

SERVICES MASTER AGREEMENT



THIS SERVICES MASTER AGREEMENT NO. 7107056 is between Xerox Corporation ("Xerox"), a New York corporation with offices at 45 Glover Ave. Norwalk, CT 06856 and County of Champaign with offices at 1776 East Washington St., Urbana, Illinois 61802-4581 ("Customer").

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to the Customer over time. This Agreement is grouped into Modules. However, it is the intent of the parties that the Products and Services acquired hereunder be acquired under the auspices of the Region 4 ESC Contract 171406 between Region 4 ESC and Xerox (the "Region 4 ESC Contract" or "National IPA" contract). Therefore, the terms and conditions of the "National IPA" Contract are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the National IPA Contract and this Agreement will be resolved in favor of this Agreement.

The "GEN" Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

DEFINITIONS MODULE

DEF 1. – DEFINITIONS

The following definitions (and those found elsewhere in this Agreement) apply unless otherwise specified in an Order.

- a. **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- b. **Agreement** means this Services Master Agreement. This Agreement may also be referred to in ordering and contracting documents as a "Services and Solutions Agreement" or "SSA."
- c. **Amortized Services** means certain services such as consulting and training, the Charges for which are amortized over the term of an Order.
- d. **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.
- e. **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.
- f. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- g. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.
- h. **Confidential Information** means information identified as confidential and provided by the disclosing party to the receiving party.
- i. **Consumable Supplies.** Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, 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. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and staples.
- j. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, work space, facilities, services and other assets owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and Existing Software) that Customer makes available to Xerox to enable Xerox to fulfill its obligations under an Order.
- k. **Customer Confidential Information** means Confidential Information belonging to Customer and includes, without limitation, Customer Content and Private Information.
- l. **Customer Content** means documents, materials, or information that Customer provides in hard copy or electronic format to Xerox, containing information about Customer or its clients, in order for Xerox to provide Services, Maintenance Services, or Products.

- m. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.
- n. **Customer Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist on and belong to Customer as of the Effective Date or that may be created by Customer after the Effective Date, excluding Xerox Confidential Information.
- o. **Data** means data that the Xerox Tools and Xerox Client Tools automatically collect from all Equipment and Third Party Hardware that appears on Customer's network, or that are locally connected to another device on Customer's network, when such Tools are installed on Customer's network. Examples of Data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data.
- p. **Date of Installation** means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date.
- q. **Description of Services or DOS** means a document attached to an Order which references the applicable Services Contract number and specifies the Products and/or Services provided under such Order.
- r. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- s. **Documentation** means all manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services.
- t. **Effective Date** means the date this Agreement is signed by Xerox.
- u. **Equipment** means Xerox-brand equipment.
- v. **Excluded Taxes** means (i) taxes on Xerox's income, capital, and employment, (ii) taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Agreement.
- w. **Existing Equipment** means devices which are leased, rented or owned by the Customer outside of this Agreement, which are used to provide Services, and which remain subject to the terms and conditions of the agreements under which they were originally acquired.
- x. **Existing Software** means software licensed by the Customer outside of this Agreement and which is used to provide the Services and which remains subject to the terms and conditions of the agreements under which it was originally acquired.
- y. **Feature Releases** means new releases of Software that include new content or functionality.
- z. **Force Majeure Event** means a circumstance beyond a party's 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, an order or a rule or regulation of a governmental entity.
- aa. **Funds** means collectively Amortized Services and Third Party Funds.
- bb. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as "Maintenance Releases" or "Updates."
- cc. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- dd. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a "Module." The Modules under this Agreement are the DEF, GEN, SVC, EQP, EP, MS and SW Modules.
- ee. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services, and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items are billed separately from the MMC.
- ff. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order

Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

- gg. **Output of Services** means electronic images created by scanning tangible documents containing Customer Content, all full or partial copies (tangible and intangible) of Customer Content, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) created by Xerox and delivered to Customer under an Order, but shall not include Third Party Software, or Xerox Intellectual Property.
- hh. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- ii. **Private Information** means Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Non-Public Personal Information ("NPI") as defined by the Gramm-Leach-Bliley Act ("GLBA") and equivalent categories of protected health and financial information under applicable state Privacy Laws.
- jj. **Products** means Software, Equipment, Third Party Products and/or Consumable Supplies supplied by Xerox and provided to Customer pursuant to an Order.
- kk. **Purchase Order or PO** means a document containing the applicable Services Contract number that is issued by Customer to Xerox for Order entry purposes only. Any terms in a PO are not binding and are of no force or effect.
- ll. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- mm. **Remote Data** means data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment or Third Party Products connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data.
- nn. **Remote Data Access** means electronic transmission of Remote Data to or from a secure offsite location.
- oo. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- pp. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- qq. **Services** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.
- rr. **Services Contract** means the applicable terms and conditions of this Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.
- ss. **Software** means Base Software and Application Software.
- tt. **Statement of Work or SOW** means a document which references the applicable Services Contract number and specifies the details of a particular transaction where Customer wishes to acquire Services, Maintenance Services and/or Products from Xerox under this Agreement.
- uu. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.
- vv. **Taxes** means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.
- ww. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.
- xx. **Third Party Hardware** means non-Xerox brand equipment.
- yy. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- zz. **Third Party Software** means non-Xerox brand software.

- aaa. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transaction-based gross receipts, and privilege Taxes.
- bbb. **XDM Customer Views** means a limited set of features such as printer error messages, basic printer status, troubleshoot (e.g., access printer web page, submit test page, reboot printer, retrieve audit logs) and upgrade printer (e.g., add upgrade file, delete upgrade file, run upgrade, delete upgrade task, restart upgrade task) that are available through the Xerox Tool known as Xerox Device Manager.
- ccc. **Xerox Confidential Information** means Confidential Information belonging to Xerox and includes, without limitation, whether marked as such or not, any services procedures manuals, Xerox Tools, Xerox Client Tools, and Xerox Intellectual Property.
- ddd. **Xerox Client Tools** means certain proprietary software used to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof that are licensed to Customer in accordance with GEN 1.8(d).
- eee. **Xerox Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Xerox as of the Effective Date or that may be created by Xerox after the Effective Date, including without limitation, Software, Data, Remote Data, Xerox Tools and Xerox Client Tools, and excluding Customer Confidential Information and Output of Services.
- fff. **Xerox Products** means Equipment, Software, and Consumable Supplies acquired pursuant to this Agreement.
- ggg. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

GENERAL MODULE

GEN 1. – GENERAL

The terms and conditions in this General (GEN) Module apply to all Services, Maintenance Services, and Products acquired by Customer under this Agreement.

GEN 1.1– AGREEMENT STRUCTURE

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Customer Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.
- b. **Orders and Services Contracts.**
 - i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by a Customer Affiliate, such Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose. If a Customer Affiliate establishes a Services Contract by placing an Order hereunder, it will be the "Customer" for the purposes of such Services Contract.
 - ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number followed by a three-digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services, or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.
 - iii. Unless Customer provides notice in writing at least thirty (30) days before the end of the term of an Order of its intention not to renew, the Order will renew automatically on a month-to-month basis on the same terms and at the same price.
 - iv. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a "writing" or "in writing;" (b) "signed" by the Customer; (c) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.

GEN 1.2 – CHARGES, PAYMENT AND DEFAULT

- a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's then current overtime rates will apply to Services requested and performed outside Customer's standard working hours.
- b. **Payment.** Customer agrees to pay Xerox all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account within thirty (30) days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment. For any payment not received by Xerox within ten (10) days after the due date, Xerox may charge, and Customer agrees to pay, a late charge of the greater of \$25 or five percent (5.0%) of the amount overdue (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. If Customer disputes any amount included in an invoice, then (i) Customer must notify Xerox of the dispute in writing, (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within thirty (30) days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.
- c. **Default.** Customer will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due, or if Customer breaches any other obligation under this Agreement, any Services Contract, or any other agreement with Xerox. If Customer, defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/ or Consumable Supplies), may require immediate payment of (1) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1.5% per month, and (2) any early termination charges set forth in this Agreement or in the applicable Services Contract and/or Order(s). Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce any Services Contract.

GEN 1.3 – TAXES

- a. Customer will be responsible for all Transaction Taxes. Transaction Taxes will be included in Xerox's invoice unless Xerox receives proof of Customer's tax exempt status. Customer shall not be responsible for Excluded Taxes.

GEN 1.4 – RESERVED.

GEN 1.5 – RESERVED.

GEN 1.6 – CUSTOMER RESPONSIBILITIES

Customer agrees to perform its responsibilities under this Agreement in support of the Services, Maintenance Services, or Products in a timely manner. Customer agrees:

- a. that Products acquired hereunder are ordered for Customer's (or its Affiliates') own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;
- b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;
- c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;
- d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;
- e. to maintain the manufacturer's maintenance agreement for any Third Party Products;
- f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;

- i. that, as between Xerox and Customer, Customer alone is responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so;
- j. that as between Xerox and Customer, Customer alone is responsible for determining whether Customer Content provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and
- k. to provide contact information for Equipment such as name and address of Customer contact.

GEN 1.7– WARRANTIES

- a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:
 - i. it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;
 - ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and
 - iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.
- b. **Xerox Warranties.**
 - i. Services Warranty. Xerox warrants to the Customer that the Services will be performed in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skills in accordance with the applicable Order. If the Services do not comply with the SLAs or other requirements set forth in the applicable Order, Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s), and begin to develop a corrective action plan. As Customer's exclusive remedy under this warranty for Xerox's non-compliance with this warranty, Xerox will either modify the Services to comply with the applicable SLAs or other requirements or re-do the work at no additional charge within 60 days of finalizing the plan or another time period agreed to in writing by the parties.
 - ii. Equipment Warranty. Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.
 - iii. Third Party Product Warranty. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.
 - iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:
 - (a) Customer's failure or delay in performing its responsibilities under this Agreement;
 - (b) reasons outside Xerox's reasonable control, including Customer Assets, Customer Content, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
 - (c) unauthorized modifications to Equipment, Third Party Hardware or the Output of Services.
- c. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
- d. The warranties set forth in this Agreement are expressly conditioned upon the use of the Services, Products and Output of Services for their intended purposes in the systems environment for which they were designed and shall not apply to any Services, Products or Output of Services which have been subject to misuse, accident or alteration or modification by Customer or any third party.

GEN 1.8 – INTELLECTUAL PROPERTY OWNERSHIP

- a. **Customer Intellectual Property.** Customer grants to Xerox a non-exclusive, royalty-free, fully-paid up, worldwide license to use Customer Intellectual Property, Customer Content and Output of Services ~~only~~ for purposes of, and only to the extent required for, providing Services, Maintenance Services or Products under this Agreement. Xerox agrees not to decompile or reverse engineer any Customer Intellectual Property. ~~Except as expressly set forth in this Agreement, no rights to any Customer Intellectual Property are granted to Xerox.~~
- b. **Ownership of Output of Services and License to Xerox Intellectual Property.** Except to the extent that the Output of Services may incorporate any Xerox Intellectual Property, the Output of Services shall be the sole and exclusive property of Customer. To the foregoing extent, Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. To the extent that the Output of Services may incorporate any Xerox Intellectual Property, Xerox grants Customer a non-exclusive, perpetual, fully paid-up, worldwide right to use, display, and reproduce the Xerox Intellectual Property only as required for use of the Output of Services for Customer's customary business purposes and not for resale, license or distribution outside of Customer's organization. If XDM Customer Views are to be provided under an SOW, Xerox grants Customer a limited license to access and use the XDM Customer Views only for the purpose of receiving Services under the SOW. Customer agrees not to decompile or reverse engineer any Xerox Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Xerox Intellectual Property are granted to Customer.
- c. **Xerox Tools.** Xerox Tools may be used by Xerox to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.
- d. **Xerox Client Tools.** Xerox grants to Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Client Tools only for the purpose of receiving the Services for which they were provided. Customer may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Client Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Client Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Certain Xerox Client Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately.
- e. **Data Collection and Use.** Data collected by the Xerox Tools is transmitted by a Xerox Tool to a remotely hosted server that hosts other Xerox Tools. The automatic data transmission capability will not allow Xerox to read, view or download any Customer documents or other information residing on or passing through the Equipment or Third Party Hardware or Customer's information management systems.

GEN 1.9 – INDEMNIFICATION

- a. **General Indemnification.** Xerox, if promptly notified and given the right to control the defense, shall indemnify, defend and hold harmless the Customer, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by Xerox's negligent acts or omissions, or willful misconduct in connection with this Agreement.
- b. **Xerox Indemnification.** Xerox shall, if promptly notified by Customer (or its Affiliate(s)) and given the right to control the defense, indemnify, defend and hold harmless Customer, its Affiliates and their respective officers, directors, employees, agents successors and assigns, for all Claims that Xerox Products or Customer's use of the Services provided by Xerox under this Agreement infringe a U.S. patent, copyright or other intellectual property right. Notwithstanding anything to the contrary herein, Xerox shall have no obligation under this Section **GEN 1.9(b)** to the extent any Claim is based on or arises out of any (i) Services performed using Customer Assets, Customer Content or other materials provided to Xerox by Customer for which Customer failed to provide sufficient rights to Xerox; (ii) infringement by Services resulting from Customer's direction, specification or design, (iii) modification or alteration to such Xerox Products or Services not approved in writing by Xerox; (iv) any combination or use of the Xerox Products or Services not approved in writing by Xerox; (v) use of the Xerox Products or Services not in accordance with the applicable Documentation; or (vi) Customer's failure to use corrections or enhancements to the Xerox Products provided by Xerox. If a Claim is made or appears likely to be made pursuant to this Section **GEN 1.9(b)**, Customer agrees to permit Xerox, at Xerox's sole option and expense, to obtain the right to enable Customer to continue to use such Xerox Products, to make them non-

infringing or to replace them with items that are at least functionally equivalent. If Xerox determines that none of these alternatives is reasonably available, Customer agrees to return such Xerox Products to Xerox upon Xerox's written request. Xerox will then give Customer a refund equal to the amount Customer paid Xerox for such Xerox Products less a reasonable usage fee.

- c. Xerox is not responsible for any litigation expenses of the Customer or any settlements unless it pre-ap proves them in writing.

GEN 1.10 – LIMITATION OF LIABILITY

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION **GEN 1.10(c)**, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **LIMITATION ON RECOVERY.** SUBJECT TO SECTION **GEN 1.10(c)**, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION **GEN 1.10(b)** SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.
- c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION **GEN 1.10** SHALL NOT APPLY WITH RESPECT TO:
 - i. THE SPECIFIC INDEMNITY OBLIGATIONS SET OUT IN THIS AGREEMENT;
 - ii. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;
 - iii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR
 - iv. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

GEN 1.11 – TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a term of sixty (60) months, and continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon thirty (30) days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products, Xerox Tools, and/or Xerox Client Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event that the National IPA Contract expires or is terminated, this Agreement and all Services Contracts and Orders thereunder that are in effect at that time shall remain in full force and effect until their expiration or termination, and continue under the same terms and conditions as if the National IPA Contract were still in effect. In the event this Agreement expires or is terminated, each Services Contract in effect at that time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty.

GEN 1.12– CONFIDENTIALITY

- a. **Obligation.** Customer and Xerox acknowledge that, during the term of this Agreement and any Order hereunder, each party (or its Affiliates) may be provided with or have access to, certain Confidential Information belonging to the other party (or its Affiliates). The parties will ensure that their employees comply with their respective corporate policies and procedures regarding the disclosure of Confidential Information. The parties agree to use the Confidential Information provided under this Agreement only for purposes directly related to the performance of obligations and use of rights granted under this Agreement. The receiving party may not disclose Confidential Information to third parties unless such third party has a need to know such Confidential Information in order to perform under this Agreement and has agreed in writing to be bound by terms no less restrictive than those set forth herein. Each party shall be responsible for any breaches of the obligations in this Section by its employees and such third parties. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like importance, but not less than reasonable care. Each party agrees not to disclose the terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, without the other party's prior written consent. Xerox may use Customer as a reference with other customers, including in marketing materials. Xerox may disclose the identity and address of Customer to Xerox's third party licensors if contractually required for royalty reporting purposes.
- b. **Exclusions.** The obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; or (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information.
- c. **Return of Information.** Upon termination or expiration of this Agreement or an Order, except as otherwise set forth hereunder, each party shall cease use of the other party's Confidential Information and other data and, upon request, shall (1) return all such Confidential Information and any copies thereof, or (2) permanently destroy such Confidential Information and certify that such Confidential Information has been so destroyed; provided, however, that any obligations regarding removal of Customer Confidential Information stored on hard drives on Equipment owned by Xerox and any costs associated with such removal will be set forth in the applicable Order.
- d. **Disclosure under Legal Requirement.** If the recipient of Confidential Information is required to disclose Confidential Information pursuant to a court order or by law or regulation, that party will (1) notify the disclosing party of the obligation to make such disclosure, and (2) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.
- e. **Duration of Confidentiality Obligation.** Except for Private Information and Xerox Intellectual Property, the obligations set forth in this Section shall continue for one (1) year after termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. Confidentiality obligations with respect to Xerox Intellectual Property shall continue so long as it continues to be Xerox trade secrets.
- f. **Residual Rights.** Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.

GEN 1.13– DATA PROTECTION/PRIVACY

- a. To the extent that Privacy Laws are applicable to Customer and Xerox in connection with the performance of Services, each party agrees to comply with the applicable provisions of such Privacy Laws.
- b. Xerox has adopted reasonable physical, technical, and organizational safeguards designed to prevent accidental, unauthorized, or unlawful loss, disclosure, access, transfer or use of Private Information. Xerox will promptly notify Customer in the event of any known unauthorized or unlawful loss, disclosure, access, transfer, or use of Private Information.

GEN 1.14 – GOVERNING LAW AND JURISDICTION

This Agreement, each respective Order, and any dispute or claim arising out of or in connection with this Agreement or such Order, shall be governed by and construed in accordance with the laws of Illinois without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of Illinois.

GEN 1.15 – RESERVED.

GEN 1.16– FORCE MAJEURE

Except for Customer's absolute and unconditional obligation to make all required payments of any amounts not properly disputed under this Agreement, neither Customer nor Xerox shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by a Force Majeure Event. If such a circumstance occurs, the party whose performance is delayed or prevented shall undertake reasonable action to notify the other party thereof.

GEN 1.17 – INSURANCE COVERAGE

Xerox shall maintain the following limits of insurance coverage during the term of this Agreement:

1. Where required by law, Workers Compensation, at statutory limits;
2. Employers Liability, with \$1,000,000 USD limit of liability or at statutory limits, whichever is greater;
3. Commercial General Liability, including Products - Completed Operations coverage and Broad Form Contractual, with \$2,000,000 USD limit of liability per occurrence for Bodily Injury and Property Damage; and,
4. Where applicable, Automobile Liability, with a combined single limit of liability of \$2,000,000 USD per accident or at statutory limits, whichever is greater.

GEN 1.18 – FUNDING (this provision applies to state & local government Customers only)

Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (i) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (ii) Customer has made a reasonable but unsuccessful effort to find an assignee within Customer's general organization who can continue the Agreement or an Order, the Agreement or the Order may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year.

GEN 1.19– COMPLIANCE WITH LAWS AND POLICIES

Xerox and Customer shall comply with all applicable laws and regulations in the performance of their respective obligations under this Agreement. Xerox agrees to comply with Customer's internal policies regarding security and safety at Customer Facilities that are reasonable and customary under the circumstances and which do not conflict with the terms of this Agreement. Customer agrees to provide Xerox with reasonable prior written notice of such policies and any changes to such policies. If a change in Customer policy results in incremental costs to Xerox, Xerox may, upon providing notice to Customer, pass such costs on to Customer.

GEN 1.20 – MISCELLANEOUS

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy, or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.
- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.
- d. **Independent Contractors.** Xerox shall perform all Services hereunder in the capacity of independent contractor and not as Customer's employee, agent, or representative. Xerox employees shall not be entitled to privileges of

employment that Customer may provide to Customer's employees, and Xerox shall be responsible for payment of all unemployment, social security, federal (state and local, as necessary) and other payroll taxes in regard to its employees involved in the performance of the Services. Neither of the parties, nor their respective employees or Affiliates, shall be authorized to conclude contracts in the name of the other party, or to act or appear as a representative of the other, whether in performing the Services or otherwise.

- e. **No Hiring.** During the term of an Order under which Xerox is providing Services and for a period of one (1) year thereafter, Customer and Xerox each agree not to hire, solicit, or employ any of the other's personnel who have been engaged in the provision of services or the performance of this Agreement, unless prior written consent is obtained from the other party. Such prohibition shall not apply to hiring as a result of general public solicitations of employment. Should one of the parties hire the other party's personnel in violation of this Agreement, the violating party shall immediately pay to the other, as liquidated damages and as the sole remedy for such violation, an amount equal to such personnel's then current annual compensation (or the amount paid to such person during the previous twelve (12) months in the case of an independent contractor).
- f. **Assignment.** Except for Xerox's assignment to an Affiliate or to a third party for the purposes of securitizing or factoring, neither party may assign this Agreement and any Order(s) hereunder without the prior written consent of the other party. In the event of a permitted assignment by Xerox, each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this Agreement. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim, or setoff that Customer may have or claim against Xerox against any assignee of Xerox.
- g. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing, and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.
- h. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.
- i. **Order of Precedence; Entire Agreement.** This Agreement, including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, and the National IPA Contract, constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be this Agreement, the applicable Orders under the Services Contract (excluding Customer POs), the SOW or DOS, as applicable, and the National IPA Contract. If a term in this Agreement expressly provides for a term in an Order to take precedence, such provision in the Order shall prevail to the extent of any conflict. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section GEN 1.8 (Intellectual Property Ownership); (2) Section GEN 1.9 (Indemnification); (3) Section GEN 1.10 (Limitation of Liability); (4) Section GEN 1.12 (Confidentiality); and (5) Section GEN 1.3 (Taxes), will prevail over conflicting provisions in any other contractual document.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Xerox's performance of Services.

SVC 1.1 – SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay.

SVC 1.2 – CHARGES FOR SERVICES

Charges for Services are set forth in the applicable Order. Charges are based upon information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term of such Order. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement will apply.

SVC 1.3 – USE OF SUBCONTRACTORS

Xerox may, when it reasonably deems it appropriate to do so, subcontract any portion of the Services. Xerox shall remain responsible for any Services performed by subcontractors retained by Xerox to the same extent as if such Services were performed by Xerox.

SVC 1.4 – SERVICES SCOPE CHANGES

Except as otherwise set forth in an Order, either party may propose to modify the then-existing Services that are described in an Order, or to add new Services under a Services Contract. If Xerox determines such changes are feasible, Xerox will prepare and propose to Customer an Order incorporating the requested changes and any related impact to the Charges or terms. Once Customer executes and Xerox accepts the Order, Xerox will promptly proceed with the new and/or revised Services in accordance with the terms of the Order and this Agreement.

SVC 1.5 – EARLY TERMINATION OF SERVICES AND LABOR

Except as otherwise set forth in a Services Contract, upon ninety (90) days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges except as set forth in the next sentence. Notwithstanding the foregoing, if any such Services or labor provided under an Order are terminated (a) by Xerox due to Customer's default or (b) by Customer and Customer acquires similar services from another supplier within six (6) months of the termination of such Services or labor, Customer shall pay all amounts due as of the termination date, together with the early termination charges, for loss of bargain and not as a penalty, stated in the Order or, if not specifically stated therein, an amount equal to the then current MMC for said terminated or reduced Services or labor multiplied by the number of months remaining in the term of the related Order, not to exceed six (6) months.

EQUIPMENT MODULE

EQP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

EQP 1.1 – TERM AND DATE OF INSTALLATION

The term for each unit of Equipment shall be the term stated on the applicable Order, with the commencement date based upon the actual Date of Installation. If the Date of Installation for a unit of Equipment is prior to the applicable Order start date, Xerox will bill the Customer for such Equipment on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement and the applicable Services Contract will apply as of the Date of Installation.

EQP 1.2 – DELIVERY AND REMOVAL AND SUITABILITY OF CUSTOMER FACILITIES

Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware and, for Equipment or Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges (including removal prior to the end of the term for any Equipment) will be at Customer's expense. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

EQP 1.3 – 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 new components and recycled components that are reconditioned; or (c) "Remanufactured," which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the status of any Third Party Hardware that Xerox may provide under any Order.

EQP 1.4 – CONSUMABLE SUPPLIES

If specified in an Order, Xerox will provide Consumable Supplies for related Equipment. Consumable Supplies are Xerox's property until used in the Equipment for which they are provided. Upon expiration or termination of the applicable Order, Customer will either return any unused Consumable Supplies to Xerox at Xerox's expense when using Xerox-supplied shipping labels, or destroy them in a manner permitted by applicable law. Xerox reserves the right to charge Customer for any Consumable Supplies usage that exceeds Xerox's published yields by more than ten percent (10%). In such a case, Xerox will notify Customer of the excess usage. If such excess usage does not cease within thirty (30) days after notice, Xerox may charge Customer for the excess usage. If Xerox provides paper under a Services Contract, upon thirty (30) days' notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

EQP 1.5 – USE AND RELOCATION

For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal property; (b) Customer will not attach any of the Equipment or Third Party Hardware as a fixture to any real estate; (c) Customer will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware or file or permit to be filed any lien against the Equipment or Third Party Hardware; and (d) Customer will not make any permanent alterations to the Equipment or Third Party Hardware. While Equipment or Third Party Hardware is subject to an Order, Customer must provide Xerox prior written notice of all Equipment or Third Party Hardware relocations and Xerox may arrange to relocate the Equipment or Third Party Hardware at Customer's expense. While Equipment or Third Party Hardware is being relocated, Customer remains responsible for making all payments to Xerox required under the applicable Order. All parts or materials replaced, including as part of an upgrade, will become Xerox's property. Equipment or Third Party Hardware cannot be relocated outside of the U.S. until Customer has paid in full for the Equipment or Third Party Hardware and has received title thereto. Notwithstanding anything to the contrary in the foregoing, to the extent the Equipment contains any Software, any relocation of such Equipment is subject to the terms and conditions set forth in the Software License Module of this Agreement.

EQP 1.6 – SUPPLIER EQUIPMENT PROVIDED

In the event Xerox provides Supplier Equipment to Customer, the following terms shall apply unless otherwise specified in an Order:

- a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Supplier Equipment. Each party will promptly notify the other, in writing, of any change in ownership, or if it relocates its principal place of business, or changes the name of its business. The risk of loss for the Supplier Equipment shall pass to Customer upon delivery to the applicable Customer Facilities. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- b. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):
 - i. sell, charge, let or part with possession of the Supplier Equipment;
 - ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or
 - iii. make any changes or additions to the Supplier Equipment.
- c. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per EQP 1.1 above). If Equipment is terminated for any reason before the end of its minimum order term, the termination charges set forth in the applicable Order or Services Contract for such Equipment shall apply.

EQP 1.7 – DATA SECURITY

Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

EQP 1.8 – REMOTE SERVICES FOR EQUIPMENT

Certain models of Equipment are supported and serviced using Remote Data Access. Remote Data Access also enables Xerox to transmit to the Customer Maintenance Releases or Updates for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment, Third Party Hardware or Customer's information management systems. Customer grants the right to Xerox, without charge, to establish and maintain Remote

Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox and Customer will provide Xerox with reasonable assistance to allow Xerox to have Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

EQP 1.9 - TOTAL SATISFACTION GUARANTEE.

- a. "SP Equipment" means any iGen3, iGen4, iGen150, iGen5 or Xerox Color 8250 Production Printer. If, during any 90 day period, the performance of SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Equipment with comparable features and capabilities (the "SP Equipment Guarantee"). The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire at the end of the initial term of the Order; provided however, for SP Equipment identified as "Previously Installed", this SP Equipment Guarantee expires 1 year after installation. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox through the provision of Xerox Maintenance Services, and (ii) operated at all times in accordance with the Expectations Document.
- b. "Non-SP Equipment" means any Equipment other than SP Equipment. If Customer is not completely satisfied with any Non-SP Equipment delivered under an Order under this Agreement, Xerox will, at Customer's request, replace it without charge with identical Non-SP Equipment or, at the option of Xerox, with Equipment with comparable features and capabilities (the "Non-SP Equipment Guarantee"). The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox through the provision of Xerox Maintenance Services. The Non-SP Equipment Guarantee will expire at the end of the initial term of the Subject Order; provided however, for Non-SP Equipment identified as "Previously Installed", the Non-SP Equipment Guarantee expires 1 year after the Installation Date. The Non-SP Equipment Guarantee does not apply to a limited number of Non-SP Equipment models, which models are identified in the applicable Order Document.
- c. The SP Equipment Guarantee and Non-SP Equipment Guarantee replace and supersede any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

EQP 1.10 – REMOVAL OF HAZARDOUS WASTE

Customer agrees to take responsibility for legally disposing of all hazardous wastes generated from the use of Third Party Hardware or supplies.

EQUIPMENT PURCHASE MODULE

EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

EP 1.1 – ORDER

Orders for an outright purchase of Equipment shall include the unique Xerox-provided contract number and the number of this Agreement on all applicable ordering documents.

EP 1.2 – TITLE

Title to Purchased Equipment will pass to Customer upon delivery to the applicable Customer Facilities.

EP 1.3 – DEFAULT

If Customer defaults under a XOA for Purchased Equipment, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due, plus all Transaction Taxes and applicable interest on all amounts due from the due date until paid. Customer shall also pay all reasonable costs, including attorney's fees, incurred by Xerox to enforce this Agreement.

EP 1.4 – MAINTENANCE SERVICES FOR PURCHASED EQUIPMENT

If Customer elects to receive Maintenance Services for Purchased Equipment, Customer shall do so under a separate Order under the Agreement for such Maintenance Services.

EP 1.5 – AGREEMENT PROVISION EXCLUSIONS

The following Agreement provisions do not apply to Orders for an outright purchase of Equipment: GEN 1.1 c.ii – i ii; GEN 1.6 b – j; GEN 1.7 b.1; GEN 1.11; EQP 1.4; EQP 1.6.

MAINTENANCE SERVICES MODULE

MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

In addition to the terms and conditions in the General (GEN) Module, and except as otherwise set forth in an Order, the following terms and conditions apply to provision of Maintenance Services.

MS 1.1 – MAINTENANCE SERVICES

As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to Equipment to which Xerox does not hold title, or as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does not offer Maintenance Services, such Equipment will be designated as "No Svc." This Module does not apply to maintenance of Third Party Hardware. Maintenance that Xerox provides on Third Party Hardware will be provided in accordance with the terms of the applicable Order.

The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer-implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order.

MS 1.2 – REPAIRS AND PARTS

- a. Xerox will make repairs and adjustments necessary to keep the Equipment in good working order and operating in accordance with its written specifications (including such repairs or adjustments required during initial installation). Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Parts required for repair may be new, reconditioned, reprocessed or recovered.
- b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridges for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

MS 1.3 – HOURS AND EXCLUSIONS

Unless otherwise set forth in an Order, Maintenance Services will be provided in areas accessible for repair services during Xerox's standard working hours. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

MS 1.4 – INSTALLATION SITE AND METER READINGS

In order to receive Maintenance Services for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (a) has been provided by Xerox or (b) meets Xerox's published specifications. The Equipment installation site must conform to Xerox's published requirements. If applicable, unless otherwise set forth in an Order, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate them and bill Customer accordingly.

MS 1.5 – REMEDY

If Xerox is unable to maintain the Equipment as described above, Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and

conditions of this Agreement and the applicable Order(s). Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy.

MS 1.6- END OF SERVICE

Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request.

SOFTWARE LICENSE MODULE

SW 1 - TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the General (GEN) Module the following terms and conditions apply to the license and use of Software and its associated Documentation.

SW 1.1- SOFTWARE LICENSE

Xerox may provide Software to Customer pursuant to an Order hereunder. The following license applies to Software provided hereunder, unless such Software is accompanied by a click-wrap or shrink-wrap license agreement or otherwise provided subject to a separate license agreement.

- a. Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to use in the U.S.: (i) Base Software only on or with the Equipment with which (or within which) it was delivered; and (ii) Application Software only on any single unit of Equipment, subject to Customer remaining current in the payment of any indicated applicable Software license fees (including any annual renewal fees). Customer has no other rights to the Software. Customer will not and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software except as permitted by applicable law; (ii) activate Software delivered with or within the Equipment in an un-activated state; or, (iii) access or disclose Diagnostic Software for any purpose. Title to Software and all copyrights and other intellectual property rights in Software will reside solely with Xerox and its licensors (who will be considered third party beneficiaries of this Agreement's software and limitation of liability provisions).
- b. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment with which the Base Software was provided; or (ii) upon the expiration or termination of any Order under which Customer has acquired the Equipment with which the Base Software was provided (unless Customer has exercised an option to purchase the Equipment, where available).
- c. Software may contain code to prevent its unlicensed use and/or transfer. If you do not permit Xerox periodic access to such Software, this code may impair the Equipment's and/or Software's functionality.
- d. Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

SW 1.2- SOFTWARE SUPPORT

Software support will be provided by Xerox or a designated service provider as follows. For Base Software, Software support will be provided during the initial term of the applicable Order and any renewal period, but not longer than five (5) years after Xerox stops taking orders for the subject model of Equipment. For Application Software, Software support will be provided as long as Customer is current in the payment of all applicable software license, annual renewal and "support only" fees.

- a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of six (6) months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.
- b. Xerox may make available new releases of the Software that are designated as "**Maintenance Releases**" or "**Updates**." Maintenance Releases or Updates are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox's then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.

- c. Xerox may annually increase Software license fees and support fees for Application Software.

SW 1.3- DIAGNOSTIC SOFTWARE

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 Xerox's licensors. Xerox does not grant Customer a license or right to use the Diagnostic Software. Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.


SW 1.4 - THIRD PARTY SOFTWARE

Third Party Software is subject to license and support terms provided by the applicable Third Party Software vendor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date and thereby agreeing to its terms.

COUNTY OF CHAMPAIGN

XEROX CORPORATION


Signature

Signature

DARLENE A. KWODEL
Name (please print)

Name

COUNTY EXECUTIVE
Title

Title

1776 E. WASHINGTON ST
Address URBANA, IL 61802

Address

5-22-2020
Date

Date

Statement of Work Addendum



Agreement # 7107056-001

Services Defined As Of: March 1st, 2020

Service(s) Provided: DocuCare Break/Fix Service

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
<p>DocuCare Preventative Maintenance</p> <p>DocuCare complements the standard equipment break/fix service for selected Xerox brand equipment by providing preventative maintenance services to improve equipment uptime and maintain equipment performance.</p> <p>DocuCare is available only for selected Xerox brand product families. The list of equipment covered by DocuCare is maintained separately from this document to accommodate potentially frequent changes to the covered equipment population. DocuCare break/fix service is not available for non-Xerox branded equipment.</p> <p>DocuCare certified Client Associates will:</p> <ol style="list-style-type: none"> 1. Develop and implement a preventative maintenance schedule for identified high-use equipment covered by this agreement 2. Help identify potential equipment service problems before they arise 3. Perform preventative maintenance tasks 4. Maintain an appropriate on-site inventory of parts and consumable supplies 5. When required, serve as an interface to off-site technicians or remote diagnostics 6. When required, perform color balancing and color printer calibration. 	<p>DocuCare services will be available to the client on the following days of the week: <u>Monday through Friday</u>, from <u>8:00 am to 5:00 pm</u></p> <p>DocuCare Services are provided for up to <u>71</u> customer contracted machines.</p> <p>DocuCare Services are provided for the following product families: 8045, 8055, 8070, 8075, 7030</p> <p>Maximum distance between machines serviced under DocuCare under this agreement is 30 miles</p> <p>Machines serviced under DocuCare are in the following locations:</p> <p>502 S LIERMAN, URBANIA, IL 61802 1776 E WASHINGTON ST, URBANIA, IL 61802-7592 101 E MAIN ST, URBANIA, IL 61801-2700 400 ART BARTELL DR, URBANIA, IL 61802-2879 104 NIGHTINGALE CT, RANTOUL, IL 61856 204 E MAIN ST, URBANIA, IL 61801-2730 210 W CHURCH ST, SAVOY, IL 61874-9786 210 S BARTELL, URBANIA, IL 61802 500 SUNVIEW RD, RANTOUL, IL 61856-2121 809 N NEIL ST, CHAMPAIGN, IL 61820-3058 1603 E MUMFORD DR, URBANIA, IL 61802 201 W KENYON RD, CHAMPAIGN, IL 61820-7892 1605 E MAIN ST, URBANIA, IL 61802-2835 1307 N MATTIS AVE, CHAMPAIGN, IL 61821-1818 2011 ROUND BARN RD, CHAMPAIGN, IL 61821-3522 1115 N STATE ST, MONTICELLO, IL 61856-1103 258 W STATE ST, PAXTON, IL 60957 1001 E GRANT ST, WATSEKA, IL 60970-1832 1905 E MAIN ST, URBANIA, IL 61802-2860 103 S COUNTRY FAIR, CHAMPAIGN, IL 61821-3061 101 TOMARAS DR, SAVOY, IL 61874 202 ART BARTELL DR, URBANIA, IL 602</p>	<p>BF-220</p>

Requests for services above these contracted service levels will be subject to equipment/resource availability.

This document is proprietary and, as such, is to be treated as Xerox Confidential Information, not to be shared with 3rd parties.

¹The Service Market Code is for Xerox internal use purposes only.

Statement of Work Addendum



Agreement # 7107056-001

Services Defined As Of: March 1st, 2020

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Client Problem Resolution A single point of contact is provided for customers to request assistance or service to enhance equipment uptime.		BF-T04
DocuCare Equipment Service DocuCare compliments the standard equipment break/fix service for selected Xerox brand equipment by providing <i>first responder services</i> to improve equipment uptime and maintain equipment performance. DocuCare Service is incremental to the standard Xerox equipment maintenance agreement for break/fix service. DocuCare is available only for selected Xerox product families. The list of equipment covered by DocuCare is maintained separately from this document to accommodate potentially frequent changes to the covered equipment population. DocuCare break/fix service is not available for non-Xerox branded equipment. The Xerox DocuCare Client Associate serves as the initial point of contact to receive and troubleshoot equipment service calls. DocuCare certified Client Associates will: <ol style="list-style-type: none"> 1 Understand common machine fault codes and correct them. 2 Diagnose and correct common image quality problems. 3 Replace major components in the print engine, fusing subsystem, and paper handling areas of copiers and printers. 4 Maintain contracted customer uptime. 5 The DocuCare Client Associate will maintain a copier/printer service call log for all machines covered by this agreement. 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. 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. 8 Upon completion of a service request, the customer is informed of the resolution to the problem. 9 The DocuCare Client Associate will clean equipment and distribute customer inventoried supply items to equipment locations supported under this agreement. 	Decentralized equipment covered by this agreement will be cleaned and restocked with paper, consumable supplies, staples, etc. as needed	BF-201

Requests for services above these contracted service levels will be subject to equipment/resource availability.

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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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Standards of Performance

Definitions:

1. DocuCare Associate Response: Based on the DocuCare Associate calling the end user back after receiving the call or notification from the end user of an equipment issue.
2. 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.
3. 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.
4. 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.
5. Target Response Time: A standard response time for a particular product, which is determined by the Xerox Service Organization.
6. 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
7. Contracted Period of Coverage hours shall mean 8:00 am to 5:00 pm local time Monday through Friday (except Xerox celebrated holidays).
8. **Product Family:** Equipment classification based upon standardization volume segments (i.e. low, mid, high) black and white / color or light lens / digital. Service Response Time will be calculated for each Product Family. For example, a fleet of eight 6180's and twenty DC440's would need a response time for the 6180 family and a separate response time for the DC440 family.

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 DocuCare Services only. Any other Service provided under this Agreement must be reflected in a separate SOW.
3. The DocuCare Service Response Time SOP metric below applies only to solutions that include one or more onsite full-time DocuCare associates.

Reporting:

1. Xerox will provide a monthly report for Equipment Uptime.

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



Agreement # 7107056-001

Services Defined As Of: March 1st, 2 020

Performance Criteria	Measurement	Description	Calculation
DocuCare Service Response Time Special Note: This SOP metric applies only to solutions that include one or more onsite full-time DocuCare associates.	95% Response Time for Xerox branded equipment	The DocuCare Associate will respond to end user issues within one hour.	The measurement for DocuCare Service Response Time is calculated by dividing the total number of calls responded to in one hour or less by the total number of calls during each month.
Average Technical Service Response Time by Product family	95% Achievement of Target Response Time for Xerox branded equipment	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 Target Response Time by the Average Service Response Time ("ASRT").</p> <p>Example using 6180 family products:</p> <ul style="list-style-type: none"> Target Response Time is the Xerox standardized response time for the 6180 product family ASRT is measured by dividing the Sum of all 6180 Service Call Response Times (this is done by adding up the total response times for all 6180 family products) by the Total Number of Service Calls on the 6180 pieces of equipment. <ul style="list-style-type: none"> Target Response Time for 6180's = 4 hours Sum of 6180 Service Call Response Times = 49 hours Total Number of Service Calls on 6180 = 12 <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>

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



Agreement # 7107056-001

Services Defined As Of: March 1st, 2020

Performance Criteria	Measurement	Description	Calculation
Equipment Uptime ("Availability Hours")	95% Three Month Rolling Average Uptime for Xerox brand equipment	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 (Availability Hours – Equipment Downtime) by the Availability Hours.</p> <ul style="list-style-type: none"> • Equipment Downtime is the Total Service Response Time plus Machine-Repair Time (excludes normal interrupts, e.g. lunch) <ul style="list-style-type: none"> - Total Service Response Time 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. - Machine-Repair Time is the time it takes the technician to repair the machine to be operational. • Availability Hours 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 <p>EXAMPLE</p> <p>Equipment Downtime = (Response Time + Repair Time)</p> <p>Total Service Response Time 4 hours</p> <p>Machine Repair Time 1 hour</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 DOCUCARE BREAK/FIX SERVICE

Requests for services above these contracted service levels will be subject to equipment/resource availability.
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Order

under Services Contract # 7107056-001

Customer: CHAMPAIGN, COUNTY OF

Bill To: COUNTY OF CHAMPAIGN

C/OXBS

1776 E WASHINGTON ST

URBANA, IL 61802-4516

xerox™

Order Summary

Agreement		Pricing	
Term 4/1/2020 - 3/31/2025 (60 Months)		Total for this Order	
Issued per Xerox agreement # 7107056		Net Monthly Minimum Charge	(\$167.88)
Attachments to this Order • Pool Plan Document • SOW 52520		Additional to Monthly Minimum Charge Impression Charges	See Meter Pricing Plan

Authorized Signature

Your signature indicates your agreement to the items and pricing in this Order.

Signer: Darlene Kloeppel

Phone: 217-384-3776

Customer Authorized Signature: _____

Darlene Kloeppel 5-22-2020

Date: _____

Thank You for your business!
This agreement is proudly presented by Xerox and

Rk Dixon CO Rkd

563-344-9100

For information on your Xerox Account,
Please see your Sales Representative

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added			Meter Pricing Plan									
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
1.	D110CP (SOT-D110 COPIER/PRTR) - STANDARD INSTALL - 2T OVRSZ HICAP FEEDR - D5 BKLTFINSHR XC 2/3	\$942.00	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$584.00	COUNTY OF CHAMPAIGN COUNTY CLERK 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
2.	EFISERV (FIERY NX ONE SERVER)	\$281.37	4/15/2020	N/A	N/A	N/A	N/A	-60 months - Fixed Price	N	\$218.00	COUNTY OF CHAMPAIGN COUNTY CLERK 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
3.	D110CP (SOT-D110 COPIER/PRTR) - STANDARD INSTALL - 2T OVRSZ HICAP FEEDR - D5 BKLTFINSHR XC 2/3	\$936.45	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$578.00	COUNTY OF CHAMPAIGN BROOKENS ADMIN SVC 1776 E WASHINGTON ST URBANA, IL 61802-4516	XRX
4.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$196.19	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price	N	\$146.00	COUNTY OF CHAMPAIGN SUPERVISORY SSESSMENT 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan	- Consumable Supplies Included				

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added				Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
5.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$182.92	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$164.00	CHAMPAIGN COUNTY HIGHWAY DEPARTMENT 1605 E MAIN ST URBANA, IL 61802-2835	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
6.	B7030H (XEROX B7030 TND TRAY) - INTEGRATD OFF FINSHR - POSTSCRIPT 3 KIT	\$138.18	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$83.00	COUNTY OF CHAMPAIGN COURTHOUSE LAW LIBRARY 101 E MAIN ST URBANA, IL 61801-2700	XRX
7.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$195.83	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$146.00	COUNTY OF CHAMPAIGN YOUTH DETENTION CTR BOOKING AREA 400 ART BARTELL RD URBANA, IL 61802-2879	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
8.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$200.49	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$150.00	COUNTY OF CHAMPAIGN BROOKENS ADMIN SVC 1776 E WASHINGTON ST URBANA, IL 61802-4516	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added		Meter Pricing Plan										
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
9.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$195.96	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$146.00	RPC HEAD START 809 N NEIL ST CHAMPAIGN, IL 61820-3058	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
10.	C7030T (XEROX C7030 TRAY) - INTEGRATD OFF FINSHR - POSTSCRIPT 3 KIT	\$143.27	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$113.00	COUNTY OF CHAMPAIGN WORKFORCE INVESTMEN AREA ROOM 117 1001 E GRANT ST WATSEKA, IL 60970-1832	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
11.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$173.73	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	CHAMPAIGN COUNTY RPC WEST DR 103 S COUNTRY FAIR CHAMPAIGN, IL 61821-3061	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
12.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - OFFICE FINISHER LX	\$188.39	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$139.00	COUNTY OF CHAMPAIGN OFFICE OF SHERIFF 1ST FLOOR 204 E MAIN ST URBANA, IL 61801-2730	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added				Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
13.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$196.77	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$147.00	COUNTY OF CHAMPAIGN WORKFORCE INVESTMENT AREA 1307 N MATTIS AVE CHAMPAIGN, IL 61821-1818	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
14.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$195.96	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$146.00	CHAMPAIGN COUNTY HEADSTART 104 E NIGHTINGALE CT RANTOUL, IL 61866-3673	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
15.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$195.96	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$146.00	COUNTY OF CHAMPAIGN 210 W CHURCH ST SAVOY, IL 61874-9732	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
16.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$196.07	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$146.00	COUNTY OF CHAMPAIGN 1603 E MUMFORD DR URBANA, IL 61802	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					

Order

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Xerox Equipment & Software Added			Meter Pricing Plan										
Item	Description		Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
17.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - OFFICE FINISHER LX		\$184.54	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$135.00	COUNTY OF CHAMPAIGN COUNTY CLERK 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
					2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
18.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - OFFICE FINISHER LX		\$186.89	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$137.00	COUNTY OF CHAMPAIGN PROBATION OFFICE 101 E MAIN ST URBANA, IL 61801-2736	XRX
					2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
19.	C8070H (XEROX C8070H) - BR FINISHER-2/3 HP - 1 LINE FAX		\$409.97	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$231.00	COUNTY OF CHAMPAIGN BROOKENS ADMIN SVC 1776 E WASHINGTON ST URBANA, IL 61802-4516	XRX
					2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
20.	C8045H (XEROX C8045H) - BR FINISHER-2/3 HP - ENVELOPE FEEDER TRAY - 1 LINE FAX		\$216.09	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$166.00	COUNTY OF CHAMPAIGN COUNTY JAIL 502 S LIERMAN URBANA, IL 61802	XRX
					2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added				Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
21.	C8045H (XEROX C8045H) - BR FINISHER-2/3 HP - ENVELOPE FEEDER TRAY	\$200.10	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$150.00	COUNTY OF CHAMPAIGN SHERRIF'S DEPT SQUAD ROOM 204 E MAIN ST URBANA, IL 61801-2730	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
22.	C8045H (XEROX C8045H) - 2/3 HOLE PUNCH - OFFICE FINISHER LX	\$187.65	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$138.00	COUNTY OF CHAMPAIGN STATES ATTORNEY OFF 2ND FLOOR 101 E MAIN ST URBANA, IL 61801-2736	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
23.	C8045H (XEROX C8045H) - BR BOOKLET MK-2/3 HP - ENVELOPE FEEDER TRAY	\$221.10	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$170.00	COUNTY OF CHAMPAIGN 1776 E WASHINGTON ST URBANA, IL 61802-4516	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
24.	C8070H (XEROX C8070H) - BR FINISHER-2/3 HP - ENVELOPE FEEDER TRAY - 1 LINE FAX	\$409.23	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$230.00	COUNTY OF CHAMPAIGN BROOKENS RPC 1776 E WASHINGTON ST URBANA, IL 61802-4516	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					

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Xerox Equipment & Software Added		Meter Pricing Plan										
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
25.	B8055H (XEROX B8055H) - 3 HOLE PUNCH KIT - 1 LINE FAX - OFFICE FINISHER	\$199.44	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$135.00	COUNTY OF CHAMPAIGN STATES ATTORNEY OFF 2ND FLOOR 101 E MAIN ST URBANA, IL 61801-2736	XRX
26.	B8055H (XEROX B8055H) - 3 HOLE PUNCH KIT - 1 LINE FAX - OFFICE FINISHER	\$191.94	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$128.00	COUNTY OF CHAMPAIGN STATES ATTORNEY OFF 2ND FLOOR 101 E MAIN ST URBANA, IL 61801-2736	XRX
27.	B8055H (XEROX B8055H) - 3 HOLE PUNCH KIT - OFFICE FINISHER	\$187.03	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$123.00	COUNTY OF CHAMPAIGN CIRCUIT COURT TRAFFIC DIVISION 101 E MAIN URBANA, IL 61801-2730	XRX
28.	B8055H (XEROX B8055H) - 3 HOLE PUNCH KIT - OFFICE FINISHER	\$181.47	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$118.00	COUNTY OF CHAMPAIGN TREASURER 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX

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Xerox Equipment & Software Added			Meter Pricing Plan										
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner	
29.	B8055H (XEROX B8055H) - 3 HOLE PUNCH KIT - OFFICE FINISHER	\$181.60	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$118.00	COUNTY OF CHAMPAIGN AUDITOR 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX	
30.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER	\$182.36	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$119.00	COUNTY OF CHAMPAIGN CIRCUIT COURT TRAFFIC DIVISION 101 E MAIN URBANA, IL 61801-2730	XRX	
31.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$192.30	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$143.00	COUNTY OF CHAMPAIGN CIRCUIT COURT 232 101 E MAIN ST RM 159 URBANA, IL 61801-2700	XRX	
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan						
32.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER	\$181.67	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$118.00	COUNTY OF CHAMPAIGN BROOKENS ADMIN SVC 1776 E WASHINGTON ST URBANA, IL 61802-4516	XRX	

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Xerox Equipment & Software Added				Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
33.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER	\$182.45	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$119.00	COUNTY OF CHAMPAIGN SATELLITE JAIL PRE BOOKING 502 S LIERMAN AVE URBANA, IL 61802-4671	XRX
34.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER	\$182.09	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$119.00	COUNTY OF CHAMPAIGN CIRCUIT COURT TRAFFIC DIVISION 101 E MAIN URBANA, IL 61801-2730	XRX
35.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER	\$180.78	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$117.00	COUNTY OF CHAMPAIGN PROBATION OFFICE 101 E MAIN ST URBANA, IL 61801-2736	XRX
36.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER	\$182.03	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$118.00	COUNTY OF CHAMPAIGN OFFICE OF SHERIFF RECORDS DIVISION 204 E MAIN ST URBANA, IL 61801-2730	XRX

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Xerox Equipment & Software Added			Meter Pricing Plan										
Item	Description		Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
37.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER		\$183.15	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$120.00	COUNTY OF CHAMPAIGN STATES ATTORNEY OFF 2ND FLOOR 101 E MAIN ST URBANA, IL 61801-2736	XRX
38.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER		\$181.89	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$118.00	COUNTY OF CHAMPAIGN BOARD OF REVIEW 1776 E WASHINGTON ST URBANA, IL 61802-4516	XRX
39.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER		\$182.03	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$118.00	COUNTY OF CHAMPAIGN COUNTY COURTHOUSE CRCUIT CLERK 2 FRONT 101 E MAIN ST URBANA, IL 61801-2700	XRX
40.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER		\$181.99	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$118.00	COUNTY OF CHAMPAIGN COURTHOUSE PUBLIC DEFENDERS 101 E MAIN ST RM 159 URBANA, IL 61801-2700	XRX

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Xerox Equipment & Software Added				Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
41.	C8045H (XEROX C8045H) - ENVELOPE FEEDER TRAY - 1 LINE FAX - OFFICE FINISHER LX	\$173.73	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	CHAMPAIGN COUNTY RPC WEST DR 103 S COUNTRY FAIR CHAMPAIGN, IL 61821-3061	XRX
				2: Color Impressions	Per Pool Plan	54465	Per Pool Plan					
42.	B8055H (XEROX B8055H) - ENVELOPE TRAY - OFFICE FINISHER	\$182.77	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$119.00	COUNTY OF CHAMPAIGN COURT SERVICES RM 120 101 E MAIN ST URBANA, IL 61801-2736	XRX
43.	B8055H (XEROX B8055H) - 3 HOLE PUNCH KIT - 1 LINE FAX - OFFICE FINISHER	\$195.10	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$131.00	COUNTY OF CHAMPAIGN BROOKENS ADMIN HALLWAY 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
44.	B8055H (XEROX B8055H) - 3 HOLE PUNCH KIT - 1 LINE FAX - OFFICE FINISHER	\$194.14	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$130.00	COUNTY OF CHAMPAIGN BROOKENS MENTAL HEALTH 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX

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Xerox Equipment & Software Added				Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
45.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$199.06	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$135.00	COUNTY OF CHAMPAIGN BROOKENS RPC 1776 E WASHINGTON ST URBANA, IL 61802-4516	XRX
46.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$189.22	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	COUNTY OF CHAMPAIGN PUBLIC HEALTH 201 W KENYON RD CHAMPAIGN, IL 61820-7892	XRX
47.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.21	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$126.00	COUNTY OF CHAMPAIGN CNTY CORTHOUSE CHILD SUPPORT ENFORCEMENT 101 E MAIN ST URBANA, IL 61801-2700	XRX
48.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.21	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$126.00	COUNTY OF CHAMPAIGN 210 S BARTELL URBANA, IL 61802	XRX

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under Services Contract # 7107056-001



Xerox Equipment & Software Added			Meter Pricing Plan										
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner	
49.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.97	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$127.00	COUNTY OF CHAMPAIGN PROBATION OFFICE 101 E MAIN ST URBANA, IL 61801-2736	XRX	
50.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.85	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$127.00	COUNTY OF CHAMPAIGN COUNTY COURTHOUSE CIRCUIT COURT 101 E MAIN ST RM 342 URBANA, IL 61801-2700	XRX	
51.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.42	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$127.00	COUNTY OF CHAMPAIGN CIRCUIT COURT TRAFFIC DIVISION 101 E MAIN URBANA, IL 61801-2730	XRX	
52.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.61	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$127.00	COUNTY OF CHAMPAIGN COURT SERVICES 101 E MAIN ST RM 340 URBANA, IL 61801-2700	XRX	

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Xerox Equipment & Software Added				Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
53.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.12	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$126.00	COUNTY OF CHAMPAIGN RECORDER D 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
54.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$191.88	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$128.00	COUNTY OF CHAMPAIGN PROBATION OFFICE 101 E MAIN ST URBANA, IL 61801-2736	XRX
55.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.61	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$127.00	COUNTY OF CHAMPAIGN COURT SERVICES RM 120 101 E MAIN ST URBANA, IL 61801-2736	XRX
56.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.61	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$127.00	COUNTY OF CHAMPAIGN COURT SERVICES RM 241 101 E MAIN ST URBANA, IL 61801-2736	XRX

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Xerox Equipment & Software Added			Meter Pricing Plan										
Item	Description		Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
57.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER		\$190.06	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$126.00	COUNTY OF CHAMPAIGN YOUTH DETENTION CTR BOOKING AREA 400 ART BARTELL RD URBANA, IL 61802-2879	XRX
58.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER		\$190.61	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$127.00	COUNTY OF CHAMPAIGN COURT SERVICES RM 230 101 E MAIN ST URBANA, IL 61801-2736	XRX
59.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER		\$190.06	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$126.00	COUNTY OF CHAMPAIGN 1776 E WASHINGTON ST URBANA, IL 61802-4516	XRX
60.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER		\$190.45	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	- 60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$127.00	COUNTY OF CHAMPAIGN 1776 E WASHINGTON ST URBANA, IL 61802-4516	XRX

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Xerox Equipment & Software Added		Meter Pricing Plan										
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
61.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.21	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$126.00	COUNTY OF CHAMPAIGN EMA 1905 E MAIN ST URBANA, IL 61802-2860	XRX
62.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$191.69	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$128.00	COUNTY OF CHAMPAIGN COUNTY COURTHOUSE PUBLIC DEFENDER EAST 101 E MAIN ST URBANA, IL 61801-2700	XRX
63.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.61	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$127.00	COUNTY OF CHAMPAIGN COURT SERVICES RM 332 101 E MAIN ST URBANA, IL 61801-2736	XRX
64.	B8055H (XEROX B8055H) - ENVELOPE TRAY - 1 LINE FAX - OFFICE FINISHER	\$190.27	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$126.00	COUNTY OF CHAMPAIGN COUNTY JAIL 502 S LIERMAN URBANA, IL 61802	XRX

Order

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Xerox Equipment & Software Added				Meter Pricing Plan								
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
65.	B7030H (XEROX B7030 TND TRAY) - INTEGRATD OFF FINSHR - POSTSCRIPT 3 KIT	\$101.86	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$81.00	COUNTY OF CHAMPAIGN WORKFORCE DEVELOPMNT SERVICES FORD COUNTY 258 W STATE ST PAXTON, IL 60957	XRX
66.	B7030H (XEROX B7030 TND TRAY) - INTEGRATD OFF FINSHR - POSTSCRIPT 3 KIT	\$100.03	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$79.00	COUNTY OF CHAMPAIGN 310 W CHURCH ST SAVOY, IL 61874-9786	XRX
67.	B7030H (XEROX B7030 TND TRAY) - INTEGRATD OFF FINSHR - POSTSCRIPT 3 KIT	\$100.33	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$79.00	COUNTY OF CHAMPAIGN WORKFORCE INVESTMENT AREA 1307 N MATTIS AVE CHAMPAIGN, IL 61821-1818	XRX
68.	B7030H (XEROX B7030 TND TRAY) - INTEGRATD OFF FINSHR - POSTSCRIPT 3 KIT	\$101.52	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$81.00	COUNTY OF CHAMPAIGN YOUTH ASSESSMENT CENTER 2011 ROUND BARN RD CHAMPAIGN, IL 61821-3622	XRX

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Added			Meter Pricing Plan									
Item	Description	Monthly Minimum Charge	Requested Install or Effective Date	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Install Location	Owner
69.	B8075H (XEROX B8075H) - OFFICE FINISHER	\$317.25	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$158.00	COUNTY OF CHAMPAIGN BROOKENS RPC BROOKENS 1776 E WASHINGTON ST URBANA, IL 61802-7692	XRX
70.	B8075H (XEROX B8075H) - OFFICE FINISHER	\$309.98	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$151.00	COUNTY OF CHAMPAIGN COURT SERVICES RM 120 101 E MAIN ST URBANA, IL 61801-2736	XRX
71.	B7030H (XEROX B7030 TND TRAY) - INTEGRATD OFF FINSHR - POSTSCRIPT 3 KIT	\$101.52	4/15/2020	1: Black and White Impressions	Per Pool Plan	54464	Per Pool Plan	-60 months - Annual Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$81.00	COUNTY OF CHAMPAIGN WORKFORCE DEVELOPMNT SERVICS PIATT COUNTY 1115 N STATE ST MONTICELLO, IL 61856-1108	XRX
Total Additions to Monthly Minimum Charge		\$15,226.29										

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Removed or Changed							
Item	Description	Monthly Minimum Charge	Requested Cancel Date	Pool Identifier	Transaction Type	Install Location	Owner
1.	BG0969478: LT PROD COPIERS	(\$911.07)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
2.	EX5411641: LT PROD CONTROLLERS	(\$269.31)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
3.	BG0969510: LT PROD COPIERS	(\$872.53)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
4.	MX4766668: 7845 CONTRACT/EXCEPTION	(\$202.04)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
5.	MX4769929: 7845 CONTRACT/EXCEPTION	(\$202.04)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
6.	Y2B001348: 5755	(\$159.58)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
7.	MX4770074: 7845 CONTRACT/EXCEPTION	(\$199.53)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
8.	MX4770033: 7845 CONTRACT/EXCEPTION	(\$199.53)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
9.	B0W593731: 7970	(\$241.53)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
10.	MX4769978: 7845 CONTRACT/EXCEPTION	(\$200.42)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
11.	MX4770445: 7845 CONTRACT/EXCEPTION	(\$225.07)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
12.	MX4770017: 7845 CONTRACT/EXCEPTION	(\$204.03)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
13.	MX4770045: 7845 CONTRACT/EXCEPTION	(\$206.08)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
14.	MX4770029: 7845 CONTRACT/EXCEPTION	(\$200.42)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
15.	MX4770051: 7845 CONTRACT/EXCEPTION	(\$200.42)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Removed or Changed							
Item	Description	Monthly Minimum Charge	Requested Cancel Date	Pool Identifier	Transaction Type	Install Location	Owner
16.	MX4770031: 7845 CONTRACT/EXCEPTION	(\$201.06)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
17.	MX4752604: 7845 CONTRACT/EXCEPTION	(\$168.92)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
18.	MX4770036: 7845 CONTRACT/EXCEPTION	(\$193.63)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
19.	B0W593660: 7970	(\$405.54)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
20.	MX4770043: 7845 CONTRACT/EXCEPTION	(\$227.74)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
21.	Y2B000888: 5755	(\$157.60)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
22.	MX4770037: 7845 CONTRACT/EXCEPTION	(\$205.98)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
23.	MX4770023: 7845 CONTRACT/EXCEPTION	(\$186.80)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
24.	B0W590955: 7970	(\$368.46)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
25.	EX9309050: 5890APT	(\$474.13)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
26.	Y2B000872: 5755	(\$173.74)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
27.	EX9308331: 5865APT	(\$292.50)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
28.	Y2B001018: 5755	(\$157.11)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
29.	Y2B001729: 5755	(\$158.08)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
30.	Y2B000791: 5755	(\$161.85)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Removed or Changed							
Item	Description	Monthly Minimum Charge	Requested Cancel Date	Pool Identifier	Transaction Type	Install Location	Owner
31.	Y2B000965: 5755	(\$159.69)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
32.	Y2B001332: 5755	(\$157.11)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
33.	Y2B000844: 5755	(\$162.40)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
34.	Y2B000981: 5755	(\$159.90)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
35.	Y2B001350: 5755	(\$150.94)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
36.	Y2B000900: 5755	(\$159.69)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
37.	Y2B000991: 5755	(\$167.42)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
38.	Y2B000905: 5755	(\$158.62)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
39.	Y2B001022: 5755	(\$159.62)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
40.	Y2B000933: 5755	(\$159.36)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
41.	Y2B001297: 5755	(\$164.63)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
42.	EX9309071: 5865APT	(\$292.50)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
43.	EX9309118: 5865APT	(\$285.89)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
44.	EX9309058: 5890APT	(\$469.99)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
45.	Y2B000993: 5755	(\$153.48)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Removed or Changed							
Item	Description	Monthly Minimum Charge	Requested Cancel Date	Pool Identifier	Transaction Type	Install Location	Owner
46.	Y2B001308: 5755	(\$160.17)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
47.	Y2B001327: 5755	(\$160.28)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
48.	Y2B000915: 5755	(\$165.50)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
49.	Y2B001034: 5755	(\$164.63)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
50.	Y2B001319: 5755	(\$161.72)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
51.	Y2B001329: 5755	(\$163.07)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
52.	Y2B000917: 5755	(\$159.69)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
53.	Y2B001114: 5755	(\$171.78)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
54.	Y2B001321: 5755	(\$163.07)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
55.	Y2B001343: 5755	(\$163.07)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
56.	Y2B000960: 5755	(\$159.20)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
57.	Y2B001301: 5755	(\$175.83)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
58.	Y2B001323: 5755	(\$159.20)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
59.	Y2B002083: 5755	(\$161.85)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
60.	Y2B000992: 5755	(\$160.17)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX

Order

under Services Contract # 7107056-001



Xerox Equipment & Software Removed or Changed							
Item	Description	Monthly Minimum Charge	Requested Cancel Date	Pool Identifier	Transaction Type	Install Location	Owner
61.	Y2B001306: 5755	(\$170.42)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
62.	Y2B001324: 5755	(\$163.07)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
63.	Y2B003093: 5755	(\$160.71)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
64.	Y2B000876: 5755	(\$169.38)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
65.	Y2B000786: 5755	(\$156.63)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
66.	Y2B001004: 5755	(\$158.71)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
67.	Y2B001010: 5755	(\$167.02)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
68.	EX9308589: 5890APT	(\$463.37)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
69.	Y2B001318: 5755	(\$164.63)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
70.	Y2B000942: 5755	(\$167.02)	Data Available Upon Request	Data Available Upon Request	Trade	Data Available Upon Request	XRX
Total Subtractions to Monthly Minimum Charge			(\$15,378.17)				

Order

under Services Contract # 7107056-001



DocuCare Break / Fix

Staffing & Management Services Added				
Term 60 Months				
Item	Category	Description	Fixed Price or Subject to Escalation	Modification to Prior Pricing
1	Staffing & Management	Support for Services Provided	Fixed Price	N
Included in Net Monthly Minimum Charge		\$5,132.00		

Order

under Services Contract # 7107056-001

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Hardware & Software Removed or Changed

Item	Category	Description	Monthly Minimum Charge	Transaction Type
1	Hardware	PC	(\$16.00)	Removal
Subtractions to Net Monthly Minimum Charge			(\$16.00)	

Staffing & Management Services Removed or Changed

Item	Category	Description	Transaction Type
1	Staffing & Management Services	Support for Services Provided	Removal
Subtractions to Net Monthly Minimum Charge			(\$5,132.00)

Order

under Services Contract # 7107056-001

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Services Contract Terms & Conditions

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

ANNUAL METER RECONCILIATION: Each month Customer will be billed for the then-current Monthly Minimum Charge(s) under an Order. The number of "Monthly Impressions In Plan" will count towards an Annual Minimum Volume (calculated as twelve (12) times the Monthly Impressions In Plan) for the Equipment installed under an SSO. 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 Additional Impression Charge 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.

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7107056-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

Pool Plan

under Services Contract # 7107056-001

Customer: CHAMPAIGN, COUNTY OF
Bill To: COUNTY OF CHAMPAIGN
C/OXBS
1776 E WASHINGTON ST
URBANA, IL 61802-4516

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Pool Information						Meter Pricing Plan		
Pool Identifier	Pool Name	Pool Transaction Type	Pool Meter Type	Meter Reconciliation Period	Pool Plan Effective Date	Pooled Units (Installed or Pending Delivery)	Monthly Impressions Included in Plan	Pool Additional Impression Charge
54464	B&W 8911	Modified	Black & White	Annual	3/1/2020	70	579,000	\$0.0054
54465	Color	Modified	Color	Annual	3/1/2020	22	0	\$0.0485

The Equipment and pricing for the pool plan 'activity' identified above, are subject solely to the terms of the identified Services Contract #, and this Pool Plan

Authorized Signature

Your signature indicates your agreement to the items and pricing in this Pool Plan.

Signer: Darlene Kloeppel

Phone: 217-384-3776

Customer Authorized Signature:



Date:

5-22-2020

Thank You for your business!
This agreement is proudly presented by Xerox and

Rk Dixon CO Rkd
563-344-9100

For information on your Xerox Account,
Please see your Sales Representative

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54464

Pool Name : B&W 8911

Pool Meter Type : Black & White



Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
1	D110CP	Pending Delivery	Added
2	D110CP	Pending Delivery	Added
3	C8045H	Pending Delivery	Added
4	C8045H	Pending Delivery	Added
5	B7030H	Pending Delivery	Added
6	C8045H	Pending Delivery	Added
7	C8045H	Pending Delivery	Added
8	C8045H	Pending Delivery	Added
9	C7030T	Pending Delivery	Added
10	C8045H	Pending Delivery	Added
11	C8045H	Pending Delivery	Added
12	C8045H	Pending Delivery	Added
13	C8045H	Pending Delivery	Added
14	C8045H	Pending Delivery	Added
15	C8045H	Pending Delivery	Added
16	C8045H	Pending Delivery	Added

Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
17	C8045H	Pending Delivery	Added
18	C8070H	Pending Delivery	Added
19	C8045H	Pending Delivery	Added
20	C8045H	Pending Delivery	Added
21	C8045H	Pending Delivery	Added
22	C8045H	Pending Delivery	Added
23	C8070H	Pending Delivery	Added
24	B8055H	Pending Delivery	Added
25	B8055H	Pending Delivery	Added
26	B8055H	Pending Delivery	Added
27	B8055H	Pending Delivery	Added
28	B8055H	Pending Delivery	Added
29	B8055H	Pending Delivery	Added
30	C8045H	Pending Delivery	Added
31	B8055H	Pending Delivery	Added
32	B8055H	Pending Delivery	Added

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54464

Pool Name : B&W 8911

Pool Meter Type : Black & White



Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
33	B8055H	Pending Delivery	Added
34	B8055H	Pending Delivery	Added
35	B8055H	Pending Delivery	Added
36	B8055H	Pending Delivery	Added
37	B8055H	Pending Delivery	Added
38	B8055H	Pending Delivery	Added
39	B8055H	Pending Delivery	Added
40	C8045H	Pending Delivery	Added
41	B8055H	Pending Delivery	Added
42	B8055H	Pending Delivery	Added
43	B8055H	Pending Delivery	Added
44	B8055H	Pending Delivery	Added
45	B8055H	Pending Delivery	Added
46	B8055H	Pending Delivery	Added
47	B8055H	Pending Delivery	Added
48	B8055H	Pending Delivery	Added

Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
49	B8055H	Pending Delivery	Added
50	B8055H	Pending Delivery	Added
51	B8055H	Pending Delivery	Added
52	B8055H	Pending Delivery	Added
53	B8055H	Pending Delivery	Added
54	B8055H	Pending Delivery	Added
55	B8055H	Pending Delivery	Added
56	B8055H	Pending Delivery	Added
57	B8055H	Pending Delivery	Added
58	B8055H	Pending Delivery	Added
59	B8055H	Pending Delivery	Added
60	B8055H	Pending Delivery	Added
61	B8055H	Pending Delivery	Added
62	B8055H	Pending Delivery	Added
63	B8055H	Pending Delivery	Added
64	B7030H	Pending Delivery	Added

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54464

Pool Name : B&W 8911

Pool Meter Type : Black & White



Xerox Equipment In Pool

Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
65	B7030H	Pending Delivery	Added
66	B7030H	Pending Delivery	Added
67	B7030H	Pending Delivery	Added
68	B8075H	Pending Delivery	Added
69	B8075H	Pending Delivery	Added
70	B7030H	Pending Delivery	Added

Xerox Equipment Removed from Pool

Item	Description	Serial #
1	W7970P	B0W590955
2	W7970P	B0W593660
3	W7970P	B0W593731
4	D110CP	BG0969478
5	D110CP	BG0969510
6	5865APT	EX9308331
7	5890APT	EX9308589
8	5890APT	EX9309050
9	5890APT	EX9309058
10	5865APT	EX9309071
11	5865APT	EX9309118
12	W7845PT	MX4752604
13	W7845PT	MX4766668
14	W7845PT	MX4769929
15	W7845PT	MX4769978
16	W7845PT	MX4770017

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54464

Pool Name : B&W 8911

Pool Meter Type : Black & White

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Xerox Equipment Removed from Pool		
Item	Description	Serial #
17	W7845PT	MX4770023
18	W7845PT	MX4770029
19	W7845PT	MX4770031
20	W7845PT	MX4770033
21	W7845PT	MX4770036
22	W7845PT	MX4770037
23	W7845PT	MX4770043
24	W7845PT	MX4770045
25	W7845PT	MX4770051
26	W7845PT	MX4770074
27	W7845PT	MX4770445
28	W5755APT	Y2B000786
29	W5755APT	Y2B000791
30	W5755APT	Y2B000844
31	W5755APT	Y2B000872
32	W5755APT	Y2B000876

Xerox Equipment Removed from Pool		
Item	Description	Serial #
33	W5755APT	Y2B000888
34	W5755APT	Y2B000900
35	W5755APT	Y2B000905
36	W5755APT	Y2B000915
37	W5755APT	Y2B000917
38	W5755APT	Y2B000933
39	W5755APT	Y2B000942
40	W5755APT	Y2B000960
41	W5755APT	Y2B000965
42	W5755APT	Y2B000981
43	W5755APT	Y2B000991
44	W5755APT	Y2B000992
45	W5755APT	Y2B000993
46	W5755APT	Y2B001004
47	W5755APT	Y2B001010
48	W5755APT	Y2B001018

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54464

Pool Name : B&W 8911

Pool Meter Type : Black & White

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Xerox Equipment Removed from Pool		
Item	Description	Serial #
49	W5755APT	Y2B001022
50	W5755APT	Y2B001034
51	W5755APT	Y2B001114
52	W5755APT	Y2B001297
53	W5755APT	Y2B001301
54	W5755APT	Y2B001306
55	W5755APT	Y2B001308
56	W5755APT	Y2B001318
57	W5755APT	Y2B001319
58	W5755APT	Y2B001321
59	W5755APT	Y2B001323
60	W5755APT	Y2B001324
61	W5755APT	Y2B001327
62	W5755APT	Y2B001329
63	W5755APT	Y2B001332
64	W5755APT	Y2B001343

Xerox Equipment Removed from Pool		
Item	Description	Serial #
65	W5755APT	Y2B001348
66	W5755APT	Y2B001350
67	W5755APT	Y2B001729
68	W5755APT	Y2B002083
69	W5755APT	Y2B003093

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54465

Pool Name : Color

Pool Meter Type : Color



Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
1	C8045H	Pending Delivery	Added
2	C8045H	Pending Delivery	Added
3	C8045H	Pending Delivery	Added
4	C8045H	Pending Delivery	Added
5	C8045H	Pending Delivery	Added
6	C7030T	Pending Delivery	Added
7	C8045H	Pending Delivery	Added
8	C8045H	Pending Delivery	Added
9	C8045H	Pending Delivery	Added
10	C8045H	Pending Delivery	Added
11	C8045H	Pending Delivery	Added
12	C8045H	Pending Delivery	Added
13	C8045H	Pending Delivery	Added
14	C8045H	Pending Delivery	Added
15	C8070H	Pending Delivery	Added
16	C8045H	Pending Delivery	Added

Xerox Equipment In Pool			
Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
17	C8045H	Pending Delivery	Added
18	C8045H	Pending Delivery	Added
19	C8045H	Pending Delivery	Added
20	C8070H	Pending Delivery	Added
21	C8045H	Pending Delivery	Added
22	C8045H	Pending Delivery	Added

Pool Plan

under Services Contract # 7107056-001

Pool Identifier : 54465

Pool Name : Color

Pool Meter Type : Color

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Xerox Equipment Removed from Pool		
Item	Description	Serial #
1	W7970P	B0W590955
2	W7970P	B0W593660
3	W7970P	B0W593731
4	W7845PT	MX4766668
5	W7845PT	MX4769929
6	W7845PT	MX4769978
7	W7845PT	MX4770029
8	W7845PT	MX4770031
9	W7845PT	MX4770033
10	W7845PT	MX4770037
11	W7845PT	MX4770043
12	W7845PT	MX4770045
13	W7845PT	MX4770051
14	W7845PT	MX4770074
15	W7845PT	MX4770445

Pool Plan

under Services Contract # 7107056-001

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Pool Plan Terms & Conditions

1. **THE POOL PLAN** modifies the Services Contract, entered into between Customer and Xerox and identified by its 10-digit Services Contract number on the Pool Plan documents. This Pool Plan and the Services Contract constitute the entire agreement as to the pool(s) identified herein, and supersedes all other oral and written agreements regarding said pool(s). Except as set forth in this Pool Plan, the Services Contract will remain as stated. In the event of a conflict between the terms of the Services Contract and this Pool Plan, this Pool Plan will control.
2. **DEFINITIONS:** Any term not defined below for this Pool Plan will be as set forth in the SSA or SSO. As used herein, the following terms will have these meanings:
 - a. "Additional Impression Charge" or "AIC" means the charge for each impression above the Monthly Impressions Included in Plan.
 - b. "Meter Reconciliation Period" ("MRP") means the frequency with which the actual impressions made on Pooled Equipment are compared to the Monthly Impressions Included in Plan for invoicing purposes. Each pool may only have one MRP.
 - c. "Pool Plan" means a specific pricing arrangement for impressions for 2 or more units of Equipment, with applicable terms and conditions. Multiple Pool Identifiers may exist under a Services Contract.
 - d. "Xerox Equipment In Pool" or "Pooled Equipment" means the Equipment set forth in the Xerox Equipment In Pool table as shown in the Pool Plan documents. An updated Xerox Equipment In Pool table will be issued with each modification to a Pool Plan. Each pool will be identified by a Pool ID. Equipment with both Black & White and Color meters may contribute to more than one pool. Multiple pools may exist under a Services Contract.
 - e. "Monthly Impressions Included in Plan", as shown in the Pool Plan documents, indicates the monthly level of impressions that must be exceeded on the Pooled Equipment before the AIC becomes billable.
 - f. "SSO AIC" means the charge for each impression above the "Monthly Impressions In Plan", as shown in the SSO documents included for each unit which is outside the Pool Plan.
 - g. "Annual" means 12 consecutive months beginning in January.
3. **PRICING** The MMC for each unit of Pooled Equipment will be as set forth in a Services Contract. The AIC pricing for a pool is based on Pooled Equipment that is physically installed or pending delivery. The "Monthly Impressions Included in Plan" and the AIC will be revised as Equipment is added to or removed from a pool. Unless the units' "Plan Features" indicate "Fixed Price", Xerox may annually adjust the AIC. (For state and local government customers, this adjustment will take place at the commencement of such Customer's annual contract cycles).
4. **BILLING** The unit MMCs for Pooled Equipment will be invoiced monthly. The AIC will be invoiced in arrears based on the frequency of the MRP.
5. **ANNUAL RECONCILIATION:** If the MRP is Annual, Xerox will invoice the AIC at the end of each calendar year for impressions in excess of 12 times the Monthly Impressions Included in Plan. Partial years will be invoiced on a pro rata basis, based on a 30-day billing month.
6. **POOL PLAN CREATION AND MODIFICATIONS:** The Pool Plan Effective Date will be (i) the date shown on the face of the Pool Plan documents, or (ii) the installation date of the first newly placed unit of Xerox Equipment In Pool- at the inception of a pool, whichever is later.
 - a. **NEW POOL OR ADDITIONS TO POOL:** When a pool is created or when Equipment is added to a pool the Equipment will be invoiced using its pool AIC in effect at the end of that MRP.
 - b. **REMOVALS FROM POOL:** When a unit of Equipment is removed from a pool and its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a unit of Equipment is removed from a pool and continues under its SSO, it will revert to its SSO AIC, exclusive of any Pool Plan, beginning on the first day of the MRP during which the Equipment is removed from the pool.
 - c. **TERMINATION OF A POOL:** Either party may terminate a pool upon 30 days prior written notice. A modification resulting in less than 2 units in a pool will be a termination of that pool. When a pool is terminated and the Equipment is removed from its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a pool is terminated and the Equipment continues under its SSO it will be invoiced using its then current SSO AIC.
 - d. **TRANSFERRING EQUIPMENT FROM ONE POOL TO ANOTHER POOL:** When Equipment is transferred from one pool to another pool, the Equipment will be invoiced for the entire MRP using the receiving pool's AIC in effect at the end of that MRP.
7. **EQUIPMENT TERMINATION:** When a unit of Equipment in a pool is terminated, Customer will be invoiced for that unit as set forth in this Pool Plan and for any other applicable charges as set forth in the SSA or Services Contract.