

**Champaign County, Illinois**  
**Request for Proposal: 2007 – 001**  
**Lease of Digital Copier / Printer / Printers with a Supply / Maintenance Agreement**  
**Opening Date: April 11, 2007**

## XEROX

Please note that the following clarifications, attachments, and the attached Xerox Corporation 'Managed Services Agreement' are a part of our bid proposal. If any part of Xerox' response is in conflict with state law or contrary to your procurement policies, Xerox will enter into good faith negotiations in order to resolve any differences to the satisfaction of both parties.

### Proposal Guidelines

**1.2 Scope, New MFD's:** The County will be the first user of equipment delivered under any resulting contract. Equipment will contain recycled content, which has been reprocessed to meet Xerox's equipment performance standards.

**6.1 Pricing, Cost Per Copy:** Equipment prices for each product offered will be structured as a base price that includes a monthly minimum copy allowance plus a copy charge for any copies run in excess of the monthly minimum copy allowance.

**6.2 Similar Prices:** Xerox warrants that prices offered to the County will be no greater than those offered to the Federal Government under the applicable General Services Supply Schedule.

If we reduce the GSA Supply Schedule Price, below the prices offered to the County, we will reduce the County' prices. Any such price reductions shall only apply to orders received by Xerox after the effective date of the price reduction. If Xerox inadvertently fails to notify the County of any applicable price reductions, Xerox will refund any excess payments resulting from its failure to provide timely notification of the price reduction.

**6.9 Payment Discounts:** Payment terms are net thirty (30) days.

**11.8 Vendor's Agreement:** Xerox's "Managed Services Agreement" is attached to this document.

**18.6 Loss or Damage to the Equipment:** Xerox shall be responsible for all risk of loss to the equipment, except for loss due to Customer's fault or negligence including loss due to fire, theft, or disappearance of the equipment.

**21.2 Availability of funds:** Xerox agrees with this provision with these stipulations:

- (a) You provide written notice 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, stating that your legislative body, though no action on your part, failed to appropriate funds for the next fiscal year.

- (b) You must also certify that the canceled Equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year.
- (c) In addition, you agree at your expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox (with Xerox retaining all sums paid to date).

**22.9 Audit Right:** Xerox will make billing and service records available to the County within a reasonable period of time after receipt of written notice request such records.

**22.12. & 22.12.3 Termination for Cause / 22.16 Default by Vendor / 22.18 Termination by the County, Termination for Cause:** Xerox requests written notice of its default and a minimum of thirty (30) days to cure its performance before the State exercises its rights under this provision.

**22.13 Termination for Convenience / 22.21 Cancellation, Termination for Convenience:** Individual leases may not be cancelled without penalty until expiration. Early termination of the lease without cause will result in an early termination charge that is equal to the remaining balance, less any unearned charges, plus a reasonable disengagement charge calculated by Xerox.

**22.17 Automatic Termination, a) & 28.18, Termination for Bankruptcy:** Xerox agrees with this provision providing Xerox is in breach of its obligations under the contract.

**22.3 Patents & Royalties:** Xerox agrees to indemnify the Customer with the understanding that Xerox is promptly notified in writing and has sole control of the defense and settlement of such claims, suits, and actions, but Xerox' indemnity shall not apply to any infringement arising solely from the use or sale of equipment in combination with any device or Equipment not provided hereunder by Xerox, or to any infringement caused by modification of the Equipment by other than Xerox.

**Indemnification:** Xerox, to the extent permissible by law, submits the following with respect to Indemnity:

- (a) Xerox shall indemnify and hold the Customer, its officers, agents and employees harmless from and against all third party claims, damages, losses or causes of action for personal injury (including death) or damage to tangible property to the extent such injury or damage was found by a court or administrative agency of competent jurisdiction to have been proximately caused by Xerox' performance pursuant to this Contract. 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' 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.

- (b) Except for indemnified matters and to the extent permitted by applicable law, all other liability of Xerox to the Customer for damages of any kind or type, including but not limited to direct, indirect, consequential, incidental, or special damages, arising from Xerox' performance or failure to perform under this Contract or by virtue of Xerox' tortious conduct (including negligence whether passive or active) shall be limited the amounts paid by Customer under this Agreement. Provided, however, that the foregoing limitation of liability shall not apply to claims by the Customer for damage to real or tangible property caused by Xerox' negligence.

**23.12.10 County as an Additional Insured:** Additional Insured: Except for indemnified matters, claims under this provision shall only apply to losses or claims resulting from Xerox fault or negligence.

**25.6.3 Products Failure, Replacement:** In the event an individual placement or a specific product fails to perform, Xerox will replace the individual placement or specific product with a new model at Xerox's expense. **Under no circumstances will Xerox provide a replacement model that is used, or that is not in excellent condition.**

**26.1.2 Delivery Charges:** Prices quoted include the cost of normal delivery of the equipment. The State will be responsible for any rigging charges associated with non-standard deliveries. If rigging charges apply, a quote will be provided to the State prior to delivery of the equipment.

**26.1.3 Newly Manufactured & 26.1.7 General & Technical Requirements – Digital Copier / Printers:** The County will be the first user of equipment delivered under any resulting contract. Equipment will contain recycled content, which has been reprocessed to meet Xerox's equipment performance standards.

**26.1.5 Parts:** Parts used to service the equipment will be either new or factory reprocessed by Xerox.

**26.1.19 Staples & 26.6.3 Supplies, Staples:** Staples will be billed in carton quantities.

**26.1.21 Energy Star:** Equipment offered are compliant with the energy star requirements in effect at the time the equipment was introduced in the United States.

**26.6.6 Equipment Acceptance Testing: Acceptance of Equipment:** Equipment will be considered accepted, upon installation of the equipment by the technician, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the Customer for use.

Xerox is aware of its obligation to perform under this contract. If Xerox cannot keep the equipment in good working order, at any time during the term of this Agreement, Xerox will replace the equipment with a new model at Xerox' expense. **Under no circumstances**

**will Xerox provide a replacement model that is used, or that is not in excellent condition.**

**26.6.7.5 Loss or Damage to the Equipment:** Xerox shall be responsible for all risk of loss to the equipment, except for loss due to Customer's fault or negligence including loss due to fire, theft, or disappearance of the equipment.

**26.6.7.6 Pricing, Cost per Copy:** Equipment prices for each product offered will be structured as a base price that includes a monthly minimum copy allowance plus a copy charge for any copies run in excess of the monthly minimum copy allowance.

**26.6.7.9 Add / Delete Equipment:** Equipment can be added to the fleet at any time. The lease term of any equipment added to the fleet will commence upon installation and run for 60 months from that date.

Individual leases may not be cancelled without penalty until expiration. Early termination of the lease without cause will result in an early termination charge that is equal to the remaining balance, less any unearned charges, plus a reasonable disengagement charge calculated by Xerox.

**26.6.8 Upgrades:** Equipment cannot be upgraded or downgraded without penalty until expiration of the lease.

**26.6.10.6 Invoices:** Xerox does not expect to invoice the County for services prior to the end of the month in which services were provided. In lieu of a penalty, Xerox requests that the invoice be sent to Xerox' local representative for resolution.

**26.7.1 Customer Satisfaction Clause:** Xerox will promptly replace any equipment with a new model at the County's request and Xerox' expense, if Xerox cannot keep the equipment in good working order and in conformance with the specifications of this RFP. Under no circumstances will Xerox provide a replacement model that is used, or that is not in excellent condition.

**26.7.6 Loaners:** A loaner will be provided if equipment is not returned to service after 2 business days. Xerox agrees to deliver an identical replacement model, which model will be in new and unused condition. If equipment is not repaired within two business days and a loaner is not provided, Xerox will issue a credit that is equal to 1/30<sup>th</sup> of the monthly base maintenance charge for each day beyond 2 business days that the equipment is not available for Customer use.

**26.7.10 Requirements for Maintenance Support, Warranty Period & 26.7.11 Post Warranty Period:** Please note that Xerox warrants individual products for the full term of the lease. If at any time during the lease, Xerox cannot keep the equipment in good working order, Xerox will replace the equipment with a new model at Xerox' expense. Under no circumstances will Xerox provide a replacement model that is used, or that is not in excellent condition.

**26.7.13 Service Repairs:** In the event Xerox fails to meet the four hour response time standard and such failure in any given month on any installation causes availability to fall below 95% Xerox proposes this remedy in lieu of LD's:

Xerox will issue a credit to the Customer for any machine which fails to perform at an effectiveness level of 95% during any month. The effectiveness level for a machine is computed by dividing the machine failure downtime by the total monthly available machine hours (168 hours per month).

The credit shall be a percentage amount of the fixed monthly lease maintenance component times the machine downtime percentage, which is determined by subtracting the actual equipment effectiveness level percentage attained above from 100%.

Example: if the effectiveness level for a machine is 87% for the month, the credit would be 13% of the fixed monthly Term Lease maintenance component; if the effectiveness level is 95% or higher, there is no credit due under this provision.

**26.7.17 & 26.7.18 Loaners:** A loaner, if available, will be provided if equipment is not returned to service after 2 business days. If equipment is not repaired within two business days and a loaner is not provided, Xerox will issue a credit that is equal to 1/30<sup>th</sup> of the monthly base maintenance charge for each day beyond 2 business days that the equipment is not available for Customer use.

**26.7.23 Equipment Uptime and 26.7.26 LD's for Failure to Meet Response Time Standards:** In lieu of a \$25 flat fee penalty for excessive downtime Xerox and a \$50 per occurrence penalty for failure to meet the 4 business hours service response time target offers this remedy:

Xerox will issue a credit to the Customer for any machine which fails to perform at an effectiveness level of 95% during any month. The effectiveness level for a machine is computed by dividing the machine failure downtime by the total monthly available machine hours (168 hours per month). The credit shall be a percentage amount of the fixed monthly lease maintenance component times the machine downtime percentage, which is determined by subtracting the actual equipment effectiveness level percentage attained above from 100%.

Example: if the effectiveness level for a machine is 87% for the month, the credit would be 13% of the fixed monthly Term Lease maintenance component; if the effectiveness level is 95% or higher, there is no credit due under this provision.

**26.7.27 Chronic Problem machine Replacement:** Please note that Xerox warrants individual products for the full term of the lease. If at any time during the lease, Xerox cannot keep the equipment in good working order, Xerox will replace the equipment with a new model at Xerox' expense. Under no circumstances will Xerox provide a replacement model that is used, or that is not in excellent condition.

**26.8.7.14.6 Relocating Copier / Printers:** Any transportation charges associated with the relocation of equipment will be borne by the County. Please note that the removal of any leased copier prior to expiration will result in an early termination charge that is equal to the remaining lease balance less any unearned charges plus a reasonable disengagement fee calculated by Xerox.

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**26.8.7.10.10 Risk of Loss or Damage:** Xerox shall be responsible for all risk of loss to the equipment, except for loss due to Customer's fault or negligence including loss due to fire, theft, or disappearance of the equipment.

**30.7.2 Add or Delete Items or Service within a Project:** Equipment can be added to the fleet at any time. The lease term of any equipment added to the fleet will commence upon installation and run for 60 months from that date.

Individual leases may not be cancelled without penalty until expiration. Early termination of the lease without cause will result in an early termination charge that is equal to the remaining balance, less any unearned charges, plus a reasonable disengagement charge calculated by Xerox.

### Proposal Sheet / Criteria

**1.9.2 Termination Charges:** Individual leases may not be cancelled without penalty until expiration. Early termination of the lease without cause will result in an early termination charge that is equal to the remaining balance, less any unearned charges, plus a reasonable disengagement charge calculated by Xerox.

**1.13.1 Manufacturer:** Please note that Xerox produces the equipment it sells and services.

**3.1 Servicing Entity:** Please note that Xerox services the equipment it sells.

**3.4.1.3 Preventive Maintenance:** Xerox employees a servicing program known as total call where preventive maintenance is performed on every service call.

**3.6.2 Warranty; 3.6.3 & 3.6.6 Warranty Coverage; 3.9.4.8 Warranty Period:** Warranty commences upon installation of the leased equipment and continues until expiration of the lease.

**3.7.3.1 Parts:** Xerox will use new or reprocessed Xerox brand parts when repairing the equipment.

**3.7.4.4 95% Uptime and 3.9.4.6 Failure to Meet 95% Uptime & 3.9.4.12 Xerox' Proposed Remedy for Failure to meet 95% Uptime Standard.:** Xerox will issue a credit to the Customer for any machine which fails to perform at an effectiveness level of 95% during any month. The effectiveness level for a machine is computed by dividing the machine failure downtime by the total monthly available machine hours (168 hours per month). The credit shall be a percentage amount of the fixed monthly lease maintenance component times the machine downtime percentage, which is determined by subtracting the actual equipment effectiveness level percentage attained above from 100%.

Example: if the effectiveness level for a machine is 87% for the month, the credit would be 13% of the fixed monthly Term Lease maintenance component; if the effectiveness level is 95% or higher, there is no credit due under this provision.

**3.7.4.6 Equipment Replacement & 3.8.5 Chronic Problem Equipment / 3.9.4.9 Replacement / 3.10.1 Replacement Policy:** Please note that Xerox warrants individual products for the full term of the lease. If at any time during the lease, Xerox cannot keep the equipment in good working order, Xerox will replace the equipment with a like model at Xerox' expense.

**3.9.4.1 Print Volumes During First 90 Days of Contract & Equipment Adjustments & 3.9.4.3:** Once installed on lease individual placements may not be changed or replaced without penalty prior to expiration of the lease.

**3.10.2.1 Loaners:** A loaner, if available, will be provided if equipment is not returned to service after 2 business days. If equipment is not repaired within two business days and a loaner is not provided, Xerox will issue a credit that is equal to 1/30<sup>th</sup> of the monthly base maintenance charge for each day beyond 2 business days that the equipment is not available for Customer use.

**6.1 Manufacturer:** Please note that Xerox produces the equipment it sells and services.

**6.1.7 Definition of New Equipment:** Xerox will provide either Newly Manufactured or Factory Produced New Model Equipment. "Newly Manufactured", is assembled for the first time and may contain some recycled components that are reconditioned

"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.

**6.1.17 Warranty Period:** Warranty commences upon installation of the leased equipment and continues until expiration of the lease.

**7. Cost per Copy:** Equipment prices for each product offered will be structured as a base price that includes a monthly minimum copy allowance plus a copy charge for any copies run in excess of the monthly minimum copy allowance.

**7.15 Maintenance Agreement:** Lease and meter charges will include the cost of black toner, developers / cartridges, and fuser lubricants. The Customer will be responsible for paper and staples for finishers. The maintenance prices are built into our monthly lease charges and are fixed for the life of the lease and will not be subject to annual escalation.

Thank you for the opportunity to propose Xerox products and services.

Sincerely,

Business Services Executive  
Xerox Corporation



THIS MANAGED SERVICES AGREEMENT ("Agreement" or "MSA"), which bears MSA No. \_\_\_\_\_, is entered by and between the County of Champaign ("Customer") and Xerox Corporation ("Xerox").

1. **SCOPE AND DEFINITIONS.** The acquisition of Offerings, as defined below, by Customer hereunder is subject to the prices and terms and conditions set forth herein and each Managed Services Order ("MSO") and Statement of Work ("SOW") that references this MSA.
  - a. "Services" are collectively managed services (e.g. copy center and mailroom services), consultative services and/or Xerox Quoted Offerings. "Xerox Quoted Offerings" may be any combination of professional services provided hereunder, including, but not limited to, assessment, office document, network, integration, implementation, help desk, and asset management services. Services may also include (i) Xerox-brand equipment ("Equipment") and Xerox-brand software ("Software"); (ii) third party hardware ("Third Party Hardware") and/or third party software ("Third Party Software") (collectively, "Third Party Products"); and/or (iii) Basic Services, as set forth herein, for Equipment and/or equipment maintenance for Third Party Hardware.
  - b. "Deliverables" include, but are not limited to, Products, Output of Services, Assessments and Documentation. As used herein, (i) "Products" refers collectively to supplies, maintenance, Equipment, Software and Third Party Products hereunder; (ii) "Output of Services" constitute 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 shall not include software; (iii) "Customer Content" consists of documents, materials and data provided in hard copy or electronic format by Customer to Xerox containing information of Customer and/or Customer's clients that must be disclosed to Xerox to enable the performance of Services hereunder; (iv) "Assessments" are assessment and recommendation reports created as a result of Xerox performance of assessment services; and, (v) "Documentation" shall mean all manuals, brochures, specifications, information and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Offerings.
  - c. "Staffing and Management Services" are the personnel provided hereunder by Xerox to perform and/or manage Services.
  - d. Services, Staffing and Management Services and Products are referred to collectively as "Offerings".
2. **ORDERS.**
  - a. Services and Deliverables provided by Xerox will be set forth in one or more MSOs or SOWs, as applicable, which will be mutually agreed upon and signed by the parties. Customer may also issue purchase orders to Xerox for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address, Offering description and term, and applicable Trade-In Equipment. Such purchase orders shall incorporate and be subject solely to this MSA's terms and conditions, notwithstanding anything contained in any such purchase order at variance with or in addition to this MSA or any MSO or SOW hereunder. Any MSO, SOW or Customer-issued purchase order shall be an individual order ("Order") hereunder and, irrespective of its form, must reference this MSA's contract number.
  - b. Orders may be submitted via hard copy or electronic means and those submitted electronically by Customer shall be considered for all purposes to (i) be a "writing" or "in writing"; (ii) be "signed"; (iii) constitute an "original" when printed from electronic records established and maintained in the ordinary course of business; and, (iv) be valid and enforceable.
3. **TERM.**
  - a. This MSA shall commence on the date it is accepted by Xerox and shall end when either party exercises its right to terminate this MSA upon not less than ninety (90) days prior written notice to the other party. In the event either party elects to terminate this MSA, each Order hereunder shall remain in full force and effect until the end of its term (including any renewals or extensions thereto), or it is terminated and shall at all times be governed by the terms and conditions of this MSA as if it were still in effect.
  - b. The term of each Offering, unless otherwise stated in the applicable Order, shall commence upon the installation date of each Product or commencement of each Service or Staffing and Management Service, as applicable, and shall continue for the term stated. If an Offering is terminated, the term of any remaining Offerings shall continue unaltered.
  - c. Except as otherwise set forth in a SOW, unless either party provides notice at least thirty (30) days before the end of the term of an Offering hereunder of its intention not to renew, and subject to the terms of the applicable Order, it will continue on a month-to-month basis at the same price and on the same terms and conditions and, during said continuation period, either party may terminate the continued Offering on at least thirty (30) days notice. Notwithstanding the foregoing, Xerox shall notify Customer at least thirty (30) days prior to the expiration of each Equipment maintenance Order. Said Order will automatically renew at Xerox's then-current pricing for a term equal to the initial term unless either party provides written cancellation notice prior to expiration.
4. **ELIGIBLE SUBSIDIARIES.** Xerox will also provide Offerings subject to this MSA to Customer's domestic subsidiaries and affiliates of which more than fifty percent (50%) of the stock entitled to vote for election of members to such subsidiary's or affiliate's Board of Directors is owned by Customer ("Eligible Subsidiaries"). If an Eligible Subsidiary submits an Order Document hereunder, it shall be the "Customer" for the purposes of the resulting Order. In the event of divestiture of an Eligible Subsidiary, Customer shall notify Xerox and order-taking under this MSA shall terminate immediately with respect to such divested entity; however, Offerings installed at such divested entity under an Order shall retain the pricing and terms and conditions thereof until the Offering's initial term expires.



**5. PERFORMANCE OF SERVICES, PERSONNEL AND FACILITIES.**

- a. Xerox agrees to comply with Customer's internal policies provided to Xerox by Customer in writing with respect to security and safety that are reasonable and customary under the circumstances and which do not conflict with this MSA. Customer agrees to provide Xerox with reasonable prior notice of such policies and any changes thereto.
- b. It is agreed that neither party shall, directly or indirectly, actively solicit the employment of members of the other party's staff, including Xerox's agents, during the term of this MSA and for a period of one (1) year thereafter. Employees and agents of Xerox shall be subject to this clause only if they are providing Services under this MSA, or are supervisors of Xerox's employees or agents who are providing such Services. Employment arising from inquiries received via advertisements in newspapers of general circulation, job fairs or unsolicited resumes or applications for employment shall not be considered active solicitation. It is further agreed that in the event of violation of this restriction, the sole remedy of a party shall be to require the defaulting party to make payment, as liquidated damages and not as a penalty, in an amount equal to the individual's then current annual salary (or in the case of an agent, the amount of fees paid for such agent in the past twelve (12) months), which would be payable within thirty (30) days of the start date of the employee or agent.
- c. Xerox will be an independent contractor hereunder and not Customer's employee or agent. Customer agrees its facilities at which the Services are performed will fully comply with all applicable laws and regulations, including, but not limited to, OSHA.

**6. CUSTOMER ASSETS, EQUIPMENT AND SOFTWARE.**

- a. During the term of an Order, Customer shall permit Xerox and its agents to use or access, and shall grant or transfer sufficient rights to enable Xerox and its agents to use or access, all hardware, software and/or work space owned, leased, rented, licensed and/or controlled by Customer, and any services utilized by Customer (collectively "Customer Assets"), and Customer Content, that Xerox needs to use or access to enable Xerox to perform any of the Services subject to an Order. Customer is solely responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so. Customer shall acquire and/or continue, at Customer's sole expense, maintenance and repair service contracts for all Customer Assets that Customer permits Xerox to use or access hereunder. Customer shall inform its service providers of Xerox's authority to request maintenance and repair services and shall direct them to respond to Xerox's requests for the same.
- b. If Customer revises or removes Products and Xerox advises Customer that the remaining Products are not sufficient to enable Xerox to provide Services, Xerox shall have no liability for the failure to provide such Services. For California locations, Customer agrees to legally dispose of all hazardous wastes generated from the use of Third Party Hardware and supplies.
- c. Title to Equipment and Third Party Hardware acquired through any MSO or MSO-related Customer purchase order shall remain with Xerox until Customer purchases same and, until such Equipment or Third Party Hardware is purchased by Customer, Customer agrees that: (i) it shall remain personal property; (ii) Customer will not attach it as a fixture to any real estate; (iii) Customer will not pledge, sub-lease or part with possession of it or file or permit to be filed any lien against it; (iv) Customer will not make any permanent alterations to it; and, (v) all relocations of it must be arranged (or approved in advance) by Xerox. Customer is not entitled to purchase any Equipment or Third Party Hardware provided under any SOW except as set forth therein. While Equipment and Third Party Hardware is being relocated, Customer remains responsible to make all payments required under the applicable Order to Xerox. Neither Equipment nor Third Party Hardware can be relocated outside of the United States, its territories or possessions until Customer has paid in full for it and has received title thereto. If Customer acquires title to Equipment or Third Party Hardware, Customer must comply with all applicable laws and regulations regarding the export of any commodity, technology and/or software. The risk of loss for Equipment and Third Party Hardware shall pass to Customer upon delivery. Unless otherwise agreed to by the parties in a SOW, Customer agrees to use Equipment and Third Party Hardware in accordance with, and to perform all operator maintenance procedures for it set forth in, the applicable product manuals therefor. All parts/materials replaced, including as part of an upgrade, will become Xerox's property. Products that become no longer generally commercially available may be withdrawn from future order-taking by Xerox. Xerox may add Products to this Agreement for order-taking. Customer represents that Products are being ordered for Customer's own business use (rather than resale) and that they will not be used for personal, household or family purposes.
- d. Customer hereby authorizes Xerox or its agents to file, by any permissible means, financing statements necessary to protect Xerox's rights in the Equipment or Third Party Hardware. Xerox, on Customer's behalf and at Customer's expense, may take any action required to be taken by Customer that Customer fails to take under an Order for Equipment or Third Party Hardware.

**7. SERVICES AND THIRD PARTY PRODUCT GUARANTEE / WARRANTY / WARRANTY LIMITATIONS, AND WARRANTY DISCLAIMER/ WAIVER.**

- a. **SERVICES GUARANTEE.** Xerox will provide the Services set forth in each Order and if the Services do not meet the service levels set forth therein during its term, Customer agrees to notify Xerox in writing detailing its concerns in that regard. No later than ten (10) days following Xerox's receipt of said notice, Xerox and Customer agree to meet, clarify the Customer's concern(s) and begin to develop a corrective action plan ("Plan") to remedy such alleged non-compliance. As Customer's exclusive remedy for Xerox's non-compliance, Xerox, within sixty (60) days of finalizing the Plan or a time period as otherwise agreed to in writing by the parties, will then either modify such Services so they are compliant with such SOW or re-do the work at no additional charge.
- b. **SERVICES WARRANTY.** Xerox represents and warrants to Customer that the Services will be performed in a skillful and workmanlike manner; provided however, in no event will Xerox be responsible for any failure to perform Services if the failure is 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 provide Xerox access to Customer's personnel and systems or to transfer to Xerox sufficient rights to use, access and/or modify Customer Assets constituting hardware and software, including software owned or licensed by Customer, and/or Customer Content as necessary for the provision of Services.

- c. WARRANTY DISCLAIMER AND WAIVER FOR SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THEREFOR AND XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.
- d. 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, SUCH SERVICE LEVELS CANNOT BE BROUGHT INTO SUBSTANTIAL CONFORMANCE WITH THOSE IN THE SOW AND SUCH NON-CONFORMANCE IS A RESULT OF XEROX'S USE OF SUCH THIRD PARTY PRODUCTS, CUSTOMER'S EXCLUSIVE REMEDY FOR THE FOREGOING WARRANTY IS TO RECEIVE A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING THIRD PARTY PRODUCTS UPON THE RETURN THEREOF TO XEROX. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AS WELL AS FOR MAINTENANCE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS ANY OTHER WARRANTY PERTAINING OR RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY THEREOF WITH CUSTOMER'S SYSTEMS. XEROX WILL PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED TO IT BY THE MANUFACTURER OR LICENSOR OF THIRD PARTY PRODUCTS TO THE EXTENT PERMISSIBLE. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, FOR THIRD PARTY PRODUCTS NOT SELECTED SOLELY BY XEROX.
- e. THE WARRANTIES AND GUARANTEES SET FORTH IN THIS SECTION OF THE MSA ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSE IN THE SYSTEMS ENVIRONMENT FOR WHICH THEY WERE ORIGINALLY DESIGNED AND SHALL NOT APPLY TO SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, ALTERATION OR MODIFICATION BY CUSTOMER OR ANY THIRD PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY XEROX.)

## 8. PRICING.

- a. Pricing shall be as set forth in an Order. Any pricing exhibit ("Pricing Exhibit") attached hereto or to an Order shall contain the ten (10) digit contract number ("Contract Number"), term, amount of each monthly charge ("Monthly Minimum Charge" or "MMC") and Print Charges applicable to Equipment ordered hereunder. The MMC, along with any additional Print Charges, covers Customer's monthly cost for the Offerings. The MMC may also include, but not be limited to, lease buyout funds or monthly equipment component amounts from previous contracts, amounts being financed or refinanced, analyst services and/or customer training services. One-time items ("One-Time Items") are billed separately from the MMC.
- b. Pricing for fixed Equipment price plans set forth on a Pricing Exhibit will not increase during the order-taking term indicated on said Exhibit and will remain fixed during the initial term of the Product ordered. Fixed pricing for other Offerings, as agreed to in an Order, will not increase during the initial term of the applicable Offering. Except for said fixed Equipment price plans or fixed pricing agreed to in an Order, Xerox may, upon thirty (30) days prior written notice, adjust prices in the twelfth (12<sup>th</sup>) month of the term of an individual Offering, and no more often than annually thereafter with each price adjustment not exceeding ten percent (10%).
- c. Pricing set forth in an Order for Services is based upon shared information believed to be complete and accurate. If such information should prove to be incomplete or inaccurate in any material respect, or Customer requests any changes or additions to an Order, the parties will negotiate in good faith to make appropriate adjustments to the Order (including pricing).
- d. If Xerox provides or installs Offerings partially and/or early, Xerox will bill Customer on a pro-rata basis, based on a thirty (30) day billing month, and the terms and conditions of this MSA will apply. Services requested outside of Customer's standard working hours will be billed at Xerox's then prevailing overtime rates.
- e. Xerox will be responsible for all standard delivery and removal charges for Equipment and Third Party Hardware. Customer will be responsible for any non-standard delivery and removal charges.

## 9. PAYMENT, CREDIT AND TAXES.

- a. PAYMENT. Invoices are payable upon receipt and Customer agrees to pay Xerox all sums due hereunder no later thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments will not reduce Customer's obligations. Customer authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.
- b. TAXES. Customer shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless Customer provides proof of Customer's tax-exempt status. "Taxes" shall mean any tax, assessment, or charge imposed or

collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this MSA or any Order hereunder or the amounts payable to Xerox by Customer for the billing of Offerings of any kind. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any personal property taxes for Equipment leased hereunder and taxes on Xerox's net income. If a taxing authority determines Xerox did not collect all applicable Taxes, Customer shall remain liable to Xerox for such additional Taxes.

#### **10. TERMINATION AND DEFAULT.**

- a. Equipment, Software and / or Third Party Products are excluded from the definition of "Services" for the purposes of subsection b. of this Section titled "TERMINATION AND DEFAULT" and their early termination is governed by the provisions in subsection c.
- b. Except as otherwise set forth in a SOW, upon ninety (90) days prior written notice to Xerox, Customer may terminate or reduce any Services or Staffing & Management Services without incurring Early Termination Charges ("ETCs"). Notwithstanding the foregoing sentence, if any Services or Staffing & Management Services are terminated: (i) by Xerox due to Customer's default; or (ii) by Customer, and Customer acquires Services or Staffing and Management Services from another supplier within six (6) months of the termination of such Services or Staffing & Management Services, then Customer agrees to pay all amounts due Xerox as of the termination date, together with liquidated damages, for loss of bargain and not as a penalty (in the form of ETCs), equal to the then current MMC for said terminated or reduced Services or Staffing & Management Services multiplied by the number of months remaining in their term, not to exceed six (6) months.
- c. Prior to the expiration of the term of Equipment, Software and/or Third Party Products in and as proscribed by the applicable Order, if: (i) Customer terminates Equipment, Software and/or Third Party Products, (ii) Customer requires that a unit of Equipment or Third Party Hardware be replaced (e.g., traded-in), or (iii) Xerox terminates Equipment, Software and/or Third Party Products due to Customer's default, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (A) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (B) the remaining MMCs in the term of the Equipment, Software and/or Third Party Products less any unearned finance, maintenance, and supply charges; (C) for Equipment and Third Party Hardware, a reasonable disengagement fee calculated by Xerox that will not exceed fifteen percent (15%) of the amount in (B) above (said amount is available from Xerox upon request); and, (D) all applicable Taxes. In addition to paying the amounts required in the preceding sentence if Customer defaults, Customer shall either make the subject Equipment, Software and/or Third Party Products available for removal by Xerox when requested to do so by Xerox and, at the time of removal, such Equipment, Software and/or Third Party Products will be in the same condition as when delivered, reasonable wear and tear excepted, or, for Equipment or Third Party Hardware, purchase the subject Equipment or Third Party Hardware "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment or Third Party Hardware at the conclusion of its term and all applicable Taxes.

#### **11. LATE CHARGES AND DEFAULT.**

- a. For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and Customer agrees to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.
- b. Customer will be in default under an Order if Xerox does not receive any payment within fifteen (15) days after the date it is due or if Customer breaches any other obligation hereunder. In the event of a default by Customer under an Order, Xerox, in addition to its other remedies, may require payment of interest on all amounts due under such Order from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law).
- c. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if Customer defaults under this MSA or an Order written hereunder, Customer agrees to pay all of the costs Xerox incurs to enforce its rights against Customer, including reasonable attorneys' fees and actual costs.

#### **12. CONFIDENTIAL INFORMATION.**

- a. While Xerox is providing Services hereunder, each party will disclose to the other certain business information identified as confidential ("Confidential Information"). Customer Content shall be considered Customer's Confidential Information and the terms and conditions of this MSA, and any Orders, SOWs, attachments, exhibits and amendments hereto, as well as Xerox Tools, Developments and Pre-Existing Work, shall be considered Xerox's Confidential Information. As used herein, (i) "Developments" are 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, and (ii) "Pre-existing Work" are those items used or incorporated into a Deliverable, including, but not limited to, any computer programs, code, processes, operations and procedures manuals, routines, algorithms, or other materials, that are developed or acquired by Xerox independent of performing the Services and modifications, enhancements, improvements and derivative works thereof (Developments and Pre-Existing Work are, collectively, "Xerox Work"). "Xerox Tools" means certain proprietary tools used by Xerox to provide Services and any modifications, enhancements, improvements and derivative works thereof.
- b. 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: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the

possession of any third party free of any obligation of confidentiality; or (iii) 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 above shall terminate one (1) year after expiration or termination of this MSA or any Order under which such Confidential Information was disclosed, whichever occurs later; provided however, for Xerox Work and Xerox Tools, confidentiality obligations with respect thereto shall not terminate unless (i), (ii) or (iii) in the preceding sentence of this Section becomes applicable thereto. The parties do not intend for Customer to disclose hereunder confidential technical information, which includes, but is not limited to, computer programs, source code, and algorithms, and Customer will only disclose the same under provisions of a separate agreement. Upon the expiration or termination of this MSA, each party shall return to the other or, if so 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 the termination of this MSA and the Orders entered hereunder.

### 13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the Customer Content and Customer Assets or otherwise has the right to authorize Xerox to perform the Services hereunder. Customer represents and warrants the Customer Content does not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX WORK.** Xerox, its employees, agents and/or licensors shall at all times retain all rights to the Xerox Work and, except as expressly set forth herein, no rights to Xerox Work are granted to Customer.
- c. **OUTPUT OF SERVICES.** Output of Services is the sole and exclusive property of Customer and Xerox shall gain no rights therein, except as may be required for Xerox to perform Services pursuant to an Order. Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. Xerox reserves the right to revoke such rights if Customer fails to pay for such Services, or otherwise defaults under this MSA.
- d. **LIMITED USE GRANTS.** Xerox grants Customer a non-exclusive, perpetual (subject to revocation for default under this MSA), 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 agrees not to decompile or reverse engineer any Xerox Work.
- e. **THIRD PARTY SOFTWARE.** Third Party Software constituting a Deliverable and, if applicable, support therefor, is provided pursuant to the terms of the third party's customary end user license agreement and/or support agreement.
- f. **LIMITED SUBLICENSING GRANTS.** Customer may not sublicense any rights granted to it hereunder, but may authorize a third party ("Customer Designee") to use any of the rights granted to Customer under this MSA, solely for the benefit of Customer and Customer's internal business purposes. Customer agrees that any Customer Designee operating or maintaining the delivered solution shall be subject to written confidentiality obligations with respect to Confidential Information that shall be no less restrictive than those set forth in this MSA.
- g. **LIMITED LICENSE TO ASSESSMENTS.** Customer may duplicate and distribute Assessments only for Customer's internal business purposes. Any recommendations, assessments and processes described in Assessments may only be implemented by Xerox for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- h. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this MSA, no other rights or licenses are granted to Customer. Further, the rights granted to Customer under subsections d. and/or g. in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
- i. **XEROX TOOLS.** Customer agrees that Customer shall have no rights to use, access or operate Xerox Tools. Xerox Tools will be installed and operated only by Xerox. Customer will have access to data and reports generated by Xerox Tools and stored in a provided database to the extent set forth in the applicable SOW, which shall be Output of Services. All Xerox Tools may be removed at Xerox's sole discretion. Customer acknowledges that Xerox does not license Xerox Tools separate and apart from the provision of Services associated with the use of Xerox Tools.

### 14. INDEMNIFICATION.

- a. Each party, at its expense, if promptly notified by the other and given the right to control the defense, will defend the other (including its directors, officers, employees and agents) from, and pay any settlement agreed to by the indemnifying party or any ultimate judgment for, all claims by third parties for personal injury (including death) or tangible property damage to the extent proximately caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents in connection with this MSA or any Order entered hereunder. The indemnifying party is not responsible for any litigation expenses or settlements of the other party unless the indemnifying party pre-approves them in writing.
- b. Xerox, at its expense, if promptly notified by Customer and given the right to control the defense, will defend Customer (including its directors, officers, employees and agents) from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in i. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing.
  - i. Excluded from Xerox's obligations under b. above, and with respect to which Customer, at its expense, will defend Xerox (including its directors, officers, employees and agents) from, and pay any settlement agreed to by Customer or any ultimate judgment for, are claims arising from or relating to: (A) Services performed using Customer Assets and/or Customer Content for which Customer failed to provide to Xerox sufficient rights; (B) Services performed, or Deliverables provided, to Customer's specification or design, (C) infringement resulting from or caused by Customer's misuse or unauthorized modification of systems or product; (D) use of Services or Deliverables in combination with other products, services or data streams not

provided by Xerox if such combination forms the basis of such claim; (E) Customer's failure to use corrections or enhancements to the Services or Deliverables provided by Xerox, or (F) Customer provision to Xerox of material for duplication in violation of the copyright of a third party and it is agreed and understood by the parties that, under this MSA or any Order entered hereunder, Xerox is not undertaking, and will not undertake, any obligation or duty of any kind or type to determine or ascertain whether material provided to it for duplication may be duplicated without violating a third party's copyright therein. Customer is not responsible for any non-Customer litigation expenses or settlements unless Customer pre-approves them in writing.

- ii. If the use of the Services or Deliverables (excluding Third Party Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and its sole expense, exercise any or all of following remedies: (A) obtain for Customer the right to continue to use such Services or Deliverables; (B) modify such Services or Deliverables so they are non-infringing and in compliance with the applicable Order; (C) replace such Services or Deliverables with non-infringing ones that comply with the applicable Order; or (D) terminate such infringing Services, accept the return of such infringing Deliverables and refund to Customer any amount paid for the infringing item, less net benefits realized.

**15. LIMITATION OF LIABILITY.** Xerox shall not be liable to Customer, in the aggregate, for any direct damages in excess of the amounts paid by Customer to Xerox during the twelve (12) months prior to the claim pursuant to the Order under which the claim arose or \$50,000, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this MSA or any Order entered hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory. This limitation of liability shall not be applicable to any specific indemnification obligations set forth in this MSA.

**16. ASSIGNMENT.**

- a. If Customer wishes to assign any of its rights or obligations under this MSA or an Order hereunder, Customer shall provide written request to Xerox, which includes the name of the proposed Customer assignee. Such request will be granted by Xerox if: (i) Customer is not in default hereunder or under another agreement with Xerox; (ii) the proposed Customer assignee authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies; (iii) the proposed Customer assignee meets Xerox's then-current credit criteria for similar transactions as determined by Xerox in its sole discretion; and; (iv) the Customer and proposed Customer assignee execute a writing, in a form acceptable to Xerox, confirming said assignment. Assignment by Customer requires the written consent of Xerox and may not be accomplished by operation of law.
- b. Xerox may assign this MSA, or any Order hereunder, in whole or in part, to a parent, subsidiary or affiliate of Xerox, or to a person or entity for the purposes of securitizing a pool of assets or as part of a third party financial transaction without prior notice to or consent from Customer, provided, however, any proposed assignment to a person or entity not identified previously in this sentence shall require Customer's prior written consent. In the event of an assignment permitted by the preceding sentence, Xerox, without notice to Customer, may release information it has about Customer related to this MSA. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. Customer shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Basic Services, and Customer hereby waives and releases any assignees of Xerox from any claim relating to, or arising from, the performance of Xerox's obligations hereunder. Customer shall not assert any defense, counterclaim or setoff that it may have or claim against Xerox against any assignees of Xerox. In the event of an assignment by Xerox, Customer shall remit payments due in accordance with remittance instructions of the assignee.

**17. NOTICES.**

- a. Except as provided elsewhere in this MSA, all notices issued hereunder must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier. Invoices are not considered notices under this MSA and are governed by provisions relating specifically thereto.
- b. Except as set forth in c. below, notices shall be sent to Customer's or Xerox's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence. The term "business address" shall mean, for Customer, the "Bill To" address set forth in an Order and, for Xerox, the inquiry address set forth on the most recent invoice to Customer for the subject Order.
- c. Notices advising a party of a default (other than a default related to payment under this MSA or an Order, which shall be sent to the applicable address in b. above), or of an obligation under an indemnification provision hereunder shall be sent to a party at the party's following address or such other address as a party designates to the other in writing, including any change of address:

**To Customer:**

**To Xerox:**

Office of General Counsel  
Xerox Corporation  
800 Long Ridge Road  
P. O. Box 1600  
Stamford, CT 06904

**18. FORCE MAJEURE.** Xerox shall not be liable to Customer during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation or an order or a



rule or regulation of a governmental entity. In such event, Xerox shall undertake reasonable action to notify Customer of same. If any circumstance subject to this Section results in any unit of Equipment to be non-functioning for thirty (30) business days, Customer may terminate the non-functioning unit of Equipment and other than payment of amounts due and owing through the date such Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment.

**19. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Each party represents that, as of the date of this MSA, it has the lawful power and authority to enter into this MSA, the individuals signing this MSA or an Order are duly authorized to do so on its behalf and, by entering into this MSA, it will not violate any law or other agreement to which it is a party. In addition, Customer is not aware of anything that will have a material negative effect on its ability to satisfy Customer's payment obligations under this MSA and all financial information Customer has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party agrees it will promptly notify the other party in writing of a change in ownership, if it relocates its principal place of business or changes the name of its business.

**20. MISCELLANEOUS.**

- a. This MSA and any Order hereunder shall be construed under the laws of the State of Illinois (without regard to conflict-of-law principles). Customer and Xerox agree to the jurisdiction and venue of the federal and state courts in Champaign County, Illinois. In any action to enforce this MSA or any Order hereunder, the parties agree to waive their right to a jury trial. If a court finds any term of this MSA or an Order hereunder to be unenforceable, the remaining terms of this MSA or such Order shall remain in effect.
- b. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this MSA and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said MSA or Order. This MSA may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. In addition, both parties may retain a reproduction of each Order hereunder which shall be admissible in any action to enforce said Order, but only the Order held by Xerox shall be considered an original.
- c. Xerox may accept this MSA or any Order hereunder either by its signature or by commencing performance (e.g., Equipment delivery, initiating Basic Services, commencement of Services, etc.).
- d. The following four sentences control over every other part of this MSA and any Order entered into hereunder and over all other documents now or later pertaining to this MSA or such Order. Customer and Xerox both intend to comply with applicable laws. In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of this MSA or any Order that would, but for this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this MSA or any Order to the maximum amount allowed under the legal limit. If in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed hereunder or any Order hereunder, or refunded to Customer.

**FOR ANY EQUIPMENT AND/OR SOFTWARE ORDERED BY CUSTOMER, OR SUPPLIED AS PART OF ANY SERVICES HEREUNDER, SECTIONS 21. THROUGH 30. SHALL APPLY IN ADDITION TO SECTIONS 1 THROUGH 20.**

**21. VOLUME REVIEW.** At Customer's request, the parties may meet annually to review the volume of prints for Equipment for the previous twelve (12) months under one or more Orders based on reporting provided by Xerox. Based on said review, the parties may mutually agree to revise the Prints Included in Minimum and the associated MMC in said Order(s).

**22. TOTAL SATISFACTION GUARANTEE.** If Customer is not totally satisfied with any Equipment delivered under this Agreement, Xerox will, at Customer's request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities. This guarantee will be effective during the initial term (up to a period of sixty (60) months) of the Equipment specified on an Order and applies only to Equipment which has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox Maintenance plan (i.e., contract for Basic Services), and is not applicable to Equipment damaged or destroyed due to an act of God.

**23. BASIC SERVICES.** Unless otherwise stated, Xerox (or a designated servicer) will provide the following Basic Services, which may also be referred to as "Break/Fix Services", under an Order for Equipment (unless Customer is acquiring Equipment for which Xerox does not offer Basic Services; such Equipment to be designated as "No Svc.")

- a. **REPAIRS & PARTS.** Xerox will make repairs and adjustments necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.
- b. **HOURS & EXCLUSIONS.** Unless otherwise stated, Basic Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. Customer agrees to give Xerox reasonable access to the Equipment. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected

products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).

- c. **INSTALLATION SITE & METER READINGS.** The Equipment installation site must conform to Xerox's published requirements throughout the term of an Order. If applicable, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, Xerox may estimate them and bill Customer accordingly.
- d. **EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described above, Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Basic Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If the replacement product is provided pursuant to this Section, there shall be no additional charge for Basic Services during the initial term of the applicable Order and the replacement product shall be subject to the terms and conditions of the MSA. The end of service ("EOS") date for a particular model of EOS Equipment is the date after which Xerox has no obligation to maintain such model of EOS Equipment. Notwithstanding anything to the contrary herein, Xerox shall have no obligation to replace such EOS Equipment. An EOS Date Equipment List is available upon request.
- e. **CARTRIDGE PRODUCTS.** If Xerox is providing Basic Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), Customer agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment.
- f. **PC/WORKSTATION REQUIREMENTS.** In order to receive Basic Services and/or Software Support for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (i) has been provided by Xerox or (ii) meets Xerox's published specifications.

**24. CONSUMABLE SUPPLIES INCLUDED (IN MONTHLY MINIMUM / PRINT CHARGES).** For Equipment Orders that include consumable supplies in

the Print Charges, Xerox (or a designated servicer) will provide Customer with black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser agent ("Consumable Supplies") throughout the term of the Equipment Order. For full-color Equipment Orders that include Consumable Supplies, Consumable Supplies shall also include, as applicable, color toner and developer. Customer agrees that the Consumable Supplies are Xerox's property until used by Customer, that Customer will use them only with the Equipment under the applicable Order, that Customer will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point and that Customer will either return any unused Consumable Supplies to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, at the end of the term of the applicable Equipment Order or destroy them in a manner permitted by applicable law. Should Customer's use of Consumable Supplies exceed Xerox's published Consumable Supplies yields for these items by more than ten percent (10%), Customer agrees that Xerox shall have the right to charge Customer for any such excess usage. When requested by Xerox, Customer shall provide an inventory of Consumable Supplies in its possession and meter readings.

**25. CARTRIDGES.** Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, 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. Cartridges sold as Environmental Partnership ("EP") Cartridges remain the property of Xerox. Customer agrees that it shall return all EP Cartridges and may return other Cartridges to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, for remanufacturing once such Cartridges cease functioning.

**26. 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 to the status of Third Party Hardware.

**27. EARLY TERMINATION.**

a. If Equipment has been replaced by Xerox under the "Equipment Replacement" provision of the Section titled "BASIC SERVICES" herein and Xerox is unable to maintain the replacement Equipment, then Customer may terminate said unit of Equipment and other than payment of the amounts due and owing through the date the terminated Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment.

b. If a significant business downturn causes the Customer to close its business and liquidate its assets due to Customer's bankruptcy or an assignment of its business to creditors is made, Customer may terminate one or more units of Equipment and, other than payment of the amounts due and owing through the date the terminated Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment if it is returned to Xerox in the same condition as when delivered, reasonable wear and tear excepted.

**28. SOFTWARE TERMS:**

a. **SOFTWARE LICENSE.** The following terms apply to copyrighted Software and the accompanying documentation, including, but not limited to, operating system Software, provided with or within the Equipment acquired hereunder ("Base Software") as well as Software specifically set out as "Application Software" on an Order. This license does not apply to any Diagnostic Software, any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement including, but not limited to any operating system software for Third Party Hardware.

i. Xerox grants Customer a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants Customer a non-exclusive, non-transferable license to use this software within the United States on any single unit of Equipment for as long as Customer is current in the payment of any indicated software license fees (including any Annual Renewal Fees). Customer has no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any

software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of the MSA's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) Customer has defaulted under an Order; or, (c) such license is terminated or expires.

ii. Xerox may terminate Customer's license for any Base Software (1) immediately if Customer no longer uses or possesses the Equipment, or (2) upon the termination of any Order or separate agreement under which Customer has acquired the Equipment

iii. If Customer transfers possession of the Equipment after Customer obtains title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.

iv. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for ninety (90) days from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted

b. During the period that Xerox (or a designated servicer) provides Basic Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to the MSA, Xerox will provide software support under the following terms provided Customer is current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):

i. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions.

ii. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, Customer must procure, at its expense, additional hardware and/or software from Xerox or any other entity. Customer agrees to return or destroy all prior releases.

iii. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided Customer reports problems in the manner specified by Xerox.

iv. Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if Customer has modified said Software.

v. For Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. For State and Local Government Customers, this adjustment shall take place at the commencement of each of Customer's annual contract cycles.

c. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. Customer agrees that (1) Customer's acquisition of the Equipment does not grant Customer a license or right to use the Diagnostic Software in any manner, and (2) that unless separately licensed by Xerox to do so, Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer agrees at all times (including subsequent to the



expiration of the MSA or an Order hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

d. THIRD PARTY SOFTWARE. Third Party Software is subject to license and support terms provided by the vendor therefor.

**29. TRADE-IN EQUIPMENT. If Customer is providing trade-in equipment ("Trade-In Equipment") to Xerox under an Order, Customer warrants that Customer has the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from Customer's premises. Customer warrants that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. Customer agrees to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. Customer agrees to pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.**

**30. WARRANTY DISCLAIMER & WAIVERS.**

a. 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.

b. FOR EQUIPMENT, SOFTWARE, XEROX-BRAND SUPPLIES AND BASIC SERVICES, XEROX DISCLAIMS, AND CUSTOMER WAIVES, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

This MSA, its attachments and any Order hereunder constitute the entire agreement between the parties as to its subject matter and supersede all prior and contemporaneous oral and written agreements as they pertain to such subject matter. All changes to this MSA or an Order must be made in a writing signed by both parties. The parties agree that in the event of any conflict between the terms and conditions in this MSA and any Order, the terms and conditions of this MSA shall prevail except where expressly stated otherwise herein.

**ENTER CUSTOMER NAME**

C. Pius Weibel  
Signature

C. Pius Weibel  
Name (please print)

Champaign County Board Chair  
Title

1776 E. Washington St., Urbana IL 61802  
Address

7/27/2007  
Date

**XEROX CORPORATION**

Paul C. Minnis  
Signature

Paul C. Minnis  
Name

Strategic Account Contract  
Title  
manager

4650 E. Haggard Rd.  
Address  
E. Lansing, MI 48823

8/3/07  
Date



## Statement of Work Addendum

Agreement # 703621

Services Defined As Of: 08/01/2007

### Service(s) Provided: Office Services - Full Care: Level 1

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
<p><b>Office Services for Xerox Technology</b></p> <p>Office Services for Xerox Technology combines Help Desk Services with Proactive Device Management and a DocuCare-trained Xerox Account Associate to deliver improved equipment uptime, customer convenience and end-user support for use and management of Xerox branded output devices.</p>		<b>OSF-075</b>
<p><b>Hours of Service Availability</b></p> <p>The Xerox Help Desk is available to receive and process customer calls. The established Help Desk phone number will receive and process all types of requests documented in this Statement of Work during the hours of operation.</p> <p>Beyond these hours, customer calls specifically requesting break-fix Service will continue to be received and processed 24 hours per day. After hours break-fix service may be billable depending on the contract.</p>	<p>General Help Desk Services will be available to the client on the following days of the week: Monday through Friday from 8:00 AM to 8:00 PM Eastern time.</p> <p>Break-Fix Service requests may be called in 24 hours per day.</p>	<b>XHD-101</b>
<p><b>Customer Interface</b></p> <p>The Xerox Account Associate is available to provide contracted services to the client for up to 20 hours per week on-site. The Account Associate is available by phone 40 hours per hours per week.</p>	<p>The Xerox Account Associate is available on call to provide contracted services to the client on the following days of the week:</p> <p>Monday to Friday With standard hours of 8:00am to 12:00pm (<u>except standard Xerox and client holidays.</u>)</p>	<b>AAS-101</b>
<p><b>Proactive Networked Device Management</b></p> <p>Qualified networked Xerox branded-devices are monitored by Xerox technology installed on the Client's network to enable proactive delivery of Services to the point of need. Data such as meter reads, device status, machine consumables, and device out-of-service conditions are collected and enable the onsite Associate or the Help Desk to proactively resolve these conditions and take preventative measures to increase the uptime and availability of networked Xerox devices to the client.</p>	<p>The Client is responsible to provide network access and IT support for the installation of a Xerox server on the Client's network. The devices covered by this Service must be functionally connected to a network, and must be accessible by the Xerox server installed on that network in a single location. The devices on this network may be geographically distributed as long as the Xerox server can access them to perform device monitoring. The Xerox server must</p>	<b>XDM-110</b>

Requests for services above these contracted service levels will be subject to equipment/resource availability.  
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## Statement of Work Addendum

Agreement # 703621

Services Defined As Of: 08/01/2007

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
	also have access to the internet through the customer's firewall in order to transmit device status to the Xerox Help Desk for resolution.	
<p><b>DocuCare Preventative Maintenance</b></p> <p>DocuCare complements the standard equipment break/fix service by providing preventative maintenance services to improve equipment uptime and maintain equipment performance. This service is optimized by the use of Xerox proactive device management technology notifying the Xerox Help Desk and the Account Associate of required preventative actions.</p> <p>DocuCare is available only for selected Xerox product families. A list of equipment covered by DocuCare is maintained separately from this document to accommodate potentially frequent changes to the covered equipment population.</p> <p>DocuCare certified Account Associates will:</p> <ol style="list-style-type: none"> <li>1. Develop and implement a preventative maintenance schedule for identified high-use equipment covered by this agreement.</li> <li>2. Help identify potential equipment service problems before they arise.</li> <li>3. Perform preventative maintenance tasks.</li> <li>4. Maintain an appropriate on-site inventory of parts and consumable supplies.</li> <li>5. When required, serve as an interface to off-site technicians or remote diagnostics.</li> </ol>	<p>DocuCare Services are provided for up to 75 customer-contracted units of Xerox branded equipment.</p> <p>DocuCare Services are provided for the following product families: Xerox Office Products</p> <p>Maximum distance between machines serviced under DocuCare under this agreement is 1.5 miles.</p> <p>Machines serviced under DocuCare are in the following locations: Champaign County Bldgs</p>	<b>BF-220</b>
<p><b>DocuCare Equipment Service</b></p> <p>DocuCare complements the standard equipment break/fix service by providing <i>first responder services</i> to improve equipment uptime and maintain equipment performance. DocuCare equipment service is provided by the onsite Associate during the hours specified in the Customer Interface section of this Statement of Work. DocuCare Service is incremental to the standard Xerox equipment maintenance agreement for break/fix service.</p> <p>The Xerox Help Desk dispatches equipment service calls to the Xerox DocuCare Account Associate as the initial point of contact for resolution.</p> <p>DocuCare certified Account Associates will:</p>		<b>BF-201</b>

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## Statement of Work Addendum

Agreement # 703621

Services Defined As Of: 08/01/2007

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
<ol style="list-style-type: none"> <li>1. Understand common machine fault codes and correct them.</li> <li>2. Diagnose and correct common image quality problems.</li> <li>3. Replace major components in the print engine, fusing subsystem, and paper handling areas of copiers and printers.</li> <li>4. Maintain contracted customer uptime.</li> <li>5. Xerox will maintain a copier/printer service call log for all machines covered by this agreement.</li> <li>6. Promote service technician call avoidance, including use of eService web-based tools that provide self-help, how-to information, troubleshooting guidelines, and other technical resources to resolve problems locally. This requires the Associate to have access to a computer and to the internet at the customer site.</li> <li>7. Initiate web-based service calls to the customer service engineer. This requires the Associate to have access to a computer and to the internet at the customer site.</li> <li>8. Upon completion of a service request, the customer is informed of the resolution to the problem.</li> <li>9. The DocuCare Account Associate will clean equipment and distribute agreed-upon customer inventoried supply items to equipment locations supported under this agreement.</li> </ol>		
<p><b>Supplies Management Support</b></p> <p>Xerox coordinates the inventory and reorder of client replaceable supplies at client agreed-upon locations.</p>	<p>Xerox provides supplies management support for up to 75 devices</p>	<p>AAS-204</p>
<p><b>Key Operator Support</b></p> <p>Xerox replenishes client replaceable supplies and provides light output device maintenance (key-op) at client agreed-upon locations and schedules. (e.g. clean device exterior and clear jams).</p>	<p>Xerox provides key-op support for up to 75 devices</p> <p>Per the following schedule/frequency: As Required</p>	<p>SM-501</p>

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## Statement of Work Addendum

### Agreement # 703621

Services Defined As Of: 08/01/2007

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
<p><b>Help Desk Services – Xerox Branded Devices</b></p> <p>The Xerox Help Desk serves as a point of contact to receive, document, process, and track customer requests for a variety of services related to Xerox branded equipment.</p>		<b>XHD-100</b>
<p><b>Asset Database and Equipment Tracking – Xerox Branded Devices</b></p> <p>Data is collected on the client’s Xerox Branded assets that are covered by the Help Desk Service and recorded in an asset database. This data 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.</p>	<p>The client will provide asset inventory data, or facilitate the collection of asset inventory data such as asset serial number, asset location, customer contact name, contact phone number, address, and special instructions.</p> <p>Xerox will make reasonable efforts to maintain the asset database accuracy. The client will assist this effort by communicating changes to their asset inventory as they occur.</p>	<b>XHD-110</b>
<p><b>Asset Tagging</b></p> <p>Asset tags are created for each asset covered by this Service. The asset tag contains information such as asset serial number and Help Desk phone number.</p>	<p>The client will facilitate the application of asset tags to the assets covered in this Service.</p>	<b>XHD-115</b>
<p><b>Service Call Management – Xerox Branded Devices</b></p> <p>The Help Desk 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 will apply remote Service diagnostics to try to resolve the request directly if possible. If not, the request will be dispatched for onsite resolution.</p>	<p>The client is responsible for providing accurate machine information.</p>	<b>XHD-120</b>
<p><b>Supplies Request Management - Xerox Branded Devices</b></p> <p>The Help Desk receives, tracks, and fulfills customer requests for standard consumable supplies for Xerox Branded devices covered in this Service. All Xerox branded supplies can be ordered through the Help Desk.</p> <p>These supplies may include toner, developer, fuser oil, paper, staples, binding tape, and/or other items.</p>	<p>Supplies not included in the contract will be monitored by the Help Desk and billed back accordingly to the client.</p>	<b>XHD-130</b>

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## Statement of Work Addendum

Agreement # 703621

Services Defined As Of: 08/01/2007

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
<p><b>Equipment Add / Change Management - Xerox Branded devices</b></p> <p>The Help Desk receives and facilitates requests for new Xerox Branded Equipment or upgrades to existing equipment.</p>		XHD-140
<p><b>Equipment Move Management - Xerox Branded devices</b></p> <p>The Help Desk receives, logs, and processes requests to relocate Xerox Branded Equipment covered in this agreement. The client will be responsible for any applicable move costs incurred for client requested and approved equipment moves.</p>	Client will be responsible to provide network and IT support if required.	XHD-150
<p><b>End User Support</b></p> <p>The Help Desk answers end user questions about the features, functions, and operation of Xerox Branded devices. The Help Desk will also answer or facilitate resolution of all Xerox related questions or concerns. The Help Desk may dispatch the onsite Associate to provide end user assistance if necessary.</p>		XHD-160
<p><b>Meter Read Services</b></p> <p>Xerox facilitates gathering of meter reads and submits meter reads to the billing process.</p> <p>Xerox delivers the meter read report to client specified contacts and client specified vendors.</p>	Xerox gathers meter reads for up to 75 devices.	CE-207
<p><b>Reporting</b></p> <p>Reporting provides client print volume and usage trends. Reporting may be customized to meet new client requirements if mutually agreed upon by both parties.</p>	<p>Xerox will provide client reporting on a monthly basis. The Client Account Manager will develop and document a reporting communication schedule with the key customer account contact.</p> <p>If a device is not visible on the network – reporting may be impacted. Client will assist in re-connecting the device to ensure accurate reporting.</p>	AAS-601

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## Statement of Work Addendum

Agreement # 703621

Services Defined As Of: 08/01/2007

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code <sup>1</sup>
<p><b>Account Review</b></p> <p>Xerox holds operations reviews with the client to:</p> <ol style="list-style-type: none"><li>1. Review reporting results, services performance against objectives, outstanding issues, and other agreed-upon agenda items.</li><li>2. Review opportunities for improvement.</li></ol>	<p>Account reviews will be scheduled and conducted with the client on an agreed-upon schedule.</p>	<p><b>CE-604</b></p>
<p><b>Customer Satisfaction Survey</b></p> <p>The client will receive regular customer satisfaction surveys. Surveys are used to measure equipment, personnel, and managed services satisfaction.</p>	<p>Xerox Services administers customer satisfaction surveys via a 3<sup>rd</sup> Party on an annual basis.</p> <p>Local end user surveys are administered on an agreed-upon schedule.</p>	<p><b>AAS-700</b></p>

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## Statement of Work Addendum

Agreement # 703621

Services Defined As Of: 08/01/2007

### Management Services

The following Management Services are included as part of the Services to be provided pursuant to this Agreement.

#### Account Configuration

The Xerox location at the client site is configured with a mix of people, process, equipment, software and networking to achieve the contracted service levels.

#### Human Resources

Xerox manages these aspects of human resources – employee sourcing and selection, training, back-up coverage, and employee development / performance improvement.

#### Materials Management

Xerox manages the ordering, receipt, handling, and storage of supplies and replacement parts for systems, as contracted.

#### Account Marketing

Xerox communicates the capabilities of the managed service to client departments and maintains client awareness so that services may be rendered where and when needed.

#### Equipment Service

Xerox manages and performs equipment service as contracted.

#### Technology Support

Xerox technology specialists are available, as contracted, to support ongoing technical needs and troubleshoot operational issues.

#### Technology Management

Xerox manages its document services hardware and software technology as contracted, proposing additional technology acquisitions, as required, to meet customer's needs.

#### Operations Management

Xerox manages the services operation, including people, processes, and technology, to assure operational service as contracted.

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**Statement of Work Addendum****Agreement # 7037621**

Services Defined As Of: 08/01/2007

**Standards of Performance****Definitions:**

1. **Service Response Time:** The time the Service Technician takes to respond on site (or by phone if on site not required) to the DocuCare Associate or Client initiated service request.
2. **Downtime:** Downtime shall mean the number of Contracted Period of Coverage hours in any calendar month during which an item of Equipment, maintained hereunder, is completely inoperative (cannot make prints/copies) during the month and such inoperability is not due to misuse, fire, or using the Equipment in a manner other than was intended.
3. **Downtime Calculation:** Downtime is calculated from the point in time when Xerox receives the service request for Equipment that cannot make prints/copies until such time as the Equipment is operating per Xerox specifications. Downtime includes machine-repair time and response time when the Equipment is completely inoperative. Downtime excludes preventive maintenance, Equipment move time, time consumed in producing usable prints/copies and maintenance service rendered due to user misuse.
4. **Target Response Time:** A standard response time for a particular product, which is determined by the Xerox Service Organization.
5. **Equipment "Availability Hours":** The number of Contracted Period of Coverage hours per calendar month that the Xerox Owned Xerox Brand Equipment may be available for use
6. **Contracted Period of Coverage hours** shall mean 8:00 am to 5:00 pm local time Monday through Friday (except Xerox celebrated holidays).
7. **Product Family:** Equipment classification based upon standard market segments/product family (e.g.; FAX, Digital Office, Digital Departmental). Service Response Time will be calculated for each Product Family. For example, a fleet of 50- WCP245's, 35- PRO600F's and 10- DC3535's would have a Response Time for the WCP245 (4 hrs) and separate Response Times for the PRO600F (8 hrs) and DC3535 (3.5 hrs).

**Assumptions:**

1. The Service Configuration Parameters ("Parameters") set forth in this Statement of Work ("SOW") have been agreed to by the parties and have been used by the parties to configure resources that are estimated to be sufficient to adequately support the scale and scope of the Service and to meet the Standards of Performance ("SOP") set forth herein for such Service. Xerox shall use reasonable efforts to meet service requests that exceed any maximums stated in the Parameters; provided, however, the failure to meet such service requests shall not constitute a breach by Xerox hereunder. If the scale and scope of any Service consistently exceeds the resources estimated by the parties to be adequate for such Service, the parties may meet to discuss appropriate actions to address the situation.
2. This SOW (and its SOP) applies to Office Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.

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## Statement of Work Addendum

Agreement # 7037621

Services Defined As Of: 08/01/2007

Performance Criteria	Measurement	Description	Calculation
Average Technical Service Response Time by Product family	95% Achievement of Target Response Time	The average amount of time between the DocuCare or Client initiated service call and the arrival of the Service Technician at the site.	<p>The measurement for Average Technical Service Response Time by Product Family is calculated by dividing the <b>Target Response Time</b> by the <b>Average Service Response Time ("ASRT")</b>.</p> <p><b>Example using WCP245 family products:</b></p> <ul style="list-style-type: none"><li>• <b>Target Response Time</b> is the Xerox standardized response time for the WCP245 product family.</li><li>• <b>ASRT</b> is measured by dividing the <b>Sum of all WCP245 Service Call Response Times</b> (this is done by adding up the total response times for all WCP245 family products) by the <b>Total Number of Service Calls on the WCP245</b> pieces of equipment.</li></ul> <ul style="list-style-type: none"><li>• <b>Target Response Time</b> for WCP245 = 4 hours</li><li>• <b>Sum of WCP245 Service Call Response Times</b> = 49 hours</li><li>• <b>Total Number of Service Calls on WCP245</b> = 12</li></ul> <p>= 4 hours / (49 hours/12 calls) = 4 / 4.08 = 97.9% Achievement of Target Response Time</p> <p>Note: Average Service Response Time is measured for the entire product family and is calculated on a quarterly basis.</p>

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Statement of Work Addendum

Agreement # 7037621

Services Defined As Of: 08/01/2007

Performance Criteria	Measurement	Description	Calculation
Equipment Uptime ("Availability Hours")	95% Three Month Rolling Average Uptime	The three month rolling average percentage that the equipment is available for use within the Contracted Period of Coverage.	<p>The measurement for Equipment Uptime is calculated by dividing the (<b>Availability Hours – Equipment Downtime</b>) by <b>the Availability Hours</b>.</p> <ul style="list-style-type: none"> <li>• <b>Equipment Downtime</b> is the <b>Total Service Response Time</b> plus <b>Machine-Repair Time</b> (excludes normal interrupts, e.g. lunch)               <ul style="list-style-type: none"> <li>- <b>Total Service Response Time</b> is the actual time the technician arrived on site minus the time the initial service call was placed if the machine is in a "down" (cannot make prints or copies) condition.</li> <li>- <b>Machine-Repair Time</b> is the time it takes the technician to repair the machine to be operational.</li> </ul> </li> <li>• <b>Availability Hours</b> is the contracted period of coverage for that machine. (Equal to the total number of working days per month times 8 hours for each shift.) Example. One shift for month of March with no holidays = 8 hours x 21 days = 168 hours.</li> </ul> <p><b>EXAMPLE</b></p> <p>Equipment Downtime = (Response Time + Repair Time)</p> <p><b>Total Service Response Time: 4 hours</b></p> <p><b>Machine Repair Time: 1 hour</b></p> <p>Equipment Downtime = (4 + 1) = 5</p> <p>Availability Hours: 21 x 8 = 168 Hours</p> <p>(168 – 5) / 168 = 97% Equipment Uptime</p> <p>Note: Availability Hours is calculated for the entire fleet of machines (multiply Contracted Period of Coverage hours by total number of machines) on a 3 month rolling average.</p>

END OF STATEMENT OF WORK FOR OFFICE SERVICES – FULL CARE

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**POOL PLAN AGREEMENT**

**Pool Invoice Summary Bill to Address**

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1176 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61801-4418

MSO Contract #: 7037621-001  
 Pool ID #: 31923  
 Meter Reconciliation: Monthly  
 Modification to existing Pool  
 Modification effective date: \_\_\_\_\_  
 Pool Description: Champaign County  
 Pools Addendum/Addenda for Pool IDs: \_\_\_\_\_

**Equipment Included**

As of the date of this Agreement, there are 48 units of equipment which constitute the Pool as shown on the attached Pool Detail Summary. These units are currently physically installed or pending delivery to one or more of your locations. The units will be as set forth in the Pooling Plan Agreement Terms and Conditions.

**Pool Price Information**

Total Unit Pool Minimum	\$	11,397.08
Pool Prints Included		625,500
Excess Print Charge	\$	0.0064

**THE POOL PLAN AGREEMENT** ("PPA"), including the Pool Detail Summary, and if applicable, the Additional Pools Addendum and the PPA Terms and Conditions, modifies the Managed Services Agreement ("MSA"), including the applicable Managed Services Order ("MSO"), entered into between Customer and Xerox and identified by its ten (10) digit number on the PPA. The Pool shall be governed by the terms of the MSA, MSO and PPA. The PPA Terms and Conditions will be issued with each PPA for a new (or group of new) Pool(s) created under a MSO and will govern all subsequent modifications to said Pool(s). This PPA and the MSA and MSO constitute the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this PPA, the MSA and MSO shall remain as stated. In the event of a conflict between the terms of the MSA and MSO and this PPA, this PPA shall control.

**Agreement Presented By:**

Xerox Name: Susan Denby Phone: (217)786-3505

FOR AUTHORIZED HQ INTERNAL USE ONLY:

Accepted: \_\_\_\_\_ Xerox Corporation

By: \_\_\_\_\_  
*(Signature of Authorized Signer)*

Title: \_\_\_\_\_ Date: 7/27/2007

Workup: 499246 8/7/2007 22:41:37

www.xerox.com

<b>CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 4 PAGES INCLUDING THIS FACE PAGE)</b>	
Auth. Signer Name: Denny Inman	
<i>(Please Print Name of Authorized Signer)</i>	
Signature: X <u>Denny Inman (alb)</u>	Date: 8/8/07
<i>(Signature of Authorized Signer)</i>	
Auth. Signer Title: County Administrator	Phone: (217)384-3776
E-Mail: _____	

**POOL DETAIL SUMMARY**

**Pool Invoice Summary Bill to Address**

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1176 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61801-4418

**Pool Information**

Pool ID 31923  
 Pool Description Champaign County  
 Meter Reconciliation Monthly  
 Prints Included 625,500  
 Pool Monthly Charge 11,397.08  
 Excess Print Charge 0.0064

**Unit Detail Information**

	New Unit	Market Code	Prints Included	Serial Number	Unit Pool Minimum Charge
1	x	WCP90	72,000		803.10
2	x	WC265H	18,000		293.35
3	x	WC265H	18,000		293.35
4	x	WC265H	18,000		293.35
5	x	WC245H	10,500		215.25
6	x	WC265H	18,000		293.35
7	x	WC245H	10,500		215.25
8	x	WC245H	10,500		215.25
9	x	WC238H	8,000		187.92
10	x	WC238H	8,000		187.92
11	x	WC245H	10,500		215.25
12	x	WC128	3,500		113.35
13	x	WC128	3,500		113.35
14	x	WCP90	72,000		738.93
15	x	WCP90	72,000		738.93
16	x	WC265H	18,000		293.35
17	x	CC265H	18,000		264.63
18	x	WC245H	10,500		215.25
19	x	WC245H	10,500		215.25
20	x	WC265H	18,000		293.35
21	x	WC245H	10,500		215.25
22	x	WC245H	10,500		215.25
23	x	WC245H	10,500		215.25
24	x	WC238H	8,000		187.92
25	x	WCP128	3,500		124.63
26	x	WC238H	8,000		187.92
27	x	WC238H	8,000		187.92
28	x	WC238H	8,000		187.92
29	x	CC238H	8,000		174.63
30	x	WC238H	8,000		187.92
31	x	WC238H	8,000		187.92
32	x	WC238H	8,000		187.92
33	x	WCP128	3,500		124.63
34	x	WCP128	3,500		124.63
35	x	WCP128	3,500		124.63
36	x	WCP128	3,500		124.63
37	x	WCP128	3,500		124.63
38	x	WCP128	3,500		124.63
39	x	WC128	3,500		102.07
40	x	WC245H	10,500		215.25
41	x	WC245H	10,500		215.25
42	x	WC7345P	7,000		230.65
43	x	WC7655P	18,000		495.97
44	x	WC7345P	7,000		230.65
45	x	WC7345P	7,000		230.65
46	x	WC7345P	7,000		230.65
47	x	WCP128	3,500		124.63
48	x	WC128	3,500		113.35





## **Pool Plan Agreement Terms and Conditions**

Any term not defined below for this Pool Plan Agreement ("PPA") shall be defined as set forth in the MSA.

**1. DEFINITIONS.** When used in this Agreement, the following terms will have these meanings:

- a. "MSO EPC" means the Charge Per Print Above Minimum established for the Equipment in the MSO.
- b. "Period" means the Meter Reconciliation Period set forth on the PPA. Only one Period can be chosen for a Pool.
- c. "Pool" means a pricing arrangement of two (2) or more units of Equipment of like product groups.
- d. "Pool EPC" means the charge for prints made in excess of the number of the total Pool Prints Included in the Pool.
- e. "Pooled Equipment" means the Equipment included in a Pool.
- f. "Pool ID" means the identification number assigned to a Pool.
- g. "Pool Prints Included" means the total of Prints Included set forth on the Summary.
- h. "PPA (Additional Pools) Addendum" means the document included with a PPA for the purpose of establishing one or more additional Pools at the time an initial Pool is established.
- i. "Prints Included" means the prints included in the UPMC for the Equipment's primary meter.
- j. "Quarterly" means calendar quarters of three consecutive months beginning in January, April, July and October
- k. "Summary" means the Pool Detail Summary that provides the detail for the Pooled Equipment, including the UPMC and Prints Included for each unit of Pooled Equipment. A Summary will be issued with each modification to a Pool.
- l. "Total Unit Pool Minimum Charge" (or "TUPMC") means the total of the UPMCs set forth on the Summary. The TUPMC will be included as part of the Total Monthly Minimum Charge shown on the MSO.
- m. "UPMC" means the monthly Unit Pool Minimum Charge.

**2. POOL PLAN.** Each Pool will be identified by a Pool ID, and its Pooled Equipment will contribute solely to that Pool. Multiple Pools may exist under a MSO. Addition or removal of non-metered Equipment or any accessories shall affect only the UPMC and TUPMC.

**3. PRICING.** The pricing for a Pool is based on Equipment that is physically installed or pending delivery under an Order. A Pool's TUPMC, Pool Prints Included and Pool EPC will be revised as Equipment is added or removed from that Pool. Unless the Pool Pricing is fixed, Xerox may annually adjust the UPMCs and Pool EPC, each such adjustment not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of Customer's annual contract cycles).

**4. BILLING.** For each Pool, the TUPMC, Pool Prints Included and the Pool EPC will be based on the Pooled Equipment that is physically installed. A unit of Pooled Equipment that has exceeded its Prints Included will be billed its Pool EPCs on a pro rata basis. Payment terms are as specified in the MSA. The parties agree that Xerox shall send all bills for the Pooled Equipment to the address indicated on the PPA.

**5. QUARTERLY RECONCILIATION.** If the Period chosen is Quarterly, each month Customer will be billed for the TUPMC. The number of Pool Prints Included will count towards a Quarterly Minimum Volume (calculated as three times the Pool Prints Included). At the end of each Quarter, Xerox will bill the prints a unit of Pooled Equipment produced in excess of its Quarterly Minimum Volume. Xerox will bill the Pool for partial quarters on a pro rata basis, based on a 30-day billing month.

**6. TAXES.** Customer shall be responsible for any and all applicable Taxes as described in the MSA. Taxes for UPMCs and individual EPCs will be based upon the location of the applicable unit of Pooled Equipment.

**7. POOL PLAN CREATION AND MODIFICATIONS.** The Pool commencement date shall be (i) the date a PPA is accepted by Xerox, or (ii) the installation date of newly placed unit(s) of Pooled Equipment at the inception of the Pool, whichever is later. The TUPMC and Pool Prints Included will be billed on a pro rata basis for partial Periods of install. Each new Pool and any

modifications to it requires execution of a PPA or PPA (Additional Pools) whichever is applicable.

- a. **NEW POOL OR ADDITIONS TO POOL.** If a Pool is created or if Equipment is added to a Pool (i) on or before the middle of a Period, the Equipment will be invoiced using the Pool EPC in effect at the end of that Period, or (ii) on or after the middle of a Period, the Equipment will be invoiced using its MSO EPC in effect at the end of that Period.
- b. **REMOVALS FROM POOL.** If Equipment is removed from a Pool (i) on or before the middle of a Period, the Equipment will be invoiced using the Pool EPC in effect at the end of the previous Period, or (ii) on or after the middle of a Period, the Equipment will be invoiced based on Pool EPC in effect at the end of that Period. When a unit of Pooled Equipment is removed from a Pool and continues under its MSO, it shall revert to its MSO EPC beginning on the first day of the Period following its removal from the Pool.
- c. **TERMINATION OF A POOL.** Either party may terminate a Pool upon thirty (30) days prior written notice. A modification resulting in less than two (2) units in the Pool shall be a termination of the Pool. If a Pool is terminated (a) on or before the middle of a Period and the Equipment is removed, the Equipment will be invoiced using its Pool EPC in effect at the end of the previous Period and if the Equipment continues under its MSO it will be invoiced using its MSO EPC in effect at the end of the previous period or (b) on or after the middle of a Period, the Equipment will be invoiced based on Pool EPC in effect at the time of termination. Equipment that continues under its MSO shall revert to its MSO EPC beginning on the first day of the Period following termination of a Pool.
- d. **TRANSFERRING POOLED EQUIPMENT FROM ONE POOL TO ANOTHER POOL.** If Pooled Equipment is transferred to a different Pool (i) on or before the middle of a Period, the Equipment will be invoiced for the entire Period using the receiving Pool EPC in effect at the end of that Period, or (ii) on or after the middle of a Period, the Equipment will be invoiced for the entire Period using the originating Pool EPC in effect at the end of the previous Period. Beginning the 1<sup>st</sup> day of the Period following the transfer, the Pooled Equipment will be invoiced using its new Pool EPC.

**8. EQUIPMENT TERMINATION.** If a unit of Pooled Equipment is terminated and removed from a Pool and terminated from the MSO, Customer will be invoiced for the unit as set forth in this PPA and will also be responsible for any other applicable charges as set forth the MSA and any addenda or attachments thereto.

**Managed Services Order (“MSO”) #: 7037621-001**

**Issued Per Managed Services Agreement (“MSA”) # 7037621**

- Attached PO #s
- Sales Tax Exemption Certificate Attached

Customer Legal Name (Bill to)	COUNTY OF CHAMPAIGN	Other Addenda / Attachments in this MSO:	
Name Overflow (if needed)	C/O XBS	<input checked="" type="checkbox"/> 52573	
Street Address		<input checked="" type="checkbox"/> Pooling Addendum	
Address Overflow (if needed)	1176 E WASHINGTON		
Box# / Routing			
City, State Zip Code	URBANA, IL 61801-4418		
Tax ID #	E9998-5942-04		

**\$14,549.08 Total Monthly Minimum Charge for the items ordered in this MSO\***  
 \*Applicable Print Charges will be billed as set forth in the MSO Details  
**\$0.00 Total Price for One Time items ordered in this MSO (additional to Monthly Minimum Charges in this MSO)**

**Services Provided:**

DOCUCARE & BREAK/FIX SERVICE MANAGEMENT

## MSO DETAILS

### Xerox Equipment/Software Included in MSO:

Equipment / Software Listing	Prints Included in Minimum				Charge Per Print Above Minimum (Staples included for Equipment with a stapling feature)				Term Mos	Cust Req Install Date	Fixed Price	Std Sup Inc	Pur Opt	Rep. Mod. Prior XRX Agrmt	No Svc	Prev Inst
	Meter 1	Meter 2	Meter 3	Meter 4	Meter 1	Meter 2	Meter 3	Meter 4								
WCP90	72,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC265H	18,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC265H	18,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC265H	18,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC265H	18,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC238H	8,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC238H	8,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WCP90	72,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WCP90	72,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC265H	18,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
CC265H	18,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC265H	18,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC238H	8,000	0	0	0	.0064	.0000	.0000	.0000	60	08/27/07	x	x	FMV			
WCP128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/27/07	x	x	FMV			
WC238H	8,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC238H	8,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC238H	8,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
CC238H	8,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC238H	8,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC238H	8,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC238H	8,000	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WCP128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WCP128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WCP128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WCP128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WCP128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WCP128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC245H	10,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
WC7345P	7,000	0	0	0	.0064	.0890	.0000	.0000	60	08/22/07	x	x	FMV			
WC7655P	18,000	0	0	0	.0064	.0890	.0000	.0000	60	08/27/07	x	x	FMV			
WC7345P	7,000	0	0	0	.0064	.0890	.0000	.0000	60	08/22/07	x	x	FMV			
WC7345P	7,000	0	0	0	.0064	.0890	.0000	.0000	60	08/22/07	x	x	FMV			
WC7345P	7,000	0	0	0	.0064	.0890	.0000	.0000	60	08/22/07	x	x	FMV			
WCP128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/27/07	x	x	FMV			
WC128	3,500	0	0	0	.0064	.0000	.0000	.0000	60	08/08/07	x	x	FMV			
<b>SUBTOTAL</b>	<b>625,500</b>	<b>0</b>	<b>0</b>	<b>0</b>												

Xerox Quoted Offerings and/or Services	Term Mos	Fixed Price
075 XOS Packaged Services - Full Care - Level 1 (25-75 units) - Region B	60	☒

**TOTAL MONTHLY MINIMUM CHARGE**

**\$14,549.08**

Trade-In Allowance Detail

Manufacturer	Model/Serial #	Final Principal Payment #	Allowance
XEROX	DC490ST/CTF020998	49	\$0.00
XEROX	DC470ST/NE0136203	49	\$0.00
XEROX	WCP65/MRN016730	49	\$0.00
XEROX	DC545DC/FWT019840	49	\$0.00
XEROX	DC440ST/NG4147141	49	\$0.00
XEROX	DC545DC/FWT019446	49	\$0.00
XEROX	DC545DC/FWT020897	49	\$0.00
XEROX	DC425ST/EYF018963	49	\$0.00
XEROX	DC535DC/FWK005303	49	\$0.00
XEROX	DC425ST/EYF019281	49	\$0.00
XEROX	DC425ST/EYF018584	49	\$0.00
XEROX	DC425DC/EYC019789	49	\$0.00
XEROX	DC420DC/NL2036455	49	\$0.00
XEROX	DC490ST/CTF021271	49	\$0.00
XEROX	WCP90/MTE020079	49	\$0.00
XEROX	DC545DC/FWT021364	49	\$0.00
XEROX	DC545DC/FWT020957	49	\$0.00
XEROX	DC545DC/FWT018052	49	\$0.00
XEROX	DC545DC/FWT020922	49	\$0.00
XEROX	DC545DC/FWT018414	49	\$0.00
XEROX	DC545DC/FWT020282	49	\$0.00
XEROX	CC45/NWL109860	49	\$0.00
XEROX	DC535DC/FWK006556	49	\$0.00
XEROX	DC535DC/FWK006942	49	\$0.00
XEROX	DC432ST/NG3200219	49	\$0.00
XEROX	CC35/MYP004025	49	\$0.00
XEROX	DC535DC/FWK006557	49	\$0.00
XEROX	DC425ST/EYF018793	49	\$0.00
XEROX	DC432ST/NG3200335	49	\$0.00
XEROX	DC425ST/EYF018523	49	\$0.00
XEROX	DC425ST/EYF018871	49	\$0.00
XEROX	DC425ST/EYF019127	49	\$0.00
XEROX	DC425ST/EYF019443	49	\$0.00
XEROX	DC425ST/EYF019606	49	\$0.00
XEROX	DC425ST/EYF019257	49	\$0.00
XEROX	WCM15/PDG157885	43	\$0.00
XEROX	WC24/RLU593537	41	\$0.00
XEROX	DC440DC/NN0127264	49	\$0.00
XEROX	DC555DC/FWT020415	49	\$0.00
XEROX	DC440DC/NN0002073	49	\$0.00
		<b>Total Allowance</b>	<b>\$0.00</b>

The Services and Products identified in this Order ("MSO") are subject solely to the terms of either (1) the identified Managed Services Agreement ("MSA") under which this MSO is issued, its addenda, attachments and exhibits, the addenda/attachments of the MSO and the Statement(s) of Work issued under this MSO or (2) to the terms of Xerox's standard form MSA, its addenda, attachments and exhibits, the addenda/attachments of the MSO or the Statement(s) of Work to the extent the subject matter relating to the Services and Products identified on this MSO is not addressed in the identified MSA or MSO.

Agreement Presented By:

Xerox Name: Susan Denby Phone: (217)786-3505  
FOR AUTHORIZED HQ INTERNAL USE ONLY:  
By: \_\_\_\_\_  
*(Signature of Authorized Signer)*  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Workup # (A) 499246 8/8/2007 09:18:31

www.xerox.com

<b><u>CUSTOMER ACKNOWLEDGES RECEIPT OF THIS MSO</u></b>	
<b><u>(CONSISTING OF 4 PAGES)</u></b>	
Auth. Signer Name:	<u>Denny Inman</u>
Signature: X	<u><i>Denny Inman</i></u> <small><i>(Please Print Name of Authorized Signer)</i></small>
Auth. Signer Title:	<u>County Administrator</u> Date: <u>8/8/07</u>
E-Mail:	Phone: <u>(217)384-3776</u>

**MANAGED SERVICES ORDER**  
**ANNUAL BILLING RECONCILIATION ADDENDUM**



**THIS ADDENDUM** ("Addendum") amends the provisions of Managed Services Order to which it is attached (the "MSO") issued pursuant to the terms and conditions of the Managed Services Agreement existing between Customer and Xerox as follows:

- 1. ANNUAL BILLING RECONCILIATION.** Each month Customer will be billed for the then-current Monthly Minimum Charge(s) under an Order. The number of "Prints Included in Minimum" will count towards an Annual Minimum Volume (calculated as twelve (12) times the Prints Included in Minimum). At the end of each "Annual Period", (defined as the twelve (12) consecutive months beginning in January), Xerox will bill Customer for impressions produced in excess of the Annual Minimum Volume, at the Charge Per Print Above Minimum set forth in an Order. In the event that the total number of impressions produced in an Annual Period is less than the Annual Minimum Volume, Customer agrees to pay the Annual Minimum Volume. Xerox will bill Customer for partial months or Annual Periods on a pro rata basis.

Except as set forth in this Addendum, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, the Addendum will control.

52573



**THIS ADDENDUM** ("Addendum") amends the provisions of Managed Services Order to which it is attached (the "MSO") issued pursuant to the terms and conditions of the Managed Services Agreement existing between Customer and Xerox as follows:

- 1. ANNUAL BILLING RECONCILIATION.** Each month Customer will be billed for the then-current Monthly Minimum Charge(s) under an Order. The number of "Prints Included in Minimum" will count towards an Annual Minimum Volume (calculated as twelve (12) times the Prints Included in Minimum). At the end of each "Annual Period", (defined as the twelve (12) consecutive months beginning in January), Xerox will bill Customer for impressions produced in excess of the Annual Minimum Volume, at the Charge Per Print Above Minimum set forth in an Order. In the event that the total number of impressions produced in an Annual Period is less than the Annual Minimum Volume, Customer agrees to pay the Annual Minimum Volume. Xerox will bill Customer for partial months or Annual Periods on a pro rata basis.

Except as set forth in this Addendum, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, the Addendum will control.

52573

**POOL PLAN AGREEMENT**

**Pool Invoice Summary Bill to Address**

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1776 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61802-4578

MSO Contract #: 7037621-001  
 Pool ID #: 31923  
 Meter Reconciliation: Annual  
 Modification to existing Pool  
 Modification effective date: 8/24/2007  
 Pool Description: Champaign County  
 Pools Addendum/Addenda for Pool IDs:

**Equipment Included**

As of the date of this Agreement, there are 49 units of equipment which constitute the Pool as shown on the attached Pool Detail Summary. These units are currently physically installed or pending delivery to one or more of your locations. The units will be as set forth in the Pooling Plan Agreement Terms and Conditions.

**Pool Price Information**

Total Unit Pool Minimum	\$	12,290.08
Pool Prints Included		621,500
Excess Print Charge	\$	0.0064

**THE POOL PLAN AGREEMENT** ("PPA"), including the Pool Detail Summary, and if applicable, the Additional Pools Addendum and the PPA Terms and Conditions, modifies the Managed Services Agreement ("MSA"), including the applicable Managed Services Order ("MSO"), entered into between Customer and Xerox and identified by its ten (10) digit number on the PPA. The Pool shall be governed by the terms of the MSA, MSO and PPA. The PPA Terms and Conditions will be issued with each PPA for a new (or group of new) Pool(s) created under a MSO and will govern all subsequent modifications to said Pool(s). This PPA and the MSA and MSO constitute the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this PPA, the MSA and MSO shall remain as stated. In the event of a conflict between the terms of the MSA and MSO and this PPA, this PPA shall control.

**Agreement Presented By:**

Xerox Name: Susan Denby Phone: (217)786-3505

FOR AUTHORIZED HQ INTERNAL USE ONLY:

Accepted: \_\_\_\_\_ Xerox Corporation

By: \_\_\_\_\_  
*(Signature of Authorized Signer)*

Title: \_\_\_\_\_ Date: 9/25/2007

Workup: 594279 10/4/2007 18:22:10

www.xerox.com

**CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 3 PAGES INCLUDING THIS FACE PAGE)**

Auth. Signer Name: Deb Busey

*(Please Print Name of Authorized Signer)*

Signature: X Deb Busey Date: 10-15-07  
*(Signature of Authorized Signer)*

Auth. Signer Title: County Administrator Phone: (217)384-3776

E-Mail: \_\_\_\_\_

**POOL DETAIL SUMMARY**

**Pool Invoice Summary Bill to Address**

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1776 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61802-4578

**Pool Information**

Pool ID 31923  
 Pool Description Champaign County  
 Meter Reconciliation Annual  
 Prints Included 621,500  
 Pool Monthly Charge 12,290.08  
 Excess Print Charge 0.0064

**Unit Detail Information**

	New Unit	Market Code	Prints Included	Serial Number	Unit Pool Minimum Charge
1		WCP90	72,000	MTE030532	803.10
2		WC265H	18,000	UTU835322	328.47
3		WC265H	18,000	UTU835644	293.35
4		WC265H	18,000	UTU835319	328.47
5		WC245H	10,500	UTV182694	255.04
6		WC265H	18,000	UTU835425	328.47
7		WC245H	10,500	UTV182634	250.37
8		WC245H	10,500	UTV182629	219.91
9		WC238H	8,000	URT824613	227.71
10		WC238H	8,000	URT822331	192.58
11		WC245H	10,500	UTV182611	255.04
12		WC128	3,500	TFW029000	113.35
13		WC128	3,500	TFW028791	113.35
14		WCP90	72,000	MTE030592	738.93
15		WCP90	72,000	MTE030587	854.93
16		WC265H	18,000	UTU835403	328.47
17		CC265H	18,000	UTU836041	264.63
18		WC245H	10,500	UTV182663	250.37
19		WC245H	10,500	UTV182622	215.25
20		WC245H	10,500	UTV182684	250.37
21		WC245H	10,500	UTV182664	215.25
22		WC245H	10,500	UTV182717	215.25
23		WC238H	8,000	URT824649	227.71
24		WCP128	3,500	TFW029010	124.63
25		WC238H	8,000	URT824523	187.92
26		WC238H	8,000	URT824490	187.92
27		WC238H	8,000	URT823581	187.92
28		CC238H	8,000	URT822370	174.63
29		WC238H	8,000	URT824608	187.92
30		WC238H	8,000	URT823661	187.92
31		WC238H	8,000	URT824582	187.92
32		WCP128	3,500	TFW080381	124.63
33		WCP128	3,500	TFW079603	124.63
34		WCP128	3,500	TFW080482	124.63
35		WCP128	3,500	TFW080493	124.63
36		WCP128	3,500	TFW080465	124.63
37		WCP128	3,500	TFW029003	124.63
38		WC128	3,500	TFW028492	102.07
39		WC245H	10,500	UTV182774	215.25
40		WC245H	10,500	UTV182620	255.04
41		WC7345P	7,000	FKA615080	230.65
42		WC7655P	18,000	VDR541222	495.97
43		WC7345P	7,000	FKA462829	230.65
44		WC7345P	7,000	FKA614809	230.65
45		WC7345P	7,000	FKA614811	230.65
46		WCP128	3,500	TFW028867	124.63
47		WC128	3,500	TFW028575	136.75
48	x	WC7345P	7,000		296.42
49	x	WC7345P	7,000		296.42

**Units Removed from Pool 31923**

Serial Number	Market Code
	WC265H

Workup: 594279

10/4/2007 18:22:10

**Managed Services Order ("MSO") #: 7037621-001**

**Issued Per Managed Services Agreement ("MSA") # 7037621**

- Attached PO #s
- Sales Tax Exemption Certificate Attached

Customer Legal Name (Bill to)	COUNTY OF CHAMPAIGN	Other Addenda / Attachments in this MSO:	
Name Overflow (if needed)	C/O XBS	<input checked="" type="checkbox"/> Annual Reconciliation	
Street Address		<input checked="" type="checkbox"/> Pooling Addendum	
Address Overflow (if needed)	1776 E WASHINGTON		
Box# / Routing			
City, State Zip Code	URBANA, IL 61802-4578		
Tax ID #	E9998-5942-04		

**\$1,186.35 Total Monthly Minimum Charge for the items ordered in this MSO\***  
 \*Applicable Print Charges will be billed as set forth in the MSO Details  
**\$0.00 Total Price for One Time items ordered in this MSO (additional to Monthly Minimum Charges in this MSO)**

**Services Provided:**

DOCUCARE & BREAK/FIX SERVICE MANAGEMENT

## MSO DETAILS

### Xerox Equipment/Software Included in MSO:

Equipment / Software Listing	Prints Included in Minimum				Charge Per Print Above Minimum				Term Mos	Cust Req Install Date	Fixed Price	Std Sup Inc	Pur Opt	Rep. Mod. Prior XRX Agrmt	No Svc	Prev Inst
	Meter 1	Meter 2	Meter 3	Meter 4	Meter 1	Meter 2	Meter 3	Meter 4								
WC7345P	7,000	0	0	0	.0084	.0890	.0000	.0000	58	10/15/07	x	x	FMV			
WC7345P	7,000	0	0	0	.0084	.0890	.0000	.0000	58	10/15/07	x	x	FMV			
UTV182620:: 200ENVKIT:: WC- WP245:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
UTV182684:: WC- WP245:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
TFW028575: 23- 28FAX::	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
UTU835319:: WC- WP265:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
UTU835403:: WC- WP265:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
UTV182611:: 200ENVKIT:: WC- WP245:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
URT824649:: 200ENVKIT:: WC- WP238:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
URT824613:: 200ENVKIT:: WC- WP238:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
UTV182629:: 200ENVKIT::	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
UTV182694:: 200ENVKIT:: WC- WP245:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
UTU835322:: WC- WP265:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
UTV182663:: WC- WP245:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/04/07	x		FMV	x		
MTE030587:: PRO- FIN90::	0	0	0	0	.0000	.0000	.0000	.0000	57	10/22/07	x		FMV	x		
UTU835425:: WC- WP265:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/22/07	x		FMV	x		
UTV182634:: WC- WP245:	0	0	0	0	.0000	.0000	.0000	.0000	57	10/22/07	x		FMV	x		
URT822331:: 200ENVKIT::	0	0	0	0	.0000	.0000	.0000	.0000	57	10/22/07	x		FMV	x		
<b>SUBTOTAL</b>	<b>14,000</b>	<b>0</b>	<b>0</b>	<b>0</b>												

**TOTAL MONTHLY MINIMUM CHARGE**

**\$1,186.35**

The Services and Products identified in this Order ("MSO") are subject solely to the terms of either (1) the identified Managed Services Agreement ("MSA") under which this MSO is issued, its addenda, attachments and exhibits, the addenda/attachments of the MSO and the Statement(s) of Work issued under this MSO or (2) to the terms of Xerox's standard form MSA, its addenda, attachments and exhibits, the addenda/attachments of the MSO or the Statement(s) of Work to the extent the subject matter relating to the Services and Products identified on this MSO is not addressed in the identified MSA or MSO.

Agreement Presented By:

Xerox Name: Susan Denby Phone: (217)786-3505

FOR AUTHORIZED HQ INTERNAL USE ONLY:

By: \_\_\_\_\_  
*(Signature of Authorized Signer)*

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

Workup # (A) 594279 10/4/2007 18:28:58

www.xerox.com

<b>CUSTOMER ACKNOWLEDGES RECEIPT OF THIS MSO</b> <b>(CONSISTING OF 3 PAGES)</b>	
Auth. Signer Name:	<u>Deb Busey</u>
<i>(Please Print Name of Authorized Signer)</i>	
Signature: X	<u><i>Deb Busey</i></u>
Date:	<u>10-15-07</u>
Auth. Signer Title:	<u>County Administrator</u>
Phone:	<u>(217)384-3776</u>
E-Mail:	_____

**POOL PLAN AGREEMENT**

**Pool Invoice Summary Bill to Address**

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1776 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61802-4578

MSO Contract #: 7037621-001  
 Pool ID #: 31923  
 Meter Reconciliation: Annual  
 Modification to existing Pool  
 Modification effective date: 10/15/2007  
 Pool Description: Champaign County  
 Pools Addendum/Addenda for Pool IDs:

**Equipment Included**

As of the date of this Agreement, there are 49 units of equipment which constitute the Pool as shown on the attached Pool Detail Summary. These units are currently physically installed or pending delivery to one or more of your locations. The units will be as set forth in the Pooling Plan Agreement Terms and Conditions.

**Pool Price Information**

Pool Prints Included	607,500
Excess Print Charge	\$ 0.0064

THE POOL PLAN AGREEMENT ("PPA"), including the Pool Detail Summary, and if applicable, the Additional Pools Addendum and the PPA Terms and Conditions, modifies the Managed Services Agreement ("MSA"), including the applicable Managed Services Order ("MSO"), entered into between Customer and Xerox and identified by its ten (10) digit number on the PPA. The Pool shall be governed by the terms of the MSA, MSO and PPA. The PPA Terms and Conditions will be issued with each PPA for a new (or group of new) Pool(s) created under a MSO and will govern all subsequent modifications to said Pool(s). This PPA and the MSA and MSO constitute the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this PPA, the MSA and MSO shall remain as stated. In the event of a conflict between the terms of the MSA and MSO and this PPA, this PPA shall control.

**Agreement Presented By:**

Xerox Name: Susan Denby Phone: (217)786-3505

FOR AUTHORIZED HQ INTERNAL USE ONLY:

Accepted: \_\_\_\_\_ Xerox Corporation

By: \_\_\_\_\_  
*(Signature of Authorized Signer)*

Date: 9/25/2007

Workup: 594279

10/30/2007 12:51:48

www.xerox.com

<b>CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 3 PAGES INCLUDING THIS FACE PAGE)</b>	
Auth. Signer Name: Deb Busey	
<i>(Please Print Name of Authorized Signer)</i>	
Signature: X <u>Deb Busey</u>	Date: 11-1-07
<i>(Signature of Authorized Signer)</i>	
Phone: (217)384-3776	
E-Mail: _____	



## POOL DETAIL SUMMARY

### Pool Invoice Summary Bill to Address

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1776 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61802-4578

### Pool Information

Pool ID 31923  
 Pool Description Champaign County  
 Meter Reconciliation Annual  
 Prints Included 607,500  
 Excess Print Charge 0.0064

### Unit Detail Information

	New Unit	Market Code	Serial Number
1		WC7345P	FKA462829
2		WC7345P	FKA614809
3		WC7345P	FKA614811
4		WC7345P	FKA615080
5		WCP90	MTE030532
6		WCP90	MTE030587
7		WCP90	MTE030592
8		WC128	TFW028492
9		WC128	TFW028575
10		WC128	TFW028791
11		WCP128	TFW028867
12		WC128	TFW029000
13		WCP128	TFW029003
14		WCP128	TFW029010
15		WCP128	TFW079603
16		WCP128	TFW080381
17		WCP128	TFW080465
18		WCP128	TFW080482
19		WCP128	TFW080493
20		WC238H	URT822331
21		CC238H	URT822370
22		WC238H	URT823581
23		WC238H	URT823661
24		WC238H	URT824490
25		WC238H	URT824523
26		WC238H	URT824582
27		WC238H	URT824608
28		WC238H	URT824613
29		WC238H	URT824649
30		WC265H	UTU835319
31		WC265H	UTU835322
32		WC265H	UTU835403
33		WC265H	UTU835425
34		WC265H	UTU835644
35		CC265H	UTU836041
36		WC245H	UTV182611
37		WC245H	UTV182620
38		WC245H	UTV182622
39		WC245H	UTV182629
40		WC245H	UTV182634
41		WC245H	UTV182663
42		WC245H	UTV182664
43		WC245H	UTV182684
44		WC245H	UTV182694
45		WC245H	UTV182717
46		WC245H	UTV182774
47		WC7655P	VDR541222
48	x	WC7345P	
49	x	WC7345P	



**Managed Services Order (“MSO”) #: 7037621-001**

**Issued Per Managed Services Agreement (“MSA”) # 7037621**

- Attached PO #s
- Sales Tax Exemption Certificate Attached

Customer Legal Name (Bill to)	COUNTY OF CHAMPAIGN	Other Addenda / Attachments in this MSO:	
Name Overflow (if needed)	C/O XBS	<input checked="" type="checkbox"/> Annual Reconciliation	
Street Address		<input checked="" type="checkbox"/> Pooling Addendum	
Address Overflow (if needed)	1776 E WASHINGTON		
Box# / Routing			
City, State Zip Code	URBANA, IL 61802-4578		
Tax ID #	E9998-5942-04		

**\$1,037.35 Total Monthly Minimum Charge for the items ordered in this MSO\***

\*Applicable Print Charges will be billed as set forth in the MSO Details

**\$0.00 Total Price for One Time items ordered in this MSO (additional to Monthly Minimum Charges in this MSO)**

**Services Provided:**

DOCUCARE & BREAK/FIX SERVICE MANAGEMENT

# MSO DETAILS

**Xerox Equipment/Software Included in MSO:**

Equipment / Software Listing	Prints Included in Minimum				Charge Per Print Above Minimum				Term Mos	Cust Req Install Date	Fixed Price	Std Sup Inc	Pur Opt	Rep. Mod. Prior XRX Agrmt	No Svc	Prev Inst
	Meter 1	Meter 2	Meter 3	Meter 4	Meter 1	Meter 2	Meter 3	Meter 4								
WC7345P	0	0	0	0	.0084	.0890	.0000	.0000	58	10/30/07	x	x	FMV			
WC7345P	0	0	0	0	.0084	.0890	.0000	.0000	58	10/30/07	x	x	FMV			
UTV182620::: WC-WP245:	0	0	0	0	.0000	.0000	.0000	.0000	56	11/05/07	x		FMV	x		
UTV182684::: WC-WP245:	0	0	0	0	.0000	.0000	.0000	.0000	56	11/01/07	x		FMV	x		
TFW028575: 23-28FAX: :	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
UTU835319::: WC-WP265:	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
UTU835403::: WC-WP265:	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
UTV182611::: 200ENVKIT::: WC-WP245:	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
URT824649::: 200ENVKIT::: WC-WP238:	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
URT824613::: 200ENVKIT::: WC-WP238:	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
UTV182629::: 200ENVKIT::: :	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
UTV182694::: 200ENVKIT::: WC-WP245:	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
UTU835322::: WC-WP265:	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
UTV182663::: WC-WP245:	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
MTE030587::: PRO-FIN90: :	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
UTU835425::: WC-WP265:	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
UTV182634::: WC-WP245:	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
URT822331::: 200ENVKIT::: :	0	0	0	0	.0000	.0000	.0000	.0000	56	10/31/07	x		FMV	x		
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>												

**TOTAL MONTHLY MINIMUM CHARGE**

**\$1,037.35**

The Services and Products identified in this Order ("MSO") are subject solely to the terms of either (1) the identified Managed Services Agreement ("MSA") under which this MSO is issued, its addenda, attachments and exhibits, the addenda/attachments of the MSO and the Statement(s) of Work issued under this MSO or (2) to the terms of Xerox's standard form MSA, its addenda, attachments and exhibits, the addenda/attachments of the MSO or the Statement(s) of Work to the extent the subject matter relating to the Services and Products identified on this MSO is not addressed in the identified MSA or MSO.

Agreement Presented By:

Xerox Name: Susan Denby Phone: (217)786-3505

FOR AUTHORIZED HQ INTERNAL USE ONLY:

By: \_\_\_\_\_  
*(Signature of Authorized Signer)*

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

Workup # (A) 594279

11/1/2007 13:25:29

www.xerox.com

<u>CUSTOMER ACKNOWLEDGES RECEIPT OF THIS MSO</u>	
<u>(CONSISTING OF 3 PAGES)</u>	
Auth. Signer Name:	<u>Deb Busey</u>
Signature: X	<u><i>Deb Busey</i></u> <small>(Please Print Name of Authorized Signer)</small>
Date:	<u>11-1-07</u>
Phone:	<u>(217)384-3776</u>
E-Mail:	_____



Managed Services Order ("MSO") #: 7037621-001

### POOL PLAN AGREEMENT

#### Pool Invoice Summary Bill to Address

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1176 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61801-4418

MSO Contract #: 7037621-001  
 Pool ID #: 31923  
 Meter Reconciliation: Annual  
 Modification to existing Pool  
 Modification effective date: 12/1/2007  
 Pool Description: Champaign County  
 Pools Addendum/Addenda for Pool IDs:

#### Equipment Included

As of the date of this Agreement, there are 55 units of equipment which constitute the Pool as shown on the attached Pool Detail Summary. These units are currently physically installed or pending delivery to one or more of your locations. The units will be as set forth in the Pooling Plan Agreement Terms and Conditions.

#### Pool Price Information

Pool Prints Included	598,500
Excess Print Charge	\$ 0.0061

THE POOL PLAN AGREEMENT ("PPA"), including the Pool Detail Summary, and if applicable, the Additional Pools Addendum and the PPA Terms and Conditions, modifies the Managed Services Agreement ("MSA"), including the applicable Managed Services Order ("MSO"), entered into between Customer and Xerox and identified by its ten (10) digit number on the PPA. The Pool shall be governed by the terms of the MSA, MSO and PPA. The PPA Terms and Conditions will be issued with each PPA for a new (or group of new) Pool(s) created under a MSO and will govern all subsequent modifications to said Pool(s). This PPA and the MSA and MSO constitute the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this PPA, the MSA and MSO shall remain as stated. In the event of a conflict between the terms of the MSA and MSO and this PPA, this PPA shall control.

Agreement Presented By:  
 Xerox Name: Susan Denby Phone: (217)786-3505  
 FOR AUTHORIZED HQ INTERNAL USE ONLY  
 Accepted: Xerox Corporation  
 By: \_\_\_\_\_  
 (Signature of Authorized Signer)  
 Date: 12/7/2007  
 Workup: 645945 1/9/2008 16:54:25  
 www.xerox.com

<b>CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 3 PAGES INCLUDING THIS FACE PAGE)</b>	
Auth. Signer Name: <del>Denny Imtan</del> <u>Debra Busey</u>	(Please Print Name of Authorized Signer)
Signature: <u>X! Debra Busey</u>	Date: <u>1-11-2008</u>
	(Signature of Authorized Signer)
E-Mail: <u>dbusey@co.champaign.il.us</u>	Phone: (217)384-3776



### POOL DETAIL SUMMARY

#### Pool Invoice Summary Bill to Address

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1176 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61801-4418

#### Pool Information

Pool ID 31923  
 Pool Description Champaign County  
 Meter Reconciliation Annual  
 Prints Included 598,500  
 Excess Print Charge 0.0061

#### Unit Detail Information

	New Unit	Market Code	Serial Number
1		WCP90	MTE030532
2		WC265H	UTU835322
3		WC265H	UTU835644
4		WC265H	UTU835319
5		WC245H	UTV182694
6		WC265H	UTU835425
7		WC245H	UTV182634
8		WC245H	UTV182629
9		WC238H	URT824613
10		WC238H	URT822331
11		WC245H	UTV182611
12		WC128	TFW029000
13		WC128	TFW028791
14		WCP90	MTE030592
15		WCP90	MTE029854
16		WC265H	UTU835403
17		CC265H	UTU836041
18		WC245H	UTV182663
19		WC245H	UTV182622
20		WC245H	UTV182684
21		WC245H	UTV182664
22		WC245H	UTV182717
23		WC238H	URT824649
24		WCP128	TFW029010
25		WC238H	URT824523
26		WC238H	URT824490
27		WC238H	URT823581
28		CC238H	URT822370
29		WC238H	URT824608
30		WC238H	URT823661
31		WC238H	URT824582
32		WCP128	TFW080381
33		WCP128	TFW079603
34		WCP128	TFW080482
35		WCP128	TFW080493
36		WCP128	TFW080465
37		WCP128	TFW029003
38		WC128	TFW028492
39		WC245H	UTV182774
40		WC245H	UTV182620
41		WC7345P	FKA615080
42		WC7655P	VDR541222
43		WC7345P	FKA462829
44		WC7345P	FKA614809
45		WC7345P	FKA614811
46		WCP128	TFW028867
47		WC128	TFW028575
48		WC7345P	FKA618705
49		WC7345P	FKA618702
50	x	W5645PT	
51	x	W5645PT	
52	x	W5645PT	

53	x	W5645PT	
54	x	W5645PT	
55	x	W5645PT	WTD713678

**Units Removed from Pool 31923**

Serial Number	Market Code
	WC245
	WC245
	WC245
	WC245
	WC245
	W5645PT
	W5645PT
	W5645PT
	W5645PT
	W5645PT
	W5645PT

Workup: 645945

1/9/2008 16:54:25



**Managed Services Order ("MSO") #: 7037621-001**

**Issued Per Managed Services Agreement ("MSA") # 7037621**

Attached PO #s  
 Sales Tax Exemption Certificate Attached

Customer Legal Name (Bill to)	COUNTY OF CHAMPAIGN	Other Addenda / Attachments in this MSO:	
Name Overflow (if needed)	C/O XBS	<input checked="" type="checkbox"/> Annual	
Street Address		<input checked="" type="checkbox"/> Pooling Addendum	
Address Overflow (if needed)	1176 E WASHINGTON		
Box# / Routing			
City, State Zip Code	URBANA, IL 61801-4418		
Tax ID #	E9998-5942-04		

**\$1,599.48 Total Monthly Minimum Charge for the items ordered in this MSO\***

\*Applicable Print Charges will be billed as set forth in the MSO Details

**\$0.00 Total Price for One Time items ordered in this MSO (additional to Monthly Minimum Charges in this MSO)**

**Services Provided:**

DocuCare & Break-Fix Management

## MSO DETAILS

### Xerox Equipment/Software Included in MSO:

Equipment / Software Listing	Prints Included in Minimum				Charge Per Print Above Minimum				Term Mos	Cust Req Install Date	Fixed Price	Std Sup Inc	Pur Opt	Rep. Mod. Prior XRX Agrmt	No Svc	Prev Inst
	Meter 1	Meter 2	Meter 3	Meter 4	Meter 1	Meter 2	Meter 3	Meter 4								
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	01/09/08	x	x	FMV			
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	01/09/08	x	x	FMV			
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	01/09/08	x	x	FMV			
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	01/09/08	x	x	FMV			
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	01/09/08	x	x	FMV			
WTD713678: W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	01/09/08	x	x	FMV			
<b>SUBTOTAL</b>	<b>63,000</b>	<b>0</b>	<b>0</b>	<b>0</b>												

### TOTAL MONTHLY MINIMUM CHARGE

**\$1,599.48**

#### Trade-In Allowance Detail

Manufacturer	Model/Serial #	Final Principal Payment #	Allowance
LEXMARK	T632/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
<b>Total Allowance</b>			<b>\$0.00</b>

The Services and Products identified in this Order ("MSO") are subject solely to the terms of either (1) the identified Managed Services Agreement ("MSA") under which this MSO is issued, its addenda, attachments and exhibits, the addenda/attachments of the MSO and the Statement(s) of Work issued under this MSO or (2) to the terms of Xerox's standard form MSA, its addenda, attachments and exhibits, the addenda/attachments of the MSO or the Statement(s) of Work to the extent the subject matter relating to the Services and Products identified on this MSO is not addressed in the identified MSA or MSO.

#### Agreement Presented By:

Xerox Name: Susan Denby Phone: (217)786-3505

FOR AUTHORIZED HQ INTERNAL USE ONLY:

By: \_\_\_\_\_  
(Signature of Authorized Signer)

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

Workup # (A) 645945

1/9/2008 17:54:59

www.xerox.com

#### CUSTOMER ACKNOWLEDGES RECEIPT OF THIS MSO

(CONSISTING OF 2 PAGES)

Auth. Signer Name: ~~Denny Inman~~ Debra Bussey  
(Please Print Name of Authorized Signer)

Signature: X Debra Bussey Date: 1-11-2008

E-Mail: dbusey@co.champaign.il.us Phone: (217)384-3776

**Managed Services Order (“MSO”) #: 7037621-001**

**Issued Per Managed Services Agreement (“MSA”) # 7037621**

- Attached PO #s
- Sales Tax Exemption Certificate Attached

Customer Legal Name (Bill to)	COUNTY OF CHAMPAIGN	Other Addenda / Attachments in this MSO:
Name Overflow (if needed)	C/O XBS	<input checked="" type="checkbox"/> Annual Reconciliation
Street Address		<input checked="" type="checkbox"/> Pooling Addendum
Address Overflow (if needed)	1776 E WASHINGTON	
Box# / Routing		
City, State Zip Code	URBANA, IL 61802-4578	
Tax ID #	E9998-5942-05	

**\$1,367.98 Total Monthly Minimum Charge for the items ordered in this MSO\***

\*Applicable Print Charges will be billed as set forth in the MSO Details

**\$0.00 Total Price for One Time items ordered in this MSO (additional to Monthly Minimum Charges in this MSO)**

**Services Provided:**

DOCUCARE & BREAK/FIX SERVICE MANAGEMENT

# MSO DETAILS

## Xerox Equipment/Software Included in MSO:

Equipment / Software Listing	Prints Included in Minimum				Charge Per Print Above Minimum				Term Mos	Cust Req Install Date	Fixed Price	Std Sup Inc	Pur Opt	Rep. Mod. Prior XRX Agrmt	No Svc	Prev Inst
	Meter 1	Meter 2	Meter 3	Meter 4	Meter 1	Meter 2	Meter 3	Meter 4								
URT824608 :: 200ENVKIT ::	0	0	0	0	.0000	.0000	.0000	.0000	56	11/30/07	x		FMV	x		
WC245	10,500	0	0	0	.0064	.0000	.0000	.0000	57	11/22/07	x	x	FMV			
WC245	10,500	0	0	0	.0064	.0000	.0000	.0000	57	11/22/07	x	x	FMV			
WC245	10,500	0	0	0	.0060	.0000	.0000	.0000	57	11/22/07	x	x	FMV			
WC245	10,500	0	0	0	.0064	.0000	.0000	.0000	57	11/22/07	x	x	FMV			
WC245	10,500	0	0	0	.0064	.0000	.0000	.0000	57	11/22/07	x	x	FMV			
WC245	10,500	0	0	0	.0064	.0000	.0000	.0000	57	11/22/07	x	x	FMV			
<b>SUBTOTAL</b>	<b>63,000</b>	<b>0</b>	<b>0</b>	<b>0</b>												

## TOTAL MONTHLY MINIMUM CHARGE

**\$1,367.98**

### Trade-In Allowance Detail

Manufacturer	Model/Serial #	Final Principal Payment #	Allowance
LEXMARK	T632/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
<b>Total Allowance</b>			<b>\$0.00</b>

The Services and Products identified in this Order ("MSO") are subject solely to the terms of either (1) the identified Managed Services Agreement ("MSA") under which this MSO is issued, its addenda, attachments and exhibits, the addenda/attachments of the MSO and the Statement(s) of Work issued under this MSO or (2) to the terms of Xerox's standard form MSA, its addenda, attachments and exhibits, the addenda/attachments of the MSO or the Statement(s) of Work to the extent the subject matter relating to the Services and Products identified on this MSO is not addressed in the identified MSA or MSO.

### Agreement Presented By:

Xerox Name: Susan Denby Phone: (217)786-3505

FOR AUTHORIZED HQ INTERNAL USE ONLY:

By: \_\_\_\_\_  
(Signature of Authorized Signer)

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

Workup # (A) 356336

11/9/2007 21:04:18

www.xerox.com

### CUSTOMER ACKNOWLEDGES RECEIPT OF THIS MSO

(CONSISTING OF 2 PAGES)

Auth. Signer Name: Deb Busey

Signature: X \_\_\_\_\_ (Please Print Name of Authorized Signer)

Date: 11-12-2007

Phone: (217)384-3776

E-Mail: \_\_\_\_\_

# POOL PLAN AGREEMENT

## Pool Invoice Summary Bill to Address

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1776 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61802-4578

MSO Contract #: 7037621-001  
 Pool ID #: 31923  
 Meter Reconciliation: Annual  
 Modification to existing Pool  
 Modification effective date: 11/5/2006  
 Pool Description: Champaign County  
 Pools Addendum/Addenda for Pool IDs:

## Equipment Included

As of the date of this Agreement, there are 55 units of equipment which constitute the Pool as shown on the attached Pool Detail Summary. These units are currently physically installed or pending delivery to one or more of your locations. The units will be as set forth in the Pooling Plan Agreement Terms and Conditions.

## Pool Price Information

Pool Prints Included	706,500
Excess Print Charge	\$ 0.0064

**THE POOL PLAN AGREEMENT** ("PPA"), including the Pool Detail Summary, and if applicable, the Additional Pools Addendum and the PPA Terms and Conditions, modifies the Managed Services Agreement ("MSA"), including the applicable Managed Services Order ("MSO"), entered into between Customer and Xerox and identified by its ten (10) digit number on the PPA. The Pool shall be governed by the terms of the MSA, MSO and PPA. The PPA Terms and Conditions will be issued with each PPA for a new (or group of new) Pool(s) created under a MSO and will govern all subsequent modifications to said Pool(s). This PPA and the MSA and MSO constitute the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this PPA, the MSA and MSO shall remain as stated. In the event of a conflict between the terms of the MSA and MSO and this PPA, this PPA shall control.

Agreement Presented By:  
 Xerox Name: Susan Denby Phone: (217)786-3505  
 FOR AUTHORIZED HQ INTERNAL USE ONLY:  
 Accepted: \_\_\_\_\_ Xerox Corporation  
 By: \_\_\_\_\_  
*(Signature of Authorized Signer)*  
 Date: 11/2/2007  
 Workup: 356336 11/9/2007 13:23:10  
 www.xerox.com

<b>CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 3 PAGES INCLUDING THIS FACE PAGE)</b>	
Auth. Signer Name: <u>Deb Busey</u>	
<i>(Please Print Name of Authorized Signer)</i>	
Signature: <u>X Deb Busey</u>	Date: <u>11-12-2007</u>
<i>(Signature of Authorized Signer)</i>	
E-Mail: _____	
Phone: <u>(217)384-3776</u>	

## POOL DETAIL SUMMARY

### Pool Invoice Summary Bill to Address

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1776 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61802-4578

### Pool Information

Pool ID 31923  
 Pool Description Champaign County  
 Meter Reconciliation Annual  
 Prints Included 706,500  
 Excess Print Charge 0.0064

### Unit Detail Information

	New Unit	Market Code	Serial Number
1		WC7345P	FKA462829
2		WC7345P	FKA614809
3		WC7345P	FKA614811
4		WC7345P	FKA615080
5		WCP90	MTE030532
6		WCP90	MTE030587
7		WCP90	MTE030592
8		WC128	TFW028492
9		WC128	TFW028575
10		WC128	TFW028791
11		WCP128	TFW028867
12		WC128	TFW029000
13		WCP128	TFW029003
14		WCP128	TFW029010
15		WCP128	TFW079603
16		WCP128	TFW080381
17		WCP128	TFW080465
18		WCP128	TFW080482
19		WCP128	TFW080493
20		WC238H	URT822331
21		CC238H	URT822370
22		WC238H	URT823581
23		WC238H	URT823661
24		WC238H	URT824490
25		WC238H	URT824523
26		WC238H	URT824582
27		WC238H	URT824608
28		WC238H	URT824613
29		WC238H	URT824649
30		WC265H	UTU835319
31		WC265H	UTU835322
32		WC265H	UTU835403
33		WC265H	UTU835425
34		WC265H	UTU835644
35		CC265H	UTU836041
36		WC245H	UTV182611
37		WC245H	UTV182620
38		WC245H	UTV182622
39		WC245H	UTV182629
40		WC245H	UTV182634
41		WC245H	UTV182663
42		WC245H	UTV182664
43		WC245H	UTV182684
44		WC245H	UTV182694
45		WC245H	UTV182717
46		WC245H	UTV182774
47		WC7655P	VDR541222
48		WC7345P	
49		WC7345P	
50	x	WC245	
51	x	WC245	
52	x	WC245	
53	x	WC245	

54	x	WC245	
55	x	WC245	

Workup: 356336

11/9/2007 13:23:10

**MANAGED SERVICES ORDER  
ANNUAL BILLING RECONCILIATION ADDENDUM**



**THIS ADDENDUM** ("Addendum") amends the provisions of Managed Services Order to which it is attached (the "MSO") issued pursuant to the terms and conditions of the Managed Services Agreement existing between Customer and Xerox as follows:

- 1. ANNUAL BILLING RECONCILIATION.** Each month Customer will be billed for the then-current Monthly Minimum Charge(s) under an Order. The number of "Prints Included in Minimum" will count towards an Annual Minimum Volume (calculated as twelve (12) times the Prints Included in Minimum). At the end of each "Annual Period", (defined as the twelve (12) consecutive months beginning in January), Xerox will bill Customer for impressions produced in excess of the Annual Minimum Volume, at the Charge Per Print Above Minimum set forth in an Order. In the event that the total number of impressions produced in an Annual Period is less than the Annual Minimum Volume, Customer agrees to pay the Annual Minimum Volume. Xerox will bill Customer for partial months or Annual Periods on a pro rata basis.

Except as set forth in this Addendum, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, the Addendum will control.

52573



# MSO DETAILS

## Xerox Equipment/Software Included in MSO:

Equipment / Software Listing	Prints Included in Minimum				Charge Per Print Above Minimum				Term Mos	Cust Req Install Date	Fixed Price	Std Sup Inc	Pur Opt	Rep. Mod. Prior XRX Agrmt	No Svc	Prev Inst
	Meter 1	Meter 2	Meter 3	Meter 4	Meter 1	Meter 2	Meter 3	Meter 4								
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	12/24/07	x	x	FMV			
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	12/24/07	x	x	FMV			
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	12/24/07	x	x	FMV			
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	12/24/07	x	x	FMV			
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	12/24/07	x	x	FMV			
W5645PT	10,500	0	0	0	.0064	.0000	.0000	.0000	56	12/24/07	x	x	FMV			
<b>SUBTOTAL</b>	<b>63,000</b>	<b>0</b>	<b>0</b>	<b>0</b>												

**TOTAL MONTHLY MINIMUM CHARGE**

**\$1,599.48**

Trade-In Allowance Detail

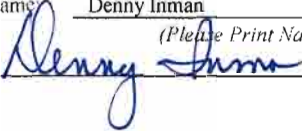
Manufacturer	Model/Serial #	Final Principal Payment #	Allowance
LEXMARK	T632/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
LEXMARK	T520/	0	\$0.00
<b>Total Allowance</b>			<b>\$0.00</b>

The Services and Products identified in this Order ("MSO") are subject solely to the terms of either (1) the identified Managed Services Agreement ("MSA") under which this MSO is issued, its addenda, attachments and exhibits, the addenda/attachments of the MSO and the Statement(s) of Work issued under this MSO or (2) to the terms of Xerox's standard form MSA, its addenda, attachments and exhibits, the addenda/attachments of the MSO or the Statement(s) of Work to the extent the subject matter relating to the Services and Products identified on this MSO is not addressed in the identified MSA or MSO.

Agreement Presented By:

Xerox Name: Susan Denby Phone: (217)786-3505  
 FOR AUTHORIZED HQ INTERNAL USE ONLY:  
 By: \_\_\_\_\_  
 (Signature of Authorized Signer)  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Workup # (A) 573284 12/4/2007 13:42:28

www.xerox.com

<b>CUSTOMER ACKNOWLEDGES RECEIPT OF THIS MSO</b>	
<b>(CONSISTING OF 2 PAGES)</b>	
Auth. Signer Name: <u>Denny Inman</u>	(Please Print Name of Authorized Signer)
Signature: X <u></u>	Date: <u>12.7.07</u>
E-Mail: _____	Phone: <u>(217)384-3776</u>

**Managed Services Order (“MSO”) #: 7037621-001**

**Issued Per Managed Services Agreement (“MSA”) # 7037621**

- Attached PO #s
- Sales Tax Exemption Certificate Attached

Customer Legal Name (Bill to)	COUNTY OF CHAMPAIGN	Other Addenda / Attachments in this MSO:	
Name Overflow (if needed)	C/O XBS	<input checked="" type="checkbox"/> Annual Reconciliation	
Street Address		<input checked="" type="checkbox"/> Pooling Addendum	
Address Overflow (if needed)	1176 E WASHINGTON		
Box# / Routing			
City, State Zip Code	URBANA, IL 61801-4418		
Tax ID #	E9998-5942-04		

**\$1,599.48 Total Monthly Minimum Charge for the items ordered in this MSO\***  
 \*Applicable Print Charges will be billed as set forth in the MSO Details  
**\$0.00 Total Price for One Time items ordered in this MSO (additional to Monthly Minimum Charges in this MSO)**

**Services Provided:**

DocuCare & Break-Fix Management

**POOL PLAN AGREEMENT**

**Pool Invoice Summary Bill to Address**

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1176 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61801-4418

MSO Contract #: 7037621-001  
 Pool ID #: 31923  
 Meter Reconciliation: Annual  
 Modification to existing Pool  
 Modification effective date: 8/1/2007  
 Pool Description: Champaign County  
 Pools Addendum/Addenda for Pool IDs:

**Equipment Included**

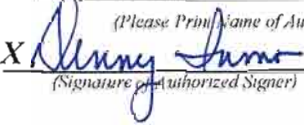
As of the date of this Agreement, there are 61 units of equipment which constitute the Pool as shown on the attached Pool Detail Summary. These units are currently physically installed or pending delivery to one or more of your locations. The units will be as set forth in the Pooling Plan Agreement Terms and Conditions.

**Pool Price Information**

Pool Prints Included	778,500
Excess Print Charge	\$ 0.0064

**THE POOL PLAN AGREEMENT ("PPA")**, including the Pool Detail Summary, and if applicable, the Additional Pools Addendum and the PPA Terms and Conditions, modifies the Managed Services Agreement ("MSA"), including the applicable Managed Services Order ("MSO"), entered into between Customer and Xerox and identified by its ten (10) digit number on the PPA. The Pool shall be governed by the terms of the MSA, MSO and PPA. The PPA Terms and Conditions will be issued with each PPA for a new (or group of new) Pool(s) created under a MSO and will govern all subsequent modifications to said Pool(s). This PPA and the MSA and MSO constitute the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this PPA, the MSA and MSO shall remain as stated. In the event of a conflict between the terms of the MSA and MSO and this PPA, this PPA shall control.

**Agreement Presented By:**  
 Xerox Name: Susan Denby Phone: (217)786-3505  
 FOR AUTHORIZED HQ INTERNAL USE ONLY:  
 Accepted: \_\_\_\_\_ Xerox Corporation  
 By: \_\_\_\_\_  
(Signature of Authorized Signer)  
 Date: 7/27/2007  
 Workup: 573284 12/4/2007 13:38:49  
 www.xerox.com

<b>CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 3 PAGES INCLUDING THIS FACE PAGE)</b>	
Auth. Signer Name: <u>Denny Inman</u>	
<small>(Please Print Name of Authorized Signer)</small>	
Signature: <u>X </u>	Date: <u>12.7.07</u>
<small>(Signature of Authorized Signer)</small>	
E-Mail: _____	Phone: <u>(217)384-3776</u>

**POOL DETAIL SUMMARY**

**Pool Invoice Summary Bill to Address**

Full Legal Name COUNTY OF CHAMPAIGN  
 Customer's Name C/O XBS  
 DBA/Name Overflow (if req'd)  
 Street Address 1176 E WASHINGTON  
 Box#/Routing  
 City, State URBANA, IL  
 Zip Code 61801-4418

**Pool Information**

Pool ID 31923  
 Pool Description Champaign County  
 Meter Reconciliation Annual  
 Prints Included 778,500  
 Excess Print Charge 0.0064

**Unit Detail Information**

	New Unit	Market Code	Serial Number
1		WCP90	MTE030532
2		WC265H	UTU835322
3		WC265H	UTU835644
4		WC265H	UTU835319
5		WC245H	UTV182694
6		WC265H	UTU835425
7		WC245H	UTV182634
8		WC245H	UTV182629
9		WC238H	URT824613
10		WC238H	URT822331
11		WC245H	UTV182611
12		WC128	TFW029000
13		WC128	TFW028791
14		WCP90	MTE030592
15		WCP90	MTE030587
16		WC265H	UTU835403
17		CC265H	UTU836041
18		WC245H	UTV182663
19		WC245H	UTV182622
20		WC245H	UTV182684
21		WC245H	UTV182664
22		WC245H	UTV182717
23		WC238H	URT824649
24		WCP128	TFW029010
25		WC238H	URT824523
26		WC238H	URT824490
27		WC238H	URT823581
28		CC238H	URT822370
29		WC238H	URT824608
30		WC238H	URT823661
31		WC238H	URT824582
32		WCP128	TFW080381
33		WCP128	TFW079603
34		WCP128	TFW080482
35		WCP128	TFW080493
36		WCP128	TFW080465
37		WCP128	TFW029003
38		WC128	TFW028492
39		WC245H	UTV182774
40		WC245H	UTV182620
41		WC7345P	FKA615080
42		WC7655P	VDR541222
43		WC7345P	FKA462829
44		WC7345P	FKA614809
45		WC7345P	FKA614811
46		WCP128	TFW028867
47		WC128	TFW028575
48		WC245	
49		WC245	
50		WC245	
51		WC245	
52		WC245	
53		WC245	

54		WC7345P	FKA618705
55		WC7345P	FKA618702
56	x	W5645PT	
57	x	W5645PT	
58	x	W5645PT	
59	x	W5645PT	
60	x	W5645PT	
61	x	W5645PT	

Workup: 573284

12/4/2007 13:38:49

Customer: COUNTY OF CHAMPAIGN

Bill To: COUNTY OF CHAMPAIGN  
C/O XBS

1776 E Washington  
Urbana, IL 61802-4578

Tax ID#: on file

Install: COUNTY OF CHAMPAIGN  
CIRCUIT CLERK

101 E Main  
Urbana, IL 61801-2703

**SSPA**  
**EXCELLENCE**  
IN SERVICE OPERATIONS  
**2008**



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### Solution

Item	Product Description	Agreement Information	Requested Install Date
1.	<b>W5645PT (W5645 PRINTER/4T)</b> - Cpy/pnt/scn Cntrl A - Embedded Fax-1 Line - Envelope Insert Kit - Office Finisher	<b>No Risk Promotion</b> Period: 60 days Price: \$900.00 Purchase Price: \$14,688.00	7/2/2008
2.	<b>W5645PT (W5645 PRINTER/4T)</b> - Cpy/pnt/scn Cntrl A - Embedded Fax-1 Line - Envelope Insert Kit - Office Finisher	<b>No Risk Promotion</b> Period: 60 days Price: \$900.00 Purchase Price: \$14,688.00	7/2/2008
3.	<b>W5645PT (W5645 PRINTER/4T)</b> - Cpy/pnt/scn Cntrl A - Embedded Fax-1 Line - Envelope Insert Kit - Office Finisher	<b>No Risk Promotion</b> Period: 60 days Price: \$900.00 Purchase Price: \$14,688.00	7/2/2008
<b>Total Purchase Amount</b>		<b>\$46,764.00 (Excluding Applicable Taxes)</b>	

### Maintenance Pricing

Item	Monthly Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W5645PT	\$0.00	1: Total	All Prints	\$0.0129	- Term: 12 Months - Consumable Supplies Included for all prints - Pricing Fixed for Term

### Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 6 pages including this face page.</p>		<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p>	
<p>Signer: Denny Inman Signature: <i>Denny Inman</i></p>	<p>Phone: (217)384-3776 Date: <u>6/12/08</u></p>	<p><b>Susan Denby</b> (217)786-3505 For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a></p>	



### Maintenance Pricing (Cont'd)

Item	Monthly Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
2. W5645PT	\$0.00	1: Total	All Prints	\$0.0129	<ul style="list-style-type: none"> <li>- Term: 12 Months</li> <li>- Consumable Supplies Included for all prints</li> <li>- Pricing Fixed for Term</li> </ul>
3. W5645PT	\$0.00	1: Total	All Prints	\$0.0129	<ul style="list-style-type: none"> <li>- Term: 12 Months</li> <li>- Consumable Supplies Included for all prints</li> <li>- Pricing Fixed for Term</li> </ul>
Total	\$0.00	Minimum Payments (Excluding Applicable Taxes)			

**Introductory Pricing**

As a part of this agreement, you are receiving special Introductory Pricing. For Products identified as "No Risk", you shall have the right to cancel without penalty if you notify Xerox in writing that you do not wish to acquire any of these items prior to the expiration of the No Risk Period.

<b>Monthly Minimum Pricing Summary for all 3 items to be installed at this location during the 2 Month Introductory Period</b>			
	Month 1	Month 2	Full Amount
No Risk	\$2,700.00	\$0.00	N/A
<b>Total</b>	<b>\$2,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Introductory Pricing Detail for Each Applicable Item**

Item	Contract Months	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
			Meter	Volume Band	Per Print Rate	
1. W5645PT	60 days (No Risk)	Included	N/A	N/A	N/A	- Full Service Maintenance Included for all prints - Consumable Supplies Purchased Separately
2. W5645PT	60 days (No Risk)	Included	N/A	N/A	N/A	- Full Service Maintenance Included for all prints - Consumable Supplies Purchased Separately
3. W5645PT	60 days (No Risk)	Included	N/A	N/A	N/A	- Full Service Maintenance Included for all prints - Consumable Supplies Purchased Separately





### Terms and Conditions

#### INTRODUCTION:

**1. TOTAL SATISFACTION GUARANTEE.** Except for Equipment identified as Previously Installed, for all Equipment delivered under this Agreement, if you are not totally satisfied with any Equipment, Xerox will, at your request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox maintenance plan, and is not applicable to Equipment damaged or destroyed due to an Act of God. For Equipment designated on the face of this Agreement as "Previously Installed", this Guarantee will be effective for one (1) year following the Equipment's Installation Date. For all other Equipment, this Guarantee will be effective for three (3) years following the Equipment's Installation Date unless the Equipment is being financed by Xerox for more than three (3) years, in which event it will expire as of the end of the initial term of such financing arrangement.

#### SOLUTION/SERVICES:

**2. PRODUCTS.** "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies identified on the face of this Agreement. You represent that the Products are being ordered for your own business use (rather than resale) and that they will not be used for personal, household or family purposes.

**3. CONSUMABLE SUPPLIES INCLUDED.** If Consumable Supplies is identified in the Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser ("Consumable Supplies"). For full-color Equipment, Consumable Supplies shall also include, as applicable, color toner and developer. For Products 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. You agree that the Consumable Supplies are Xerox's property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point (at Xerox's expense when using Xerox-supplied shipping labels), and that at the end of the term of this Agreement you will either (1) return any unused Consumable Supplies to Xerox (at Xerox's expense when using Xerox-supplied shipping labels), or (2) destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage. When requested by Xerox, you agree to provide meter readings and inventory of Consumable Supplies in your possession.

**4. CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), and unless you have entered into a Standard Maintenance Agreement as described herein, you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, 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.

**5. MAINTENANCE SERVICES.** Xerox (or a designated servicer) will provide the following Maintenance Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Maintenance Services; such Equipment to be designated as "No Svc."). Xerox will make repairs and adjustments necessary to keep Equipment in good working order. Parts required for repairs may be new, reprocessed or recovered. All parts/materials replaced, including as part of an upgrade, will become Xerox's property.

**6. INSTALLATION SITE & METER READINGS.** The Equipment installation site must conform to Xerox's published requirements throughout the term of this Agreement. If applicable, you agree to provide meter readings in the manner prescribed by Xerox. If

you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.

**7. EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described, Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If a replacement product is provided pursuant to this Section there will not be an additional charge for the replacement product and, except as set forth in the Section of this Agreement titled "ANNUAL PRICE INCREASES", there will not be an additional charge for Maintenance Services during the then-current term during which Maintenance Services are being provided.

**8. PC/WORKSTATION REQUIREMENTS.** In order to receive Maintenance Services and/or Software Support for Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox, or (2) meets Xerox's published specifications.

**9. HOURS & EXCLUSIONS.** Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. You agree to give Xerox reasonable access to the Equipment. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables). You agree to use Equipment in accordance with, and to perform all operator maintenance procedures for Equipment as set forth in, the applicable manuals provided by Xerox.

**10. EQUIPMENT STATUS.** Unless you are acquiring Previously Installed Equipment, Equipment will be either (1) "Newly Manufactured," which may contain some recycled components that are reconditioned; (2) "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 (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned.

**11. SOFTWARE LICENSE.** The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xerox-brand Equipment acquired hereunder ("Base Software"), as well as software identified as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software or to any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

A. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you are notified of a default under any term of this Agreement; or (c) your license is terminated or expires.

B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it, or (2) upon the termination of any agreement under which you have rented or leased the Equipment.

### Terms and Conditions

C. If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

**12. SOFTWARE SUPPORT.** During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment, but in no event longer than five (5) years after Xerox stops taking orders from customers for the subject model of Equipment, Xerox (or a designated servicer) will provide software support for the Base Software under the following terms. For Application Software licensed pursuant to this Agreement, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees).

A. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during Xerox's standard working hours to answer related questions.

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by the Software License and Software Support provisions of this Agreement. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available to you by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems as specified by Xerox.

D. Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release, or (2) to remedy coding errors if you have modified the Base or Application Software.

**13. DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (a) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner, and (b) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

#### PRICING PLAN/OFFERING SELECTED:

**14. NO RISK PROMOTION.** If Products are identified as "No Risk" ("No Risk Products"), you shall have the right to use such No Risk Products (and Xerox shall be obligated to maintain them) in accordance with the terms of this Agreement for the period specified on the face of this Agreement (the "No Risk Period"). If prior to the expiration of the No Risk Period you notify Xerox in writing that you do not wish to acquire any of the No Risk Products, this Agreement shall be cancelled with respect to such No Risk Products without penalty. In this event, Xerox shall retain your payment for the cancelled No Risk Products and you agree to make the cancelled No Risk Products available for immediate pick-up by Xerox as well as to pay Xerox for any damage to them (i.e., degradation to their condition beyond normal wear and tear). If Xerox does not receive written notice as described above, you shall have thereby accepted the No Risk Products "as is" and confirmed that this Agreement will take

effect as of the day following the expiration of the No Risk Period.

**15. COMMENCEMENT.** The term for each unit of Equipment and any warranty applicable to it shall commence upon installation of unit of Equipment; provided, however, for customer-installable Equipment, the term for this Agreement and any express warranty period applicable to a unit of Equipment shall commence upon delivery of each unit.

**16. PAYMENT TERMS.** Invoices are payable upon receipt and payment is due and must be received by Xerox no later than thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments you send to Xerox will not reduce your obligations.

**17. PAYMENTS.** Payments will be billed on more than one invoice with: (a) one invoice for the Purchase Price, and (b) one invoice for the Maintenance Minimum Payment, which may include a Minimum Number of Prints. The Maintenance Minimum Payment is billed in advance, with Print Charges for any prints made in excess of the Minimum Number of Prints billed in arrears. You may prepay the remaining principal balance on Equipment, thereby eliminating your obligation to pay future finance charges.

**18. LATE PAYMENT CHARGE.** For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

**19. PRICING FIXED FOR TERM.** If Pricing Fixed for Term is identified in the Maintenance Plan Features, the amount you pay Xerox to maintain the Equipment shall not increase during the initial term of this Agreement.

**20. DELIVERY AND REMOVAL.** Xerox will be responsible for all standard delivery and removal charges and you will be responsible for any non-standard delivery or removal charges.

**21. TAXES.** You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by you for the billing of Products, Print Charges, services and maintenance of any kind. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

**22. RENEWAL.** Unless either party provides notice at least thirty (30) days before the end of the term of its intention not to renew maintenance for any Equipment under this Agreement, it will renew automatically for successive terms of the same number of months, terms and conditions and billing frequency as the original Agreement. Pricing for this renewal term shall be at Xerox's then-current published pricing.

**23. DEFAULT AND REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within fifteen (15) days after the date it is due, or (2) you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (b) the lesser of the remaining Minimum Payments in the Agreement's term or six (6) such payments for one-year agreements (and twelve (12) such payments for multi-year agreements) if this Agreement includes maintenance; and, (c) all applicable Taxes. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.

#### GENERAL TERMS & CONDITIONS:

**24. REPRESENTATIONS, WARRANTIES & COVENANTS.** Each party represents that, as of the date of this Agreement, it has the lawful power and authority to enter into this Agreement, the individuals signing this Agreement are duly authorized to do so on its behalf and, by entering this Agreement, it will not violate any law or other agreement to which it is a party. You are not aware of anything that will have a material negative effect on your ability to satisfy your payment obligations under this Agreement and all financial information you have provided, or will provide, to Xerox is true and accurate and provides a good representation of your financial condition. Each party agrees that



### Terms and Conditions

it will promptly notify the other party in writing of a change in ownership, or if it relocates its principal place of business or changes the name of its business.

**25. LIMITATION OF LIABILITY.** Xerox shall not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. The above-stated limitation of liability shall not be applicable to any specific indemnification obligations set forth in this Agreement. Any action you take against Xerox must be commenced within two (2) years after the event that caused it.

**26. CREDIT REPORTS.** You authorize Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies

**27. FORCE MAJEURE.** Xerox shall not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation, or by an order, rule or regulation of any governmental entity. If such a circumstance occurs, Xerox shall undertake reasonable action to notify you of the same.

**28. WARRANTY DISCLAIMER & WAIVER.** XEROX DISCLAIMS, AND YOU WAIVE, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**29. INTELLECTUAL PROPERTY INDEMNITY.** Xerox, at its expense, will defend you from, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights, provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this Section including, but not limited to, infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

**30. TITLE & RISK OF LOSS.** Title and risk of loss to Equipment will pass to you upon shipment from a Xerox controlled facility. Upon passage to you of title to the Equipment, you must comply with all applicable laws and regulations regarding the export of any commodity, technology and/or software.

**31. RELOCATION.** Until you have paid for the Equipment in full, you must provide Xerox prior written notice of all Equipment relocations and, upon your request, Xerox may arrange to relocate the Equipment at your expense. While Equipment is being relocated, you are responsible for all payments required under this Agreement to Xerox

**32. ASSIGNMENT.** (a) if you wish to assign any rights or obligations under this Agreement, you shall provide a written notice to Xerox of such request for consent, with said notice including the name of the proposed assignee. Your request to assign this Agreement will be granted by Xerox if: (1) you are not in default under this Agreement or any other agreement with Xerox; (2) the proposed assignee agrees to the sections of

this Agreement titled "PAYMENTS", "TAXES" and "CREDIT REPORTS" as applicable to it, for the purposes of the proposed assignment; (3) the proposed assignee meets Xerox's then current credit criteria for similar transactions as determined by Xerox in its sole discretion; and, (4) you and the proposed assignee execute a writing, in a form acceptable to Xerox, confirming said assignment. Assignment by you requires the written consent of Xerox and may not be accomplished by operation of law. (b) Xerox may assign this Agreement, in whole or in part, to a parent, subsidiary or affiliate of Xerox, or to a person or entity for the purposes of securitizing a pool of assets or as part of a third party financial transaction without prior notice to you; provided, however, any proposed assignment to a person or entity not identified previously in this sentence shall require your prior written consent. In the event of an assignment permitted by the preceding sentence, Xerox may, without notice to you, release information it has about you related to this Agreement. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. You shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services, and you hereby waive and release any assignees of Xerox from any such claim relating to or arising from the performance of Xerox's obligations hereunder. You shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox. In the event of an assignment by Xerox, you shall remit payments due in accordance with remittance instructions of the assignee.

**33. MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence. The term "business address" shall mean, for you, the "Bill to" address identified on the face of this Agreement and, for Xerox, the inquiry address set forth on the most recent invoice to you. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). You agree to the jurisdiction and venue of the federal and state courts in Monroe County, New York. In any action to enforce this Agreement, the parties agree to waive their right to a jury trial. If a court finds any term of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. Both parties may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be admissible in any action to enforce it, but only the Agreement held by Xerox shall be considered an original. Xerox may accept this Agreement either by its authorized signature or by commencing performance (e.g., Equipment delivery, initiating Maintenance Services, etc.). All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect.

**34. REMOTE DATA COLLECTION.** Xerox may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data used by Xerox or a designated servicer to support and service the Equipment, or for Xerox billing, supplies replenishment or product improvement purposes. Automatically transmitted data may include, but is not limited to, product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox.



March 6, 2008

Mr. Denny Inman  
County Administrator  
1776 E. Washington  
Urbana, IL 61802

Dear Mr. Denny Inman,

This letter is to confirm that (2) Xerox WCP245's (1) WC138, and (1) WC128 serial numbers UTV182611, UTV182774, TFW029003 and URT1822331 are being offered by the County of Champaign for return to Xerox Corporation in consideration of relieving the County of Champaign from further liability under the terms of the Xerox Order Agreement dated August 8, 2007 Contract number 7037621-001. Xerox Corporation is accepting this letter for evaluation of the one time offer as an exception.

If Xerox accepts the offer, you agree that all Lease invoices from the date of install through the month of equipment pick up or equipment disablement by a Xerox Service Representative are due and payable. This includes excess usage charges, unearned credits, related supply accounts, refinanced balances on pre-owned equipment, and labor, if any.

Upon payment of the agreed upon charges, each party hereby releases the other of liability and obligations under the Agreement between Xerox Corporation and you pertaining to the equipment description above.

If you agree, please sign below and return to me at the above address.

Sincerely,

Mihir Shah  
Controller

Accepted by: Champaign County Admin. Services Customer Name  
Dennis L. Inman / County Admin. Customer Signature/Title  
Facilities + Procurement