xerox Corporation, a corporation having its principal place of business at 45 Glover Avenue, Norwalk, CT 06859, including its division, Global Document Outsourcing, and their authorized alternate sources that will provide the Services described in this SOW.

Executive Summary

Xerox will provide a MPS solution to manage the Customer's document Output Environment at the Sites identified in this SOW. The MPS solution leverages Xerox's expertise, technology, and management processes to help deliver cost control, asset management, and continuous improvement. Xerox will implement at the identified Customer Sites, the following Services for all print output Devices agreed to be In Scope:

Proactive Device Management Services – Xerox Tools are used on the Customer's network to automatically monitor networked Devices. The Xerox Tools enable proactive Service and Consumables delivery, remote problem resolution, automated Xerox Equipment firmware updates, accurate meter collection, new Device discovery, and Device data collection for utilization reporting and analysis.

Asset Management Services – Asset management enables Xerox to monitor and manage the print output Device population to enable improved Device utilization, Device availability, asset reporting, and asset control through a centralized asset database.

Xerox Help Desk Services - Xerox Help Desk Services provides Customer End-Users with a convenient customer care resource to receive Service requests, dispatch resources, and track, escalate, process and close open tickets. In addition, the Help Desk is able to remotely and proactively resolve many common Device issues. End-User requests may include questions about Device operation, relocation, asset acquisition, Consumables and Service.

Device Maintenance - Maintenance includes normal Break Fix Services and parts that are required to maintain Devices in good working condition in accordance with Xerox specifications. Services will include dispatch of Xerox and/or 3rd party vendors, tracking of service calls through call resolution, and reporting of associated Break Fix Services.

Consumables Management Services - Xerox will provide a proactive Consumables replenishment process and an End User request process for ordering of appropriate Consumables.

Move, Add, Change and Dispose (MACD) Services - Xerox will centrally manage the MACD process for Devices. Xerox will implement a documented MACD process that supports the mutual asset control objectives of the Service. Devices will be tagged and entered or removed from the asset management database as they are configured, deployed, or disposed.

Implementation and Startup

Xerox and the Customer will mutually agree on the MPS implementation plan and schedule. Xerox and the Customer will provide a project manager to act as the main point of contact for coordination of both parties' resources throughout the implementation process. Xerox will not be liable for schedule delays if the Customer does not perform or facilitate completion of designated activities, or provide reasonable access to Devices, Sites, or required information.

Xerox will perform an initial asset inventory of all Devices that are within the scope of this SOW. The Customer agrees to provide physical access to Devices or to facilitate collecting and providing information on each Device for inventory purposes. Device inventory data is recorded in a Xerox asset management database. Accuracy of Device data in the database is critical to performance of the Managed Print Services and delivery of the SLAs.

Xerox will install, network, and configure Xerox Tools running on a Customer provided server inside the Customer's firewall to perform Device Management Services. Server specifications will be provided by Xerox to Customer and will be the responsibility of Customer.

Xerox will establish a dedicated toll free phone number for the Customer to use to place calls to the Xerox Help Desk.

Xerox will work with the Customer to document and agree upon these processes for Devices that are within the scope of this SOW:

- Move, Add, Change, Dispose (MACD) processes to control the Device population, location, mix, and costs.
- Help Desk processes.
- Break Fix Service processes.
- Consumables management processes.
- Manual meter read processes for non-networked Devices or Devices that are not accessible by the Xerox Tools.

Implementation Plan

Please see Exhibit B titled Project Schedule.

Xerox Tools Implementation

Xerox will implement the Xerox Tools as part of this SOW. These Tools are used by Xerox to identify, manage, and report on all aspects of this Service. The appropriate Xerox Tools will be selected, installed, used and managed solely by Xerox. Xerox will configure, use, and manage the Xerox Tools for proactive maintenance, escalation, problem resolution, and tracking SLA requirements.

The Customer is responsible for ensuring that proper virus protection is installed and enabled on any servers, desktop workstations, laptop computers and other hardware attached to the Customer's network and Output Environment.

I. Xerox On-Site Tools Deployment: Installation and Configuration Requirements

- Xerox will install and configure Xerox Tools to monitor and manage required networked printers and MFDs, on the Customer's network. The minimum requirements and operational specifications for Customer's servers related to Xerox Tools implementation are documented in Exhibit A – Xerox Tools Server Requirements.
- The Customer is responsible for providing, installing, and maintaining a networked server capable of hosting the Xerox Tools. The Customer will provide Xerox with administrative rights to the server during the installation of the Xerox Tools and during maintenance.
- The Customer will assist in implementation of the Xerox Tools by providing relevant network information such as the IP address ranges or subnets on which Devices reside, appropriate server access credentials, and other required data and settings as described in Exhibit A – Xerox Tools Server Requirements.
- Xerox and the Customer will mutually review and agree upon the settings for the Xerox Tools including but not limited to polling intervals and alerts.
- The Xerox Tools must be allowed to periodically scan approved ranges of the Customer network for SNMP-compliant Devices. Otherwise, Xerox's ability to manage the Customer Devices will rely on manual monitoring. Manual monitoring is a less cost effective means of managing Devices and if required, may result in additional charges.

II. Connectivity – Xerox Tools (Hosted) Application(s)

Xerox will host some Xerox Tools in a secure off-Site environment. All Xerox Tools will be accessible by the Xerox MPS Operations Team personnel. Relevant reporting will be accessible to approved operations staff. Xerox and the Customer will agree upon the content and frequency of secure encrypted communications with the Xerox Tools at the hosted Xerox Site.

III. Xerox Tools Update(s)

Upon implementation of the Xerox Tools and related business processes, Xerox will provide on-going maintenance and update(s) of the Xerox Tools, as necessary.

- The Customer will provide access and enable Xerox to update the Xerox Tools as required. Xerox will provide the most current available version of the Xerox Tools as required to perform the Services, as determined by Xerox, during the Term of this SOW.
- Xerox will backup required application data prior to any update of the Xerox Tools or other supporting application(s) as provided by Xerox. The Customer will provide support for the backup process if required.

IV. Backup and Support for Xerox Tools Servers

- The Customer shall provide advance notification to Xerox of all maintenance and updates to any Customer or Third Party software on servers hosting Xerox Tools or Xerox Tools data on the Customer network.
- The Customer will back up all Customer software application(s) installed on the servers hosting Xerox Tools or Xerox Tools data on at least a monthly basis (excluding the Xerox Tools).
- The Customer is responsible for all hardware and system software maintenance of servers hosting Xerox Tools or Xerox Tools data on the Customer network.
- Customer is responsible for providing appropriate and sufficient virus protection for the servers hosting Xerox Tools or Xerox Tools data on the Customer network.
- If the Customer utilizes a third party provider for the support and maintenance of its network including the servers hosting Xerox Tools or Xerox Tools data, or otherwise has access to such, the Customer will require all such third party providers to execute written obligations of confidentiality no less restrictive than those set forth in the Agreement and this SOW.

Device Maintenance

Xerox will provide the Customer with device maintenance services for In Scope Sites. Device maintenance includes Break Fix Services for Devices. The Customer will provide access to each Site and Device.

The Break Fix process is the management of all repair and maintenance requests for all Devices for Break Fix Service. Break Fix management includes service dispatch, tracking repair disposition, tracking of costs, tracking resolution times, and supply of parts.

Monitoring networked Devices allows Xerox to either remotely resolve Break Fix Service matters or proactively dispatch a service technician for resolution. Proactive Break Fix Service may reduce calls to the Help Desk, might free IT staff and End Users from the support process. Real time alert and response helps maximize the Uptime of all networked Devices.

Xerox will provide the following maintenance services:

- Provide call dispatching services through a single point of contact for Devices.
- Perform maintenance on Devices per the documented Break Fix Service process.

Asset Management

Xerox will apply business processes and Xerox Tools to control and manage the Devices in the Customer's Output Environment throughout the Term of this SOW.

Asset Tracking

Asset database accuracy is critical to the performance of asset management. Xerox will inventory and track all Devices throughout the MACD lifecycle. Xerox monitors changes to Devices with the Customer's cooperation in order to accurately track and monitor the Device fleet. Per the documented MACD process, Customers are required to provide information about planned changes to Devices, such as physical location moves and Device replacement in order to maintain database accuracy.

Inventory and Asset Tagging

Xerox and the Customer will jointly complete a detailed Device inventory. The asset inventory process will collect and populate data about each Device in the asset tracking database. The Customer will provide requested data elements for each Device that Xerox cannot obtain on its own. This may include asset inventory data such as asset serial number, asset location, customer contact name, contact phone number and email, physical address, IP address or host name, MAC address, and special instructions.

Xerox will make reasonable efforts to maintain the accuracy of the asset database. The Customer will assist in this effort by communicating changes to their asset inventory as they occur.

The Customer will provide a Site contact name, phone number, and email address for each Site where Devices are located. Xerox will coordinate the physical inventory and asset tagging process with each Site contact. The Customer may be responsible for performing asset tagging and provide physical inventory data at certain designated Sites.

Xerox will develop and print asset tags to be applied during the asset tagging process. Asset tags are affixed to the front of the Device and visible to End-Users.

The Customer will use best efforts to provide digital floor plans in .dwg, .jpg, .bmp, or .tif format for each Site. Alternatively, evacuation maps or floor layouts may be provided. The Customer will digitize hard copy floor maps prior to submission to Xerox. Xerox will use these floor plans to complete floor maps representing the actual location of Devices on each floor at each Site.

Move, Add, Change and Dispose (MACD)

The business processes used to control assets are the MACD processes. Xerox will be the central point for all activities associated with the MACD processes of all Devices included in this SOW.

MACD processes are critically dependent on the accuracy of the asset database. Xerox uses the Xerox Tools with an integrated asset database to record Device data such as asset locations, Device usage, Consumables inventory management, cost tracking and reporting.

Move

Devices may be moved to enable greater efficiency or improved utilization. Xerox may recommend Device moves and review them with the Customer in accordance with these MACD processes.

Xerox and the Customer will mutually evaluate all requested MACD activity against Device utilization objectives and make appropriate recommendations to meet End User needs. If the move is approved, the cost of the move will be charged to the Customer. Xerox will provide a quote for requested Device moves and bill per move activity. All moves must be approved by Customer's point of contact.

The Customer must advise Xerox of all planned moves of Devices, regardless of whether Xerox performs the move or not. The Customer must provide the new Site location and other requested information to ensure that the asset database remains current.

The Customer is responsible to network and provide IT support for moved Devices. Xerox can perform Device networking if requested. Xerox can perform setup and configuration for Xerox networked Devices for a fee, if requested. The Customer is responsible for providing live data jacks and providing network patch cables of sufficient length to connect each Device to the designated network jack.

Add / Replace of Equipment

The Help Desk receives and facilitates requests for new Device adds or upgrades. Add requests are facilitated per the documented MACD process. Device adds will be agreed upon and approved via a signed Order.

The Customer is responsible to provide network access and IT support for the installation of newly added Devices. Newly added Devices covered by this Service must be functionally connected to a network and must be accessible by the Customer server running Xerox Tools on that network. Newly added Devices on this network may be geographically distributed as long as the Xerox Tools can access them to perform Device monitoring and enable proactive delivery of Services to the point of need.

In the event that a New Site location is required to be added to the Services set forth in this SOW, a baseline assessment of asset inventory, a proposal, and a quotation will be provided for the New Site addition. The Customer may then choose to extend the contract to the New Site. Once approved, and agreed to in the Order, the processes detailed in this SOW will be modified and extended to apply to the new Site.

Change

Change requests may involve a physical change to a Device, such as adding a finishing module, additional trays or hard drives. Change requests may also involve a software update or software configuration change. The Help Desk receives and facilitates Device physical change requests, as per the MACD process. Such change requests will be agreed upon and approved via a signed Order.

Additionally, changes may occur in the information associated with a Device, for example, contact names and addresses. This information is tracked in the Xerox Tools asset database. The Customer is responsible to provide Xerox with updated asset-related information on an ongoing basis to maintain asset database accuracy.

Dispose / Removal

Xerox is responsible for disposal of all Xerox-owned Devices. The Customer must advise Xerox of any planned disposals in advance to ensure that the Xerox Tools database is kept up to date. Device disposal activity is handled per the documented MACD process. Such removal requests will be agreed upon and approved via a signed Order.

The Customer remains responsible for all obligations associated with any removal of In-Scope Equipment according to the terms and conditions of the agreement between Xerox and Customer under which the In-Scope Equipment was acquired by Customer. For any Equipment acquired under this Services Contract #7144989-001, there will be a limited waiver fund available for any ETC's associated with such removed Equipment.

Xerox and the Customer will coordinate the disposal / removal of Devices:

1. Xerox will tag Devices designated for disposal based on the MACD process set forth herein. All Devices labeled for removal by Xerox per the process must be removed and cannot be re-used within the Output Environment without prior written agreement by Xerox.
2. The Customer will provide the Xerox Operations Team a list of Devices moved to storage in preparation for disposal. Upon final removal of the Devices, the Customer will provide a list of Devices that have been disposed (with serial numbers) to the Xerox Operations Team.
3. Xerox will update the asset management database throughout the disposal process tracking Devices that are in storage for disposal and those that have been disposed.

Proactive Device Management

Xerox Tools are installed on the Customer's network to automatically monitor networked compliant SNMP Devices. Device information is collected and then uploaded and maintained in the Xerox hosted asset management database.

Xerox Tools collect Device status information including: number of prints, Consumable levels, Uptime history, and perform automated network Device discovery. Proactive alerts enable Xerox to provide proactive Break Fix Service delivery. In addition, the Xerox Tools enable remote problem resolution, timely and accurate meter collection, Device utilization reporting, and improved asset utilization.

Xerox will monitor Consumables on networked Devices that are configured for Consumable alerts, and proactively order Consumables for delivery on a just in time basis.

Remote and proactive problem resolution increases the Uptime and availability of networked Devices to End-Users. Xerox Tools also provide Device and usage data for Customer reporting and analysis. Activity on Out-of-Scope networked devices may also be monitored, analyzed, and reported to the Customer if appropriate.

Data that is monitored and collected by the Xerox Tools is summarized and reported in Customer review meetings, where it can be used to support decisions that drive improved efficiency and asset utilization.

Consumables Management

Consumables Management

Xerox will provide all Consumables required for Devices. The Xerox Tools can be configured to detect low Consumables conditions on network connected Devices.

In addition, End-Users may order Consumables as per the documented Consumables management process. Authorized End Users may order Consumables through the Xerox Help Desk. The Xerox Help Desk receives, tracks, and fulfills Customer requests for Consumables.

As Device populations change, unused Consumables will be collected and redeployed as determined by Xerox.

Consumables Delivery

Xerox will ship Consumables and supplies to each Site using common carriers. It is the responsibility of Customer staff at each Site to distribute Consumables and supplies to the respective areas or End Users at the Site. Standard ground shipping expenses for are included in the charges for the item, except for 2nd day, overnight, or other non-standard ground shipping requests.

Cartridge Disposal

Customer shall ensure End Users properly dispose of used cartridges according to federal, state, and local regulations.

Device Procurement, Certification, and Security

Device Procurement and Certification

The process for the ordering of Devices is further defined in the MACD section of this SOW. The Customer is responsible for certifying proposed Devices on their network.

Security

Customer is responsible for assessing the security risk for the Customer's Output Environment and defining appropriate mitigation that may include changes to the default settings of Devices or Customer's standard operating processes. Xerox provides guidance and recommendations at <http://www.xerox.com/security> to facilitate this process.

Xerox will provide to Customer all appropriate technical documentation for all Devices to be used in the Customer Output Environment.

Virus Protection

Customer is responsible for all appropriate and sufficient virus protection in the Customer Output Environment. In the event that Customer detects a virus on any device in the Output Environment, then Customer will immediately notify the Xerox MPS Operations Team.

Equipment Removal - Data Security

When In-Scope Equipment containing a hard drive is removed from the Customer's Output Environment under this SOW, for any reason, including but not limited to the expiration or termination of this SOW, Xerox may either: 1) remove the hard drive and give to Customer for erasure or destruction; or 2) Xerox may provide Image Overwrite and/or Secure Erase features to support removal of Customer image data from the hard drive.

Upon Customer's request, at install, Xerox will configure the Image Overwrite or Secure Erase feature to the "Immediate" setting so that Customer image data is removed from the hard drive immediately after printing. If available on the product model, Image Overwrite or Secure Erase will also be configured for the "daily" setting to remove any pending or held jobs that have not been printed. Many Devices also support an On Demand Image Overwrite feature that can be executed by Customer-designated End Users as required by Customer.

Xerox Help Desk Services

Xerox Help Desk Services provides End-Users with a convenient customer care resource to receive Service requests, dispatch resources, track, escalate, process and close open tickets. End-User requests may include questions about Device operation, relocation, upgrades, acquisition, Consumables and service. Help Desk requests for MACD Services are handled per the documented MACD process. The Help Desk can receive and respond to telephone, email and web based inquiries.

End User Support

The Xerox Help Desk serves as a point of contact to receive, document, process, and track Customer requests for the services related to Devices in this SOW. The Help Desk answers End User questions about the Capabilities of In Scope Equipment. The Help Desk will also answer or facilitate resolution of all Xerox related questions or concerns.

The asset data that was collected and recorded in the Xerox Tools database is used by the Help Desk Associate when processing Service requests, to locate and identify relevant assets and to disposition and fulfill Help Desk Service requests.

Calls can be placed to the established Xerox Help Desk phone number during the standard hours of operation, which are Monday through Friday, from 8 am to 5 pm local time, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Service Call Management

The Help Desk Associate will record the Customer's call and information pertaining to the request. Some problem calls may be resolved directly over the phone. The Help Desk Associate may apply remote Service diagnostics to resolve the request directly through remote resolve capabilities if possible. If not, the request will be dispatched for On-Site resolution.

Consumables Request Management

The Help Desk receives, validates, and fulfills Customer requests for standard Consumables for Devices covered in this Service. All Consumables for Devices can be ordered through the Help Desk. The Help Desk may also initiate proactive Consumables orders triggered by low Consumables alerts from the Xerox Tools.

Xerox Services Portal

The MPS offering provides Customer End-Users with convenient and simple to use access to Xerox Services. Xerox will create an End-User facing web portal to provide access to Services, Device information, feedback forms, and other features.

Standard Service Portal features:

Supplies ordering: This feature is available to request supplies for special situations or for non-networked Devices.

Incident Creation / Submit service request: This feature is available to handle In-Scope Equipment and special situations. The incident creation is an alternative method to calling the Xerox Help Desk to submit service requests.

Customer End-User Documentation: End-User documentation can include FAQs, Printing Tips and instructions.

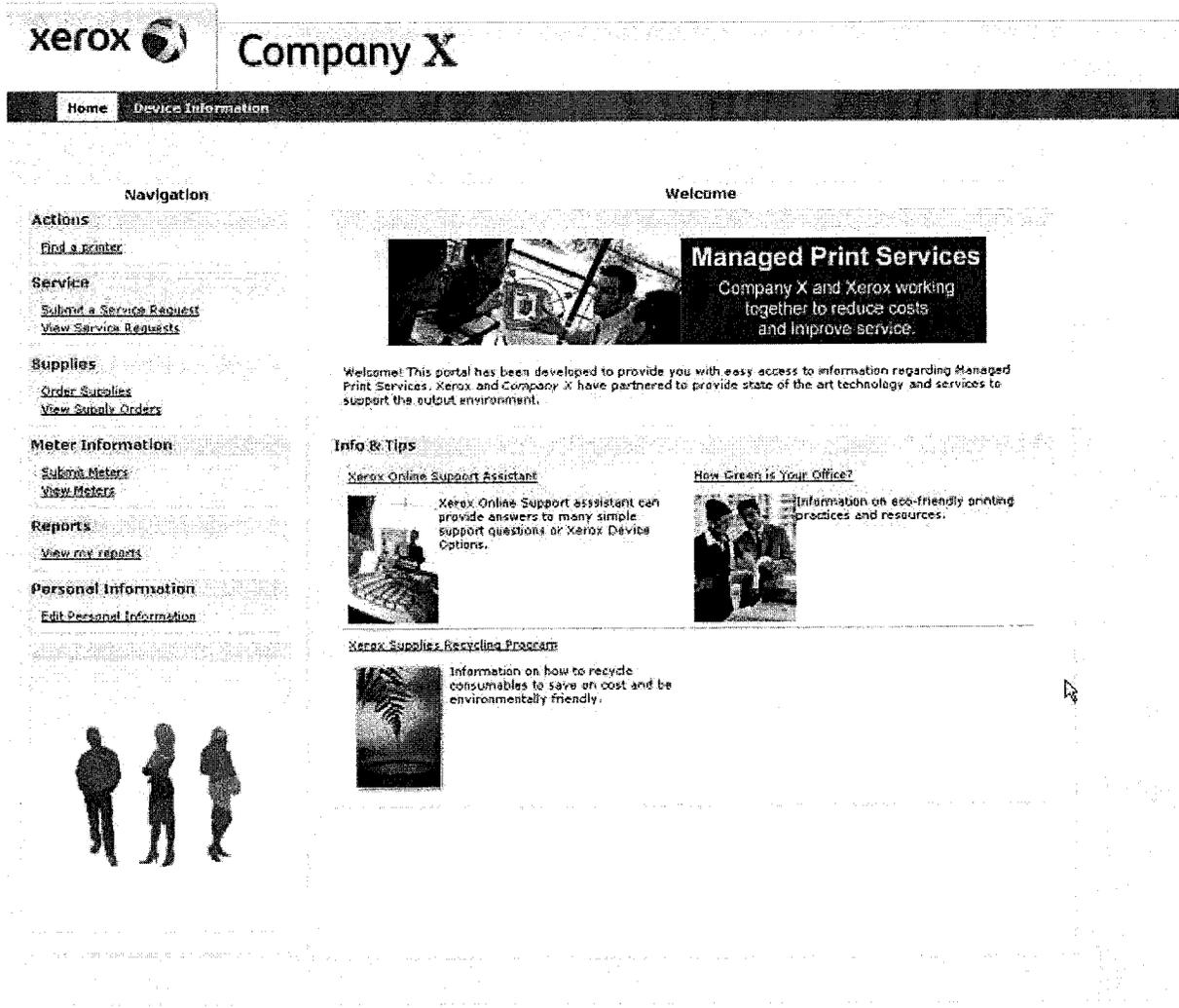
Survey / Voice of the Customer Feedback: This is a simple 5 question survey, designed to measure End-User satisfaction. It was designed to fulfill two functions; measuring Customer satisfaction over time and providing actionable information regarding a Customer complaint.

Xerox Product information, Virtual Demos & Training: This help feature for End-Users provides deep links to Xerox.com Device information and support for In Scope Equipment in the Customer's Output Environment.

General Assumptions for Standard Portal

The Xerox Services Portal is implemented to display information commonly to all End-Users. A quote will be provided if two or more End-User groups require different information to be displayed. Language implementation is English. The default color theme is *Xerox Gray* (see below for SAMPLE screenshots).

Example of SAMPLE Services Portal Screens



xerox  **Company X**

Home Device Information

Navigation

Actions
[Find a printer](#)

Service
[Submit a Service Request](#)
[View Service Requests](#)

Supplies
[Order Supplies](#)
[View Supply Orders](#)

Meter Information
[View Meters](#)
[View Meters](#)

Reports
[View my reports](#)

Personal Information
[Edit Personal Information](#)

Welcome

Managed Print Services
Company X and Xerox working together to reduce costs and improve service.

Welcome! This portal has been developed to provide you with easy access to information regarding Managed Print Services. Xerox and Company X have partnered to provide state of the art technology and services to support the output environment.

Info & Tips

Xerox Online Support Assistant
Xerox Online Support assistant can provide answers to many simple support questions or Xerox Device Options.

How Green is Your Office?
Information on eco-friendly printing practices and resources.

Xerox Supplies Recycling Program
Information on how to recycle consumables to save on cost and be environmentally friendly.



Example Xerox-brand Device Information Screen



Company X

Home
Device Information

Black & White

Xerox WorkCentre™ 5600 Series



[Support](#)

[5632/5638](#) [5645/5655](#) [5685/5675/5677](#)

[Documentation](#)

[5632/5638](#) [5645/5655](#) [5685/5675/5687](#)

[How to Replace the Toner Cartridge](#)

Xerox WorkCentre™ 5030/5050



[Support](#)

[Documentation](#)

Xerox WorkCentre™ 4150



[Support](#)

[Documentation](#)

[How to Replace the Toner Cartridge](#)

Xerox Phaser™ 3635MFP



[Support](#)

[Documentation](#)

Xerox Phaser™ 5550



[Support](#)

[Documentation](#)

Xerox Phaser™ 4510



[Support](#)

[Documentation](#)

[Tutorial 1](#)

[Tutorial 2](#)

[How to read meters](#)

Color

Xerox WorkCentre™ 7600 Series



[7655/7685/7675 Support](#)

[7655/7685/7675 Documentation](#)

[How to send a fax](#)

[How to replace the toner cartridge](#)

Xerox WorkCentre™ 7300 Series



[7328/7335/7345 Support](#)

[7328/7335/7345 Documentation](#)

[Quick Use Guide](#)

[Making Copies](#)

[How to FAX](#)

[Scan to Email](#)

Xerox Phaser™ 8860MFP



[Support](#)

[Documentation](#)

[Using Your Printer \(Tutorial\)](#)

Xerox Phaser™ 8560



[Support](#)

[Documentation](#)

[Tutorial 1 - Using the printer](#)

[Tutorial 2 - Using the print driver](#)

[Tutorial 3 - Remote printer Configuration](#)

[Tutorial 4 - Print Quality](#)

[Tutorial 5 - Duplexing](#)

Governance and Reporting

Xerox and appropriate Customer personnel, including the Customer IT contact and the Customer executive contact, will meet on a periodic basis to review status, allow for planning and alignment with the Customer's objectives and requirements, and provide timely resolution of issues. Meetings may include On-Site, web conferencing and teleconference meetings.

Reporting

Xerox will monitor performance of the Devices and the effectiveness of the Services. Xerox will track and report performance as well as provide standard operational reports related to MPS. Standard reports will be provided on a monthly basis. Customized reporting is negotiable based on Customer requirements. Customized reports may incur incremental charges depending on complexity and non-standard report preparation processes. Pricing for customized reporting will be provided if applicable. Standard reports will include but may not be limited to the following:

Enhanced Account SLA Report	Presents incident and asset information associated with incidents, in a series of trend or snapshot graphs. Contains overall Site and summary worksheets.
Enhanced Asset Details Report	Core information for assets within an account: all asset fields, asset locations, all Device fields, meters, and asset properties. Includes worksheets with pivots and charts.
Enhanced Incident Detail Report	All Services related aspects of incidents. Includes holiday hours in all Device Downtime calculations. This report is available since Xerox Help Desk is managing, tracking, and closing all incidents for Devices.
Enhanced Meter Volume Metrics Report	Impression volume related metrics for each asset meter.

Operational Review Meetings

Xerox will schedule joint communication and status review meetings with the Customer's designated focal point as required. Xerox recommends a monthly operations review. Topics discussed may include:

- Open issues and progress toward resolution
- Proposed changes
- Customer support requirements
- Customer communication requirements

Business Review

A formal management meeting will be held at a mutually agreed upon location and time. The primary purpose of this meeting is to discuss the Services and their relationship to the Customer's strategic business goals. Xerox recommends a semi-annual strategic business review. The meeting agenda will be mutually agreed upon, and may include the following topics:

- Review of the SLA reports, trends, and overall Services performance.
- Review of the progress of the resolution of previously discussed open issues.
- Services performance relative to strategic goals.

Executive Review

Xerox and the Customer's Executives will hold an annual Executive review to discuss mutual objectives, Customer business improvement opportunities and strategies. Topics may include:

- Annual performance review.
- Innovation proposals and opportunities.
- Major business and technology changes affecting Services delivery or effectiveness.

Training

Xerox will provide End User training for each Xerox Device that is In-Scope and agreed upon by Customer and Xerox. This training may be On-Site, instructor-led or web-based and will be at a time that is mutually agreeable to both parties.

Changes to this SOW during the Service Term

The Customer and Xerox may agree to make changes in the Service activities and processes described in this SOW during the Term of the Order. All changes to the SOW will be made through a signed Order, prior to implementation of such changes.

Service Level Agreements

Xerox MFDs				
Key Performance Indicator	SLA Measurement Criteria	Service Level Objective (SLO)	Service Level Agreement	SLA Attainment
Device Uptime	Percent of Xerox Equipment working properly during Normal Working Hours	Uptime of all Xerox Equipment	Monthly Uptime	95%
Break Fix Response	Normal Working Hours	On-Time Response to Service Requests	Same Business Day (4 business hrs)	95%
Break Fix Resolution	Normal Working Hours	On-Time Resolution to Service Requests	Next Business Day	95%

ASSUMPTIONS

- Unless specifically stated, these metrics apply to Devices only.
- The Device Uptime measurement applies to the Device population and is calculated on a 3 month rolling average.
- The measurement of any SLA under this SOW shall exclude any Out-of-Scope products and services including but not limited to any existing third-party leased Devices and any Ad Hoc Requests.
- Device Uptime and Break Fix Response and Resolution times relate to Device related incidents only.
- In the event that Xerox, after documenting a reasonable effort to contact the End User or gain access to the failing Device is delayed beyond their ability to meet the Service Level Agreements (outside of Xerox's control), the Service call will be exempted from the measurement criteria.
- Except as otherwise specified, all references to hours shall be to local time in the time zone in which the Device is located and refer to normal working hours. All references to days, months and quarters shall be to business days, calendar months and calendar quarters respectively.

SLA MEASUREMENT

The performance measurement for each SLA will be the aggregate of all events for that given SLA shown in the table above. Each activity falling in the Service Level Objective category will be measured to determine if it has met the SLA target or not. The total number of missed events will be subtracted from the total number of events, and that result will then be divided by the total number of events. The result will be expressed as a percentage.

Example: 500 total events (in the past 90 days) minus 10 missed events = 490 events divided by 500 total events = 98% SLA attainment.

Device Uptime	
SLA Definition	A measurement of the percentage of time the Devices are available for use within the agreed hours of operation. A Device is available when its primary Capabilities (including print, copy, scan, and/or fax) are usable by the Customer.
Measurement Basis	Basis: Availability of In Scope Devices in a given calendar month. For network attached Devices, availability will be measured by Xerox using a combination of the Xerox Tools provided by Xerox in accordance with the SOW and trouble tickets and other outage reports. For non-network attached Devices, availability will be measured by Xerox using trouble tickets and outage reports only.
Measurement Computation	<p>Device Uptime% = Total Business Hours available in a calendar month minus Unplanned Outage Hours (as defined below) divided by Total Business Hours (as defined below) available in a calendar month.</p> <p>Total Business Hours available within a calendar month equal the total number of Devices (as recorded in the Xerox Tools) times the number of business hours in the calendar month minus any time for planned outages required for preventive maintenance (notice of which shall be given to the Customer at least five (5) Business Days in advance and such planned outages shall not exceed twenty (20) hours in any given calendar month).</p> <p>Unplanned Outage Hours equals the time when a Device is unavailable to use because it has failed or a Consumable is required and none exists at the point-of-use.</p> <p>Other unplanned outages not included in the computation include but may not be limited to: power failure, network failure, virus or other Customer limitation, fire/flood/disaster or other Force Majeure event, misuse, abuse, or Customer caused fault - e.g., moving the machine, or Customer Software issues.</p>
Break Fix Response Time	
SLA Definition	The duration (in Customer business hours) required to respond to an End User's request for Service for Devices. Response time is measured from the time Xerox is notified of the issue (either electronically or verbally) to the time Xerox first contacts the initiator by email or phone.
Measurement Basis	The % of Break Fix Service requests responded to within the SLA performance specification.
Measurement Computation	<p>Break Fix Response Time % = Number of Break Fix Service requests (Reactive calls only) responded to within the SLA performance specification for a given calendar month divided by the total number of responded to Break Fix Service requests in that same calendar month.</p> <p>The measurement includes Customer requests only. Proactive calls are not included in this calculation.</p>

Break Fix Resolution Time	
SLA Definition	<p>The duration (in Customer business hours) required to restore a down Device to service. This is measured from the time Xerox is notified that the Device is down (either electronically or verbally) to the time when the Device is returned to service. (Including print, scan, copy, or fax as applicable).</p> <p>This SLA includes Device issue resolution conducted by means of a remote Xerox help desk agent. The call for Service could be either a "Proactive" or "Reactive" call. Proactive calls are made by the Device notifying Xerox of an impending failure or need for Consumables, whereas Reactive calls are End Users reporting the failure directly to the Help Desk. Both Proactive and Reactive calls are included for the purposes of SLA tracking and reporting.</p>
Measurement Basis	<p>The % of break fix incidents that were resolved within the performance specification.</p>
Measurement Computation	<p>Break Fix Resolution Time % = The number of Devices that are restored within the performance specification within a given calendar month divided by total number of repair tickets closed within the reported calendar month.</p> <p>Xerox will measure the elapsed time of each service ticket using their service ticket system (Xerox Tools). The Xerox Tools will calculate the percentage of tickets meeting the specified performance level.</p> <p>This computation is based on request being received by 2 pm local time.</p> <p>Exceptions: Service call will be exempt from the measurement criteria if Xerox, after documenting a reasonable effort to contact the End User or gain access to the failing Device, is delayed beyond their ability to meet the Service Level Agreements (outside of Xerox's control). In addition, Device service calls related to Customer abuse, misuse, and force majeure events are exempted.</p>

Exhibit A Xerox Tools Server Requirements*

Xerox Device Manager (XDM)

Operating System and Hardware

- Windows Server® 2008 x86 and x64 and R2x64 (minimum 4 CALs)
- Microsoft® Internet Information Service (IIS) 6.0+
- Microsoft® .NET 3.5
- SQL Server® 2008 Express, or SQL Server® 2008

- Intel® Pentium® 4 @ 3GHz (or equivalent)
- RAM: 3 GHz x86 processor, 2 GB of RAM, with SQL Server® 2008, or SQL Server Express installed on the same system.
- 3 GB hard disk (free) (20GB if collecting job data or historical data on thousands of devices)

*The Server Requirements for the Xerox Tools are minimum requirements and subject to change based upon the configuration of Customer's individual network infrastructure.

Exhibit B Project Schedule

In Scope Assets

Managed Print Services are provided for networked Devices at the In Scope Sites listed on Exhibit C. These networked Devices must be accessible over the network by the Xerox Tools.

Xerox is not responsible for any support or services for local desktop printers.

Device populations are expected to change over time as Devices are added and removed. The Device listing at start up and at any given time thereafter will consist of assets registered in the Xerox Tools asset database as In Scope. The database listing will also document the Services that are In Scope for each Device (e.g. break fix, supplies, etc). In Scope asset lists can be provided to the Customer at startup and at any time during the term of this SOW.

Implementation Plan

The forecasted schedule for replacing current Xerox Equipment is provided below. The number of units is based on a one to one replacement of the existing Xerox Equipment. The plan is to replace existing Xerox Equipment in the forecasted timeframe of November and December 2014 with current Xerox replacement models. The forecast is subject to change based on additional opportunities and/or changes in the Output Environment.

Forecasted Equipment Installs for Nov and Dec 2014	
Device Models	Total Installs
WC5335PT	3
W7845PT	36
5945APT	18
5865APT	2
D125CP	1
C75M2	1
J75M2	1
C75FFPS	1
J75FFPS	1
Total	64

Exhibit C In-Scope Site Listing

MPS is provided at the following agreed-upon, In-Scope Customer Sites:

Address	City	State	Zip Code
1100 COLDWATER	Beverly Hills	California	90210
180 S DOHENY DR	Beverly Hills	California	90210
325 S LA CIENEGA BLV	Beverly Hills	California	90210
342 FOOTHILL RD	Beverly Hills	California	90210
444 N REXFORD DR	Beverly Hills	California	90210
444 N REXFORD LVL A	Beverly Hills	California	90210
445 N REXFORD DR	Beverly Hills	California	90210
455 N REXFORD DR	Beverly Hills	California	90210
464 N REXFORD DR	Beverly Hills	California	90210
8400 GREGORY WAY	Beverly Hills	California	90210
905 LOMA VISTA DR	Beverly Hills	California	90210
9333 W 3RD ST	Beverly Hills	California	90210
9355 CIVIC CENTER	Beverly Hills	California	90210

Schedule A: Xerox® Secure Print Manager Suite (Xerox® SPMS)

This Xerox® Secure Print Manager Suite Schedule (“**Schedule**”) is hereby attached to and made a part of the Managed Print Services Statement of Work (“**MPS SOW**”) as governed by the Agreement entered into by and between Xerox Corporation (“**Xerox**”) and City of Beverly Hills (“**Customer**”), to add those certain Xerox® Secure Print Manager Suite Services (“**Schedule Services**”) identified in **Attachment C** to this Schedule as further described herein. The Effective Date of this Schedule is the same as the MPS SOW. The parties hereby agree as follows:

1. **DEFINED TERMS** – Terms defined within the Agreement and the MPS SOW and used herein shall have the meaning set forth therein unless expressly set forth otherwise below:

Assigned Instance – means each instance of a Licensed Software Module acquired by Customer under this Schedule that is installed and assigned/registered to an individual Device in Customer’s fleet of In-Scope Devices selected by Customer.

Authentication Module – means the Licensed Software module that provides authentication enabled by any of the following: personal PIN code, username and password, proximity, magnetic stripe, or smart card and this module can be installed independently of the other Licensed Software Modules.

Data – means data collected by the Hardware and the Licensed Software. Data may include, but is not limited to, product registration, meter read, supply level, Device configuration and settings, software version, usage data, problem/fault code data, user name or user job specific data. Data does not include the content of any End User documents residing on or passing through the Devices or Customer’s information management systems.

Hardware – means the hardware products (e.g., peripherals, card readers, terminals, ID controllers, controller cards, etc.) installed/attached to individual Devices to enable End Users to access and use the Schedule Services and, under the terms of the Agreement, such hardware products provided by Xerox may also be referred to as Supplier Equipment.

Implementation – means the installation, configuration, registration, and activation of the Licensed Software on Customer’s network and/or Hardware as further set forth herein.

Licensed Software – means the software products licensed under this Schedule (both a server component and client component that is installed on End User’s workstations and/or laptops) that may include one or more of the individual Licensed Software Modules, and any update or upgrades that may be provided by Xerox during the Term.

Licensed Software Module(s) or Module – means the Authentication Module.

Professional Services – means any professional services related to Xerox® Secure Print Manager Suite Services that are not described in this Schedule.

Usage Report or License Summary Report – means a report of the number of Assigned Instances (which also may be referred to as “License Count Used” or similar labeling on such report) during a given month.

2. **SERVICES DESCRIPTION** – The Schedule Services provide Customer with an end-to-end solution which is designed to control access to print Devices and associate job data with a specific End User for reporting, cost control and/or chargeback purposes and enables Customer with an end-to-end solution comprised of Licensed Software and any required Hardware. A unit of Hardware, if required for the particular Licensed Software, may be installed at each Device having an Assigned Instance. Further details of the Schedule Services are set forth in **Attachment C**.

- a. Customer Acknowledgement: Customer acknowledges and agrees that: (i) Xerox shall have remote access to the network and server(s) where the Licensed Software is installed for purposes of providing the Schedule Services under this Schedule; and (ii) the Licensed Software will provide Usage Reports to Xerox via email or other communication means.
 - b. Implementation: Implementation occurs after Xerox reasonably determines that: (i) the server component of the Licensed Software has been installed on Customer's server; (ii) at least one (1) designated Customer Device has been assigned/registered to the server component of the Licensed Software; and (iii) if required for a selected Module, required Hardware has been installed on at least one designated Customer Device(s). Customer is responsible for installing the client component of the Licensed Software on the applicable End User workstations/laptops. Customer acknowledges that use of the Schedule Services may require installation of any required client components of the Licensed Software on the applicable End User workstations/laptops and that Xerox is not liable for delays in Implementation due to Customer's failure to install any required client components of the Licensed Software on the applicable End User workstations/laptops.
 - c. Hardware: Xerox does not control the hardware or software configuration or firmware level of In-Scope Third Party Hardware, and these configurations or changes to configurations may affect compatibility with the Licensed Software. Any Third Party Hardware which was planned as In-Scope but cannot be made to function with the Licensed Software either during or subsequent to Implementation will be set to out-of-scope and the Schedule Services will not be enabled or billed for such out-of-scope Third Party Hardware. By way of example but without limitation, Third Party Hardware firmware updates, upgrades and configuration changes that occur during the term of this Schedule may render such Third Party Hardware incompatible or non-functional with the Licensed Software. In this event, Xerox will set the Third Party Hardware to out-of-scope for the Schedule Services and the Schedule Services will not be enabled or billed for such out-of-scope Third Party Hardware. If during the term of this Schedule, the Licensed Software ceases to function with Third Party Hardware equipped with Hardware provided by Xerox, Xerox may provide replacement Hardware to Customer pursuant to a separate Order. In this event, (i) unless otherwise agreed in such Order, Customer is responsible to attach the replacement Hardware to the Third Party Hardware and return the original Hardware to Xerox; (ii) if required, Xerox can provide remote telephone support at no additional cost to re-enable the Third Party Hardware; (iii) if, after this process, the Third Party Hardware cannot be made to function with the Licensed Software, it will be set to out-of-scope and the Schedule Services will not be enabled or billed for such out-of-scope Third Party Hardware; and (iv) Customer may be billed for the replacement Hardware if not covered by a replacement warranty, or if the warranty period has expired.
3. **TERM** – This Schedule shall commence upon the Effective Date and shall run coterminous with the Term of the MPS SOW, including any extensions or renewals of the MPS SOW.
- a. Minimum Term: Customer's first Usage Report specifies the number of Assigned Instances of Licensed Software Modules initially implemented ("**Initial Modules**"). Notwithstanding anything to the contrary elsewhere in the MPS SOW or the Agreement, Customer may not remove the Initial Modules for six (6) months after the first Usage Report is generated ("**Minimum Term**"). After the first Usage Report, Licensed Software Modules may be added or removed pursuant to the process set forth in Section 5 of this Schedule and no minimum term commitment applies for any added Licensed Software Modules.
 - b. Effect of Termination: Upon termination or expiration of this Schedule or removal of any of the Licensed Software Modules (i) all rights to use the applicable Licensed Software and access the applicable Schedule Services cease; (ii) Customer agrees to

remove, or allow Xerox to remove, all copies of the Licensed Software from Customer's network and End User work stations/laptops; (iii) all Hardware shall be returned to Xerox; and (iv) Customer is responsible for configuring its network print queue environment, print drivers and any affected print functionality after removal of the Licensed Software and Customer may engage Xerox for an additional Charge to support any such configuration.

4. **CHARGES** – Total Charges for the Schedule Services consist of the Charges as set forth on the Order and are exclusive of any and all applicable Taxes. Customer authorizes Xerox to order and install the Expected Quantity of Assigned Instances as set forth in **Attachment A**. Charges for Hardware, Implementation and any Ad Hoc Requests are set forth in the Order associated with this Schedule. Charges for Professional Services will be billed at Xerox's then-current time and materials rate and, unless otherwise set forth in the Agreement or MPS SOW, per diem expenses and costs incurred by Xerox in providing Professional Services (e.g., travel, lodging, meals and mileage) will be charged to Customer at Xerox's cost. While there is no additional Charge for updates to any Licensed Software agreed by the parties to be provided during the Term, Customer acknowledges and agrees that installation of any updates will require additional Professional Services.
5. **CHANGES** – Subject to Section 3(a) of this Schedule, Customer and Xerox may agree to make changes in the number of Assigned Instances set forth in **Attachment A** in accordance with the MACD process identified in the MPS SOW. The MACD changes to the number of Assigned Instances may also require a signed Order. All other changes to this Schedule, including, without limitation, the addition or removal of any Licensed Software Modules, will be made through a signed Order, prior to implementation of such changes.
6. **REPORTING** – Xerox is responsible for generating the monthly Usage Report. In the event Xerox cannot generate a Usage Report for a specific month, Xerox shall invoice Customer based on the prior month's Usage Report. If Xerox cannot generate a Usage Report for two consecutive months, Xerox shall invoice Customer based on the last Usage Report available and the parties shall work together to determine the root cause and develop a resolution plan. When the next Usage Report is generated, Xerox may adjust the subsequent invoice accordingly; provided, however, that if Xerox cannot generate a Usage Report for three (3) consecutive months due to problems that are not caused by Xerox, Licensed Software, or the Hardware, Xerox may terminate the license to the associated Licensed Software Modules upon thirty (30) days written notice. Upon the effective date of termination by Xerox, the terminated Licensed Software Module(s) will no longer be used for the benefit of Customer and the terminated Licensed Software Module(s) will either be uninstalled or rendered inoperable as of the effective date of termination. Xerox shall continue to invoice Customer and Customer shall continue to make payments until the effective date of such termination, at a rate equal to the last known Usage Report/invoice, unless Xerox, in its sole discretion, requests an audit to be conducted. Notwithstanding the foregoing, in the event the actual usage subsequently becomes known, Customer shall pay to Xerox the amount that would have been paid had actual usage been known when the invoice was submitted. If Customer requests to continue the Schedule Services provided by the terminated Licensed Software Modules, Customer acknowledges that a separate Order to reinstate must be agreed by the parties and that such Order will include additional Charges for Professional Services and/or Implementation of the terminated Licensed Software Modules.
7. **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO SCHEDULE SERVICES** –
 - a. **License Grant:** Title to the Licensed Software and all copies shall at all times reside exclusively with Xerox and/or its licensor(s). Subject to the terms and conditions of this Schedule including the number of Assigned Instances set forth in **Attachment A**, Xerox grants to Customer a nonexclusive, non-transferable license to install the Licensed Software on a host computer(s) or server(s) and an unlimited number of End User

workstations or laptops and to use the Licensed Software only for the purpose of receiving the Schedule Services. If Licensed Software includes software developed by a third party, such third party shall be considered a third party beneficiary of your obligations hereunder.

- b. **Restrictions:** Customer agrees not to: (i) sell, lease, license, sublicense, distribute, assign, transfer or otherwise grant any rights in the Licensed Software, in whole or in part except as explicitly authorized herein; (ii) modify, port, translate, or create derivative works of the Licensed Software; (iii) decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms, of the Licensed Software by any means; (iv) remove any proprietary notices, labels or marks from the Licensed Software or Hardware (v) use the Licensed Software for purposes of comparison with or benchmarking against products or services made available by third parties; or (vi) knowingly take any action that would cause any Licensed Software to be placed in the public domain.
- c. **Data:** When the Licensed Software is installed on Customer's network, server and/or workstations and laptops, it automatically collects Data from the server, Devices, workstations and laptops. Data may be transmitted by the Licensed Software to a local and/or remotely hosted server that processes the Data. The automatic data transmission capability will not allow Xerox to read, view, or download the content of any End User documents residing on or passing through the Devices or Customer's information management systems. Data may be transmitted, stored and processed in the United States or any other country in which Xerox, its affiliated companies, authorized channel partners or subcontractors maintain facilities. Customer agrees that Data may be collected and used by Xerox, its affiliated companies, authorized channel partners, third party licensors and subcontractors for billing, report generation, supplies replenishment, recommending additional products and services, product improvement purposes, to collect activation information, usage statistics and track other data related to Customer's use of the Licensed Software. Data will be protected by Xerox as Customer's Confidential Information; however Xerox is under no obligation to retain any such Data. Customer agrees that Xerox may disclose Data to its affiliated companies, authorized channel partners, third party licensors and subcontractors to facilitate the use described above and who have agreed to protect the confidentiality of Data as set forth above.
- d. **Third Party Software:** Customer acknowledges that the Licensed Software may include or incorporate software which originated with third party vendors and, without limiting the general applicability of the other provisions of this Schedule, Customer further agrees to the following: (i) title to any third party software incorporated in the Licensed Software shall remain with the third party which supplied same; (ii) as to that portion of the Licensed Software which originates with third party vendors, Customer acknowledges that such vendors have made no representations, warranties, guarantees or indemnities to Customer by virtue of incorporation of the vendor's products into the Licensed Software; and (iii) as to that portion of the Licensed Software obtained from third party vendors, Customer acknowledges that Customer shall be responsible to such vendors for any uncured material breach by Customer of any of its obligations as set forth herein which are applicable to that portion of the Licensed Software originating with such vendors. With that said, the Licensed Software may include or may require the use of third party software as identified in **Attachment B** or as identified in the ReadMe file provided with the Licensed Software and third parties may have enforceable rights with respect to such third party software. In such cases, the terms of the third party licenses identified in **Attachment B** or in the ReadMe file shall govern the use of such third party software. Customer shall be responsible to review the terms of such third party licenses prior to using the Licensed Software and to comply with such terms. Certain third party software required for use of the Licensed Software may not be provided by Xerox, and Customer shall be

responsible to obtain necessary rights under such software as may further be identified in **Attachment B**.

Except as specified herein, the MPS SOW and the Agreement shall remain as stated. If there is a conflict between the contents of the MPS SOW and this Schedule, this Schedule shall control with respect to the provision of the Schedule Services.

The terms and conditions of this Schedule apply only to the provision of the Schedule Services, and do not affect, amend, or modify any of the provision of Services under the MPS SOW. In the event of any failure by Xerox to perform under this Schedule, such failure shall not be considered a failure or breach under any provision of the MPS SOW.

**ATTACHMENT A
ASSIGNED INSTANCES**

Assigned Instances included in the Monthly Charges as follows:

MONTHLY CHARGES: Customer's monthly charges for the Schedule Services is included in the overall monthly price to the Customer as defined in the Order of this SOW.

The monthly charge on the Order is partly based on the quantity of expected Assigned Instances as defined in the chart below.

Subject to Section 3(a) of this Schedule, Changes in the number of Assigned Instances and/or the addition or removal of any Licensed Software Modules may be made pursuant to the process set forth in Section 5 of this Schedule and may require a signed Order prior to implementation of such changes.

Product ID	License Software Module Description	Expected Quantity of Assigned Instances
301N75850	Authentication Module	58

ATTACHMENT B

THIRD PARTY OPEN SOURCE SOFTWARE DELIVERED WITH LICENSED SOFTWARE

1. Dedicated to the Public Domain by the authors of SQLite (See <http://www.sqlite.org/copyright.html>):

SQLite

2. Licensed under the "Apache License Version 2.0" (See <http://commons.apache.org/license.html> or https://olex.openlogic.com/licenses/apache-2_0-license#):

Apache commons codec
Fast GUID Generation
Apache commons http
Apache commons logging
Jakarta Regular Expressions
Piccolo XML Parser

3. Licensed under the "The Code Project Open License (CPOL)" (See <http://www.codeproject.com/info/cpol10.aspx>):

Dundas Ultimate Grid
Dundas Ultimate TCP/IP

4. Licensed under the "Independent JPEG Group's JPEG Software License" (See <http://ftp.heanet.ie/disk1/slackware/pub/slackware/slackware-3.5/source/ap/jpeg6/> and "jpegsrc.v6b.tar.gz"; "jpeg-6b"; "README"):

JPEG6

5. Licensed under the "Info-Zip License (BSD Style License)" (See <ftp://ftp.info-zip.org/pub/infozip/license.html> or <http://www.infozip.org/license.html>):

ZIP Libraries

6. Licensed under the "License Agreement For AES Encryption Implementation by Brian Gladman" (See <http://help.soft30.com/doc/WinRAR/HELPGladmanAES.htm>):

AES Encryption

7. Licensed under the "OpenSSL License" and "SSLeay License" (See <http://www.openssl.org/source/license.html>):

OpenSSL

8. Licensed under the "zlib Software License" (See http://www.zlib.net/zlib_license.html or <https://olex.openlogic.com/licenses/192#>):

ZLIB 1.1.3

9. Licensed under the "Base64 Open License by Bob Withers" (See http://read.pudn.com/downloads181/sourcecode/windows/other/848034/base64.cpp_.htm):

EEBase64 or C_Base64

10. Licensed under the "License of the Legion of the Bouncy Castle" (an adaptation of the MIT x11 License) (See <http://www.bouncycastle>

[.org/licence.html >](#));

Bouncy-base 64 encoding

11. Licensed under the “LIBTIFF Software License” (See < <http://olex.openlogic.com/licenses/libtiff-bsd-like-license> >):

LibTiff

12. Licensed under the “PCRE License” (See <<http://olex.openlogic.com/licenses/pcre-bsd-license>>):

PCRE

13. Licensed under the “New BSD License” by Google through the “Browsersync” project (See < <http://olex.openlogic.com/licenses/bsdlicense>>):

Aes Encryption-Google

14. Licensed under the “SAX Public Domain Software License” (See http://olex.openlogic.com/licenses/sax_public_domain_license or < <http://sax.sourceforge.net/copying.html>>):

SAX XML Parsing

15. Licensed under the “GNU General Public License Version 2 or Higher” together with the “GNU Classpath Special Exception” (See <<http://www.gnu.org/software/classpath/license.html>>):

GNU Classpath

16. Licensed under the “Collections License” by Sun Microsystems, Inc through its Javasoft Business (See <<http://www.cs.unc.edu/Courses/jbs/tools/xml/jdom/lib/Collections.license>>):

Sun Java Collections v1.1

17. Licensed under the “Copyright License” provided by Stefan Haustein (See <<https://github.com/karlmorris/kxml2/blob/master/license.txt>>):

Kxml2

18. Licensed under the “OpenLDAP Public License Version 2.0.1” (See <<http://developer.novell.com/documentation/jldap/jldapenu/LICENSE>>):

OpenLDAP

ATTACHMENT C

Xerox® Secure Print Manager Suite Service Description

Xerox® Secure Print Manager Suite Services focuses on securing the Output Environment by controlling access to output Devices. Xerox® SPMS offers the following individual Modules:

Authentication

- Control End User access to Device (pin code, username and password, proximity/magnetic swipe/smart card).
- Control access to Device functions (print, copy, scan & fax).

Licensing: Can be applied to select Devices (i.e., a subset of Devices in a fleet, or the entire fleet).

Dependency: Requires installation of Authentication.

Licensing: Can be applied to select Devices (i.e., a subset of Devices in a fleet, or the entire fleet).

Service Transition*

In order to transition the Schedule Services into Customer's Output Environment, the following activities and associated responsibilities for performance will be completed:

Activity	Capability	Xerox Responsibilities	Customer Responsibilities
Complete Customer IT environment assessment (Network connectivity, Active Directory Integration, server specifications, etc.).	Any	Joint Responsibility	Joint Responsibility
Identify existing Devices and print drivers In-Scope.	Any		Primary Responsibility
Define requirements and appropriate capabilities to be implemented.	Any	Joint Responsibility	Joint Responsibility
Develop solution design to meet Customer requirements at/across Customer environment (account management methodology, Devices In-Scope, Device prompts, etc.).	Any	Joint Responsibility	Joint Responsibility
Review and approve overall solution design.	Any	Joint Responsibility	Joint Responsibility
Document Implementation plan and targeted timeline that is agreed between parties.	Any	Joint Responsibility	Joint Responsibility
Provide software (as required) for desktop/End User Implementation	All	Primary Responsibility	
Provide server(s) for installation of software components (CAS, DRE, etc.). Server(s) must meet solution technical requirements. (See Appendix A at end of this document for system requirements).	Any		Primary Responsibility
Provide remote access to servers and print Devices for installation and steady state service delivery activity (as required).***	Any		Primary Responsibility

Activity	Capability	Xerox Responsibilities	Customer Responsibilities
Provide physical access to Customer locations (as required/planned) to implement physical peripheral hardware (i.e., card readers, controller cards, terminals, etc.).	Authentication		Primary Responsibility
Provide network connectivity within the Customer environment for solution and Device hardware.	Any		Primary Responsibility
Allow Assigned Instance Usage Reports to be emailed from server to Xerox external email address for Assigned Instance tracking purposes.	Any		Primary Responsibility
Provide secure On-Site location(s) for spare peripheral (card readers, terminals, etc.) hardware.	Authentication		Primary Responsibility
Provide appropriate personnel at the appropriate time as required by Implementation/Design Plans to support implementation per plan.	Any		Primary Responsibility
Ensure desktop/End User software is installed.	All		Primary Responsibility
Physically install peripheral hardware elements (card reader, controller ID cards, etc.) of solution on Xerox Devices	Authentication	Primary Responsibility	
Physically install peripheral hardware elements (card reader, controller ID cards, etc.) of solution on Non-Xerox Devices.****	Authentication	Primary Responsibility	
Configure Devices in accordance with solution requirements	Any	Primary Responsibility	
Install Device software elements (embedded Device software) of solution on MFD.	Any	Primary Responsibility	
Install server elements of application solution.	Any	Primary Responsibility	
Connect application to appropriate SQL database (as required).	Any	Primary Responsibility	
Activate Licensed Software Module(s) for solution.	Any	Primary Responsibility	
Synchronize End Users to Customer's Active Directory (as required)	Any	Primary Responsibility	

*Xerox is not liable for delays in Implementation due to Customers inability to complete responsibilities as outlined in this Schedule.

Service Transformation

Activity	Capability	Xerox Responsibilities	Customer Responsibilities
Provide Customer consulting Services regarding how solution has been Implemented.	Any	Primary Responsibility	
Provide contact information for issue resolution.	Any	Primary Responsibility	
Distribution and management of communications specific to Implementation of the Schedule Services to Customer End User population. Xerox can support if requested. All work to be scoped and agreed to by the Parties prior to commencement of Schedule Services. Additional charges may apply.	Any		Primary Responsibility

Service Delivery

After completion of the Service Transition and Service Transformation activities, the Schedule Services will be provided as follows:

Activity	Capability	Xerox Responsibilities	Customer Responsibilities
Collect monthly Assigned Instance Usage Reports for the purposes of invoicing the Schedule Service.	Any	Primary Responsibility	
Provide Level 1-3 hardware/software issue support.	Any	Primary Responsibility	
Raise problem incident in the event issue/defect is identified.	Any	Joint Responsibility	Joint Responsibility
Apply application patches/updates as necessary to resolve issues.	Any	Primary Responsibility	
Create new print queues as required.	Any	Joint Responsibility	Joint Responsibility
Manage and maintain print drivers.	Any	Joint Responsibility	Joint Responsibility
Device configuration management and updates.	Any	Primary Responsibility	
Device firmware updates, certification, and testing	Any	Primary Responsibility	
Add desktop software to those Customer assets belonging to new End Users that are In-Scope for the Schedule Services.	Any		Primary Responsibility
Maintain Customer's Active Directory listing for the purposes of End User management.	Any		Primary Responsibility
Provide administration, maintenance, and disaster recovery services for server hardware, network, and operating systems on servers employed in delivering the solution. This includes installation and maintainance of necessary service packs and updates as recommended by server OS vendor.	Any		Primary Responsibility

Activity	Capability	Xerox Responsibilities	Customer Responsibilities
Provision administration and maintenance of SQL databases employed in delivering the solution.	Any		Primary Responsibility
Back-up of server data for the purposes of re-installation of solution in the event of an error in the product.	Any		Primary Responsibility
Provide fail-over and clustering of servers where application software for Service is operating.	Any		Primary Responsibility
Provide Xerox advanced notification of technology infrastructure changes to any hardware, network, or operating systems that impact the solution.	Any		Primary Responsibility
Configuring Customer's network print queue environment, print drivers and any affected print functionality after removal of the Licensed Software	Any		Primary Responsibility

Technology Management – Change Management

Activity	Capability	Xerox Responsibilities	Customer Responsibilities
Request changes to Implementation after initial install (add/remove capability from scope, chargeback code change, update print control rule, etc.).	Any		Primary Responsibility
Request changes to Assigned Instance usage (add/retire Assigned Instances).	Any	Joint Responsibility	Joint Responsibility
Physically install/remove peripheral hardware elements (card reader, controller ID cards, etc.).	Authentication		Primary Responsibility
Storage of peripheral hardware	Authentication		Primary Responsibility
Manage peripheral hardware spare inventory.	Authentication		Primary Responsibility
Provide the targeted timeline for implementation of a change request.	Any	Primary Responsibility	
Targeted timeline for implementation of any change request must be agreed to prior to execution.	Any	Joint Responsibility	Joint Responsibility
If a change request results in a change in the scope of the solution, a mutually agreed design, and targeted Implementation timeline will be negotiated between Customer and Xerox.*	Any	Joint Responsibility	Joint Responsibility

* A change order may require a change in scope and may incur additional charges above/beyond current charges. Change in scope and application of additional charges will be detailed in the response to any request for a change order.

APPENDIX A – SYSTEM REQUIREMENTS

Before the install of Xerox® SPMS, ensure that the client and server machines that will be used meet the minimum operating requirements outlined below. To maximize performance in high-volume Output Environments, additional disk space, memory, and a faster processor are required. Supported system requirements:

- Windows Server 2008 (32- and 64-bit)
- Windows Server 2008 R2 (64-bit)
- Windows Server 2012 (64-bit)
- .NET Framework 4.0 or higher

END OF XEROX® SECURE PRINT MANAGER SUITE SCHEDULE

END OF STATEMENT OF WORK FOR MANAGED PRINT SERVICES