

**EXHIBIT****"A"**

**CITY OF ROUND ROCK AGREEMENT  
FOR COPIER LEASE SERVICES AND SOLUTIONS WITH  
XEROX CORPORATION**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

§

This Agreement is for the acquisition of copiers for City facilities, and for related goods and services including delivery, installation, maintenance and warranty coverage, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the \_\_\_\_ day of the month of September, 2016, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and XEROX CORPORATION, whose offices are located at 45 Glover Avenue, Norwalk, Connecticut 06856, referred to herein as "Xerox" or the "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

**RECITALS:**

**WHEREAS**, City desires to acquire copiers for City facilities and to purchase maintenance services and other goods and services related to said copiers, including but not limited to delivery, installation, maintenance and warranty coverage, and City desires to obtain same from Vendor; and

**WHEREAS**, City is a member of the Cooperative Purchasing Network ("TCPN") and Vendor is an approved TCPN vendor; and

**WHEREAS**, City desires to acquire copiers and purchase related services from Vendor through TCPN as set forth herein; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

## **5.0 INVOICES**

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

## **6.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

A. Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

B. Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## **7.0 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

## **8.0 PROMPT PAYMENT POLICY**

Prompt Payment Act. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

### **13.0 DEFAULT**

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

### **14.0 TERMINATION AND SUSPENSION**

A. In the event of an uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.

B. In the event City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected Services and will schedule removal of the affected Equipment. The City will be responsible only for amounts due and owing for the terminated affected Services and affected Equipment up through the date of termination.

### **15.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

### **16.0 ASSIGNMENT AND DELEGATION**

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

### **17.0 NOTICES**

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's address as stated in this Agreement; or

stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **22.0 MISCELLANEOUS PROVISIONS**

**A. Standard of Care.** Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**B. Time is of the Essence.** The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused by City due to Vendor's failure to perform in the special timing requirement circumstances, and subject to the Limitation of Liability provision in the Exhibit "A" (SSA), City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**C. Binding Agreement.** This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

**D. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument

[Signatures on the following page]

# Exhibit "A"

## SERVICES AND SOLUTIONS AGREEMENT



This Services and Solutions Agreement ("SSA"), Number 7151641, is between **City of Round Rock** ("Customer") and **Xerox Corporation** ("Xerox").

1. **SCOPE AND STRUCTURE.** This SSA sets forth the terms and conditions under which Customer may establish one or more Services Contracts for the acquisition in the U.S. of Services, Maintenance Services and Deliverables from Xerox. This SSA is part of the The Cooperative Purchasing Network Agreement ("TCPN"). In the event of conflict between the terms and conditions of this SSA and the TCPN R5245 Contract, the order of precedence will be this SSA, Services and Solutions Order or Statement of Work ("SSO" or "SOW") followed by the TCPN R5245 Contract. Each Services Contract under this SSA constitutes a separate contract and will be assigned its own Services Contract Number consisting of the above SSA number followed by a three-digit extension. Each Services Contract will be established when Customer submits and Xerox accepts the first SSO with a new Services Contract Number. Customer may add Services, Maintenance Services, or Deliverables to an existing Services Contract by issuing additional Orders referencing the applicable Services Contract Number. Each Services Contract will consist of the applicable terms and conditions of this SSA, the first SSO and each additional SSO or SOW with the same Services Contract Number. Xerox may provide Services and/or Products through its U.S. affiliates. Capitalized terms are defined in Section 24 unless defined where first used.

### 2. ORDERS.

- A. Orders may consist of SSOs, SOWs, and/or POs. Each Order must reference an applicable Services Contract Number. Unless otherwise provided in an SSO, terms and conditions of such SSO are applicable to all Orders constituting the applicable Services Contract. Customer POs are for order entry purposes only and will be subject solely to the terms and conditions of the applicable Services Contract, notwithstanding anything contained in any such PO at variance with or in addition to the applicable Services Contract.
- B. Xerox may accept an Order either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit prior to acceptance of each Order. Customer authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.
- C. Orders may be submitted by hard copy or, in the case of SSOs or POs, by electronic means, and those submitted electronically will be considered (i) a "writing" or "in writing"; (ii) "signed"; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (iv) a valid and enforceable Order.

### 3. TERM.

- A. This SSA is effective when signed by Xerox and, unless terminated by either party upon 90 days written notice, continues for 48 months. If this SSA expires or is terminated, each Services Contract will (i) remain in effect until the expiration or termination of all Orders constituting such Services Contract, and (ii) be governed by the terms and conditions of this SSA as if it were still in effect.
- B. The term of each Order will be set forth in such Order. If an Order is terminated, the term of remaining Orders will continue unaltered.
- C. Except as otherwise provided in an SOW or unless either party provides notice of termination at least 30 days before the end of its term, an Order will automatically renew on a month-to-month basis.

4. **PERSONNEL.** Xerox personnel engaged hereunder will comply with Customer's internal security and safety policies that (a) are provided to Xerox in writing, (b) are reasonable and customary, and (c) do not conflict with the applicable Services Contract. Customer will provide Xerox with reasonable prior written notice of such policies and any changes thereto. During the term of this SSA and for a period of 1 year thereafter, neither party will, directly or indirectly, actively solicit the employment of the other party's personnel (including their supervisors) and agents engaged under a Services Contract. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes, or applications for employment will not be considered active solicitation. The sole remedy for breach of this restriction is to receive payment, as liquidated damages and not as a penalty, from the breaching party equal to the individual's then current annual salary (or the fees paid to an agent in the previous 12 months), within 30 days of the start date of the individual. Xerox is an independent contractor hereunder.

### 5. PRICING, PAYMENT, AND TAXES.

- A. **Pricing.** Pricing will be as shown in an Order. Services requested and performed outside Customer's standard working hours will be at Xerox's then-current overtime rate.
- B. **Payment.** Invoices are payable upon receipt and payment must be received within 30 days after the invoice date. For any payment not received within 10 days of its due date, Customer will pay a late charge equal to the greater of 5% of the amount due or \$25. Restrictive covenants will not reduce Customer's obligations. If

## Exhibit "A"

- B. During the term of an Order, Customer will permit access to Customer personnel that Xerox needs to perform the Services.
- C. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal charges will be at Customer's expense.
- D. Customer will legally dispose of all hazardous wastes generated from use of Third Party Hardware and associated supplies.

### 10. EARLY TERMINATION.

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

### 11. INDEMNIFICATION.

- A. Each party, at its expense, if promptly notified by the other and given the right to control the defense, will defend the other from, and pay any settlement agreed to by the indemnifying party or any ultimate judgment for, all claims by third parties for personal injury (including death) or damage to tangible property to the extent proximately caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents in connection with this SSA.
- B. Xerox, at its expense, if promptly notified by Customer and given the right to control the defense, will defend Customer from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in (i)-(vi) below or subject to Section 11.C. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. Excluded herein are claims arising from or relating to: (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) Services performed, or Deliverables provided, to Customer's direction, specification or design, (iii) infringement resulting from or caused by Customer's misuse or unauthorized modification of systems or products; (iv) use of Services or Deliverables in combination with other products, services or data streams not provided by Xerox if such combination forms the basis of such claim; (v) Customer's failure to use corrections or enhancements to the Services or Deliverables provided by Xerox; and (vi) breach of Customer's representations and warranties in Section 9(b). If the use of the Services or Deliverables (excluding Third Party Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and sole expense, exercise any or all of following remedies: (w) obtain for Customer the right to continue to use such Services or Deliverables; (x) modify such Services or Deliverables so they are non-infringing; (y) replace such Services or Deliverables with non-infringing ones; or (z) terminate and/or accept the return of such Deliverables and refund to Customer any amount paid, less the reasonable rental value for the period such Deliverable was available to Customer.
- C. Customer, at its expense, if promptly notified by Xerox and given the right to control the defense, will defend Xerox from, and pay any settlement agreed to by Customer or any ultimate judgment for, all third party claims arising out of or related to Section 11.B(i)-(vi).

# Exhibit "A"

Xerox's expense using Xerox-supplied shipping labels or destroy them in a manner permitted by applicable law. Should Customer's use of Consumable Supplies exceed Xerox's published yields by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge Customer for such excess usage. If Xerox provides paper under a Services Contract, upon 30-days notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

**17. EQUIPMENT STATUS.** Unless Customer is acquiring Previously Installed Equipment, Equipment will be either: (a) "Newly Manufactured", which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the manufactured status of Third Party Hardware.

**18. TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS.** Title to Equipment and Third Party Hardware will remain with Xerox unless purchased by Customer. Risk of loss for the Products will pass to Customer upon delivery. Customer will keep the Products insured against loss and the policy will name Xerox as Loss Payee. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Equipment and Third Party Hardware.

## **19. WARRANTIES AND DISCLAIMERS.**

**A. Services Warranty.** Xerox warrants to Customer that the Services will be performed in a skillful and workmanlike manner. If the Services do not comply with the service levels in an applicable SOW, Customer will notify Xerox in writing detailing its concerns. Within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern, and begin to develop a corrective action plan ("Plan"). As Customer's exclusive remedy for such non-compliance, Xerox will either modify the Services to comply with the applicable service levels or re-do the work at no additional charge within 60 days of finalizing the Plan or another time period agreed to, in writing, by the parties.

**B. Third Party Product Warranty.** For Third Party Products selected solely by Xerox for an Order, Xerox warrants they will operate substantially in conformance with applicable service levels in the SOW. If, within a reasonable time after provision of such Third Party Products, they cannot be brought into substantial conformance with the services levels in the SOW, and such non-conformance is a result of Xerox's use of such Third Party Products, Customer's exclusive remedy is to receive a refund of any fees paid for the non-conforming Third Party Products upon their return to Xerox. Xerox will pass through to Customer any warranties provided to it by the manufacturer or licensor of Third Party Products to the extent permissible.

**C. Warranty Disclaimer and UCC Waiver.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, XEROX MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED; AND XEROX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND ANY WARRANTIES RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY WITH CUSTOMER'S SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

**D.** The warranties set forth in this SSA are expressly conditioned upon the use of the Services and Deliverables for the purposes for which they were intended or designed, and do not apply to Services or Deliverables subjected to misuse, accident, alteration or modification by Customer or any third party (except as specifically authorized in writing by Xerox). In no event will Xerox be responsible for any failure to perform Services caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to perform its obligations under Section 9.A or 9.B.

## **20. SOFTWARE TERMS.**

**A. Software License.** Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (i) Base Software only with the Equipment with which it was delivered; and (ii) Application Software only on any single unit of Equipment for as long as Customer is current in the payment of all applicable software license fees. Customer has no other rights to Software. The Base Software license will terminate; (y) if Customer no

## Exhibit "A"

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

### 24. DEFINITIONS.

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



## Exhibit "A"

NN. "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) used by Xerox to provide certain Services.

OO. "Xerox Work" means, collectively, Developments and Pre-Existing Work.

### CITY OF ROUND ROCK

### XEROX CORPORATION

Signature

Signature

Name (please print)

Name

Title

Title

Address

Address

Date

Date

*Dawn C Ford*

*Dawn C. Ford*

*Public Sector General Manager*

*6836 Austin Center Blvd., Austin, TX 78731*

*10-17-16*

Order

under Services Contract # 7151641-001

# Exhibit "B"



Xerox Equipment &		Meter Pricing Plan		(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Install Location	Owner
1.	5875APT (5875A PT/COP/4TRAY) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	90625	Per Pool Plan	- Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK ADMINISTRATION #1 3RD FL 221 E MAIN ST ROUND ROCK, TX 78664-5299	XRX
2.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation n - Fixed - Consumable Supplies Included	N	CITY OF ROUND ROCK ADMINISTRATION #2 3RD FL 221 E MAIN ST ROUND ROCK, TX 78664-5299	XRX
		2: COLOR	Per Pool Plan	90626	Per Pool Plan				
3.	5955APT (WORKCENTRE 5955) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK FINANCE - BUSINESS CENTER - 2ND FL 231 E MAIN ST ROUND ROCK, TX 78664-5214	XRX
4.	W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation n - Fixed - Consumable Supplies Included	N	CITY OF ROUND ROCK FINANCE #2 (COLOR) 2ND FL 231 E MAIN ST ROUND ROCK, TX 78664-5214	XRX
		2: COLOR	Per Pool Plan	90626	Per Pool Plan				

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Order

under Services Contract # 7151641-001

# Exhibit "B"



Xerox Equipment & Services		Meter Pricing Plan		(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Plan	Install Location	Owner
9.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK ENVIRONMENTAL SVCS 5200 N IH-35 ROUND ROCK, TX 78664	XRX
10.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK FIRE DEPARTMENT - CENTRAL STATION 203 COMMERCE BLVD ROUND ROCK, TX 78664-2115	XRX
11.	W7830PT (W7830PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK FIRE DEPT- STATION# 6 BLVD- LOGISTICS 2919 JOE DIMAGGIO ROUND ROCK, TX 78665-3980	XRX
		2: CULUR	Per Pool Plan	90626	Per Pool Plan				
12.	WC3315DN (WORKCENTRE 3315DN)	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK FIRE DEPARTMENT - STATION# 2 200 W BAGDAD AVE ROUND ROCK, TX 78664-5804	XRX

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## Order

under Services Contract # 7151641-001

## Exhibit "B"



Xerox Equipment &		Meter Pricing Plan		(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Install Location	Owner
17.	WC3315DN (WORKCENTRE 3315DN)	1: BW	Per Pool Plan	90625	Per Pool Plan	- Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK FIRE DEPARTMENT - STATION# 7 2811 OAKMONT DR ROUND ROCK, TX 78665	XRX
18.	WC6605DN (WORKCENTRE 6605)	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK GENERAL SERVICES 212 COMMERCIAL BLVD ROUND ROCK, TX 78664-2116	XRX
		2: Color	Per Pool Plan	90626	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included			
19.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK HUMAN RESOURCE SS STE 100 231 E MAIN ST ROUND ROCK, TX 78664-5214	XRX
		2: COLOR	Per Pool Plan	90626	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included			
20.	5955APT (WORKCENTRE 5955) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK INFORMATION TECHNOLOGY / 2ND FL 221 E MAIN ST ROUND ROCK, TX 78664-5299	XRX

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0 5 3 6 5 4 2 1 1 0 0 6 0 1 4 0

Order

under Services Contract # 7151641-001

# Exhibit "B"



Xerox Equipment		Meter Pricing Plan		(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Plan	Install Location	Owner
25.	5955APT (WORKCENTRE 5955) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK PARKS & RECREATION DEPT BACK OFC STE250 301 W BAGDAD AVE ROUND ROCK, TX 78664-5819	XRX
26.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK POLICE DEPARTMENT - COMMUNICATIONS 2701 N MAYS ST ROUND ROCK, TX 78665-2412	XRX
27.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK POLICE DEPARTMENT - RECORDS 2701 N MAYS ST ROUND ROCK, TX 78665-2412	XRX
28.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK POLICE DEPARTMENT - TRAINING 2701 N MAYS ST ROUND ROCK, TX 78665-2412	XRX

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## Order

Order Services Contract # 7151641-001

## Exhibit "B"



Xerox Equipment		Meter Pricing Plan		(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Install Location	Owner
33.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK POLICE DEPARTMENT - EVIDENCE 2701 N MAYS ST ROUND ROCK, TX 78665-2412	XRX
34.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK POLICE DEPARTMENT - CRIMINAL INVESTN DIV 2701 N MAYS ST ROUND ROCK, TX 78665-2412	XRX
35.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK POLICE DEPARTMENT - NARCOTICS 2701 N MAYS ST ROUND ROCK, TX 78665-2412	XRX
36.	5955APT (WORKCENTRE 5955) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK PLANNING SITE 210 301 W BAGDAD AVE ROUND ROCK, TX 78664-5819	XRX

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## Order

under Services Contract # 7151641-001

## Exhibit "B"



Xerox Equipment &		Meter Pricing Plan		(staples included for equipment with a stapling feature)					
Item	Description	Meter	Monthly Impressions In	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior	Install Location	Owner
41.	W7225P (W7225P 2TRAY) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK TRANSP-CONSTRUCTION INSPECTION SERVICES 2008 ENTERPRISE DR ROUND ROCK, TX 78664-2120	XRX
		2: COLOR	Per Pool Plan	90626	Per Pool Plan				
42.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK UTILITIES - ADMIN 2008 ENTERPRISE DR ROUND ROCK, TX 78664-2120	XRX
		2: COLOR	Per Pool Plan	90626	Per Pool Plan				
43.	5945APT (WORKCENTRE 5945) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK UTILITY BILLING 1ST FL 221 E MAIN ST ROUND ROCK, TX 78664-5299	XRX
44.	WC5325PT (WC5325 PRINTR/TANDEM) - Customer Ed - Analyst Services	1: Total	Per Pool Plan	90625	Per Pool Plan	- 48 months - Xerox Print Services - Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	CITY OF ROUND ROCK VEHICLE MAINTENANC E 901 LUTHER PETERSON ROUND ROCK, TX 78665-1312	XRX

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Order

under Services Contract # 7151641-001

## Exhibit "B"



### Services Contract Terms & Conditions

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

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

**XEROX PRINT SERVICES INVOICING.** Client will be invoiced for XPS Services in a standard Xerox format. The Total Monthly Minimum Charge ("MMC") identified in Exhibit A is billed monthly in advance through the end of the month in which the termination effective date occurs. If the Services Commencement Date is other than the first day of a month, the MMC will be billed for the first month on a pro rata basis. If a Managed Device is added to, or removed to from, the XPS Services Contract during a month, Xerox will bill the Monthly Fee on a pro rata basis. The Excess Charge per Impression ("ECI") identified in Exhibit A is billed in arrears on a quarterly basis for all impressions in excess of three times the Monthly Minimum Print Volume ("MMPV") identified in Exhibit A. If the Services Commencement Date is other than the first day of a month, the MMPV for the first month will be calculated on a pro rata basis. Invoicing and payment for Xerox Contracted Devices will be governed by the terms and conditions of the applicable Equipment Agreement.

**EARLY TERMINATION:** As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7151641-001, 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.

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Device Type	Black & White ! Color	Device Count	Allowed Device Count Variability
Xerox Contracted Devices	Black & White	28	10%

0 5 3 6 5 4 2 1 4 0 0 1 0 0 1 0

Exhibit "B"

# Exhibit B - Managed Device Listing

XPS Services Contract # 7151641-001



## Xerox Contracted Devices

## Exhibit "B"

Market Code	Model Name	Serial	Black & White / Color
5875APT	WorkCentre 5875	On Order	Black & White
W7855PT	WorkCentre 7855	On Order	Color
5955APT	WorkCentre 5955	On Order	Black & White
W7845PT	WorkCentre 7845	On Order	Color
5945APT	WorkCentre 5945	On Order	Black & White
W7855PT	WorkCentre 7855	On Order	Color
W7830PT	WorkCentre 7830	On Order	Color
W7830PT	WorkCentre 7830	On Order	Color
5945APT	WorkCentre 5945	On Order	Black & White
5945APT	WorkCentre 5945	On Order	Black & White
W7830PT	WorkCentre 7830	On Order	Color
WC3315DN	WORKCENTRE 3315	On Order	Black & White
WC3315DN	WORKCENTRE 3315	On Order	Black & White
WC3315DN	WORKCENTRE 3315	On Order	Black & White
WC3315DN	WORKCENTRE 3315	On Order	Black & White
WC3315DN	WORKCENTRE 3315	On Order	Black & White
WC3315DN	WORKCENTRE 3315	On Order	Black & White
WC6605DN	WorkCentre 6605DN	On Order	Color
W7855PT	WorkCentre 7855	On Order	Color
5955APT	WorkCentre 5955	On Order	Black & White
W7845PT	WorkCentre 7845	On Order	Color
W7830PT	WorkCentre 7830	On Order	Color
5945APT	WorkCentre 5945	On Order	Black & White
W7855PT	WorkCentre 7855	On Order	Color
5955APT	WorkCentre 5955	On Order	Black & White
5945APT	WorkCentre 5945	On Order	Black & White
5945APT	WorkCentre 5945	On Order	Black & White
5945APT	WorkCentre 5945	On Order	Black & White
5945APT	WorkCentre 5945	On Order	Black & White
5945APT	WorkCentre 5945	On Order	Black & White
5945APT	WorkCentre 5945	On Order	Black & White
W7845PT	WorkCentre 7845	On Order	Color
5945APT	WorkCentre 5945	On Order	Black & White
5945APT	WorkCentre 5945	On Order	Black & White
5945APT	WorkCentre 5945	On Order	Black & White
5955APT	WorkCentre 5955	On Order	Black & White
WC6605DN	WorkCentre 6605DN	On Order	Color
WC6605DN	WorkCentre 6605DN	On Order	Color
W7225P	WorkCentre 7225	On Order	Color
W7855PT	WorkCentre 7855	On Order	Color
W7225P	WorkCentre 7225	On Order	Color
W7855PT	WorkCentre 7855	On Order	Color
5945APT	WorkCentre 5945	On Order	Black & White
WC5325PT	WorkCentre 5325 Copier/Printer	On Order	Black & White
W7830PT	WorkCentre 7830	On Order	Color
WC5325PT	WorkCentre 5325 Copier/Printer	On Order	Black & White
5945APT	WorkCentre 5945	On Order	Black & White

## Xerox Print Services Description of Services



Client: ROUND ROCK, CITY OF

XPS Services Contract Number: 7151641-001

Exhibit "B"

- e. Assume that networked Managed Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network.
  - f. Provide a dedicated PC or server, as required, that is connected to Client's network at all times ("Client PC"), and allow Xerox to install, use, access, update and maintain the Tools on the Client PC. The Tools cannot be installed on a Client PC or server when other SNMP-based applications or other Xerox Tools are installed, because they may interfere with the Tools.
  - g. Ensure that proper virus protection is installed, maintained, and enabled on the Client PC and any servers, desktop workstations, laptop computers and other hardware attached to or hosting any data on Client's network or output environment. Xerox is not responsible for the disruption of XPS Services or loss of functionality of the Tools caused by any of the foregoing. If the Tools become inoperable due to Client implemented changes to its network, Xerox will work with Client to re-install Tools.
  - h. Assist in implementation of the Tools by providing relevant network information such as the IP address ranges or subnets on which networked Managed Devices reside.
  - i. Distribute Supplies and Consumable Supplies within Client's site (or facilitate Xerox contracted on-site resource to perform this task) and install them in Managed Devices and clear paper jams.
  - j. Resolve any Client network or PC hardware or software issues, or Managed Device software or printing issues not caused by a hard device failure.
  - k. Replace Managed Devices cartridges and CRUs (or facilitate Xerox contracted on-site resource to perform this task).
  - l. Respond to calls from service technicians to validate location and inoperable condition of Managed Devices and provide reasonable access to Client's facilities and personnel as required for the performance of XPS Services.
  - m. Ensure that Managed Devices are installed and operating within the OEM's specifications and are readily accessible to the Xerox authorized service representative.
  - n. Submit meter data for networked Managed Devices when such data cannot be provided by the Tools and work with Xerox to enable the Tools to automatically provide meter data from such Managed Devices. If a meter read for a Managed Device has not been provided by the Tools or submitted by Client for 45 days, Xerox may discontinue some or all of the XPS Services for that Managed Device under this DOS.
  - o. Request Basic/Maintenance Services, Break Fix Services, Supplies and/or Consumable Supplies from the Xerox Help Desk for Managed Devices that are not compatible with the Tools.
  - p. Grant or transfer to Xerox sufficient rights to use software owned, licensed or otherwise controlled by Client, as required, solely for the purpose of providing XPS Services.
  - q. Legally dispose of wastes generated from use of Managed Devices and associated Supplies, Consumable Supplies and CRUs.
  - r. Be solely responsible for: (i) determining whether any Managed Devices are under an existing service, warranty, extended warranty and/or supply contract with the manufacturer or a third party dealer, reseller or service provider ("Pre-Existing Contract(s)"); (ii) what action(s), if any, Client should take with respect to Pre-Existing Contract(s); and (iii) the payment of any early termination fees or other charges associated with the termination of any Pre-Existing Contract(s).
8. **PRICING.** The pricing for XPS Services for the Managed Devices is identified in Exhibit A. Xerox may adjust such XPS Services pricing annually and as specified in Exhibit A.
9. **TERMINATION.** Neither party may terminate the XPS Services during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 90 days written notice to the other party, terminate the XPS Services. In addition, Xerox will have the right to terminate the XPS Services, upon not less than thirty (30) days' notice, if the Services Commencement Date has not occurred, for any reason whatsoever, within ninety (90) days after the date the XPS Services Contract is accepted by Xerox. The expiration or termination of the XPS Services will not affect any of the Equipment Agreement(s), or any other agreement with Xerox under which Client acquired Xerox Contracted Device(s), each of which will remain in full force and effect until the end of its term.
10. **MISCELLANEOUS.** The terms and conditions in this DOS are applicable only to the XPS Services for the Managed Devices covered under the XPS Services Contract and DOS and are not applicable to any other Products under the XPS Services Contract, any other Services Contract, Order or any Equipment Agreement.
11. **DEFINITIONS.** Capitalized terms that are not defined below or elsewhere in this Description of Services have the meaning assigned to them in the XPS Services Contract or Equipment Agreement, including any Orders, amendments or addenda thereto.
- a. **Asset Management Database:** A database that is hosted and maintained by Xerox to facilitate the XPS Services and record and provide reporting on Managed Device activities.
  - b. **CRU:** Client replaceable units or items that an operator can install without service assistance.
  - c. **Device Exchange:** Onsite Break Fix Services are not available for a limited number of Managed Device models, which are designated as "Device Exchange" models in Exhibit B to the XPS Services Contract. If a Device Exchange model requires repair, Xerox will ship a replacement device to the Client. Client will then ship the defective unit back to Xerox within a specified timeframe or be billed for the replacement device.
  - d. **Equipment Agreement:** The agreement between Client and Xerox under which Xerox provides Basic/Maintenance Services, as applicable, for a Xerox Contracted Device.
  - e. **Managed Device(s):** The devices identified in Exhibit B of the XPS Services Contract, which may include Xerox Contracted Devices and/or Non-Xerox Contracted Devices, as applicable.
  - f. **Xerox Contracted Device(s):** A Xerox brand device(s) for which Xerox provides Basic/Maintenance Services, as applicable, under an Equipment Agreement.
  - g. **XPS Services:** The services described in this Description of Services ("DOS").
  - h. **XPS Services Contract:** The agreement between Client and Xerox identified above, including any Orders, amendments or addenda thereto, which sets forth the terms and conditions governing this DOS.
  - i. **Supplies:** Toner and ink for Non-Xerox Contracted Devices, which may be new, remanufactured or reprocessed.



# Summary Page Only Sample

## SECTION A: XEROX CHARGES (XPS EXHIBIT A CHARGES)

### Invoice Format—Summary Page Only (Figure 1)

Provides grand totals for all XPS charges represented on the invoice. Also provides subtotals for each location and applicable taxes.

## Exhibit "B"


List of High Level Charge Type subtotals.

Descending Dollar Amount sequence.

Subtotals by each charge type by install address with tax information.

Billing periods now located on the Detail pages when a Summary plus Detail option is selected.

Rendered On date indicates when the invoice PDF was generated.

xerox 

Page 1 of X

Please Direct Inquiries To:  
Xerox Corporation  
PO Box 860502  
Dallas, TX 75256-0501  
Phone: 800-854-3589

PO: 123456789012345 67890 123456789012345 67890  
Special Reference:  
Xerox DUNS Number: 04859 1852  
Xerox Federal Tax ID: 15-0468020

Due Date: 07/31/2013  
Please Pay This Amount: \$4,500.00

Invoice Number: 230000001  
Invoice Date: 07/01/2013  
Customer Number: 123456789  
Contract Number: 7000001-001

Ship To / Installed At:  
Multiple Locations

Bill To:  
ABC COMPANY  
ACCOUNTS PAYABLE  
123 BROADWAY  
NEW YORK, NY 12999-1224

**Summary of All Charges**

Description	Amount	Tax	Total
Minimum Charges	\$1,000.00	\$1,000.00	\$2,000.00
Usage Based Charges	\$1,000.00	\$1,000.00	\$2,000.00
Impression Charges	\$1,000.00	\$1,000.00	\$2,000.00
Overtime	\$1,000.00	\$1,000.00	\$2,000.00
Supplies	\$1,000.00	\$1,000.00	\$2,000.00
Equipment Moves	\$1,000.00	\$1,000.00	\$2,000.00
One-time Charges	\$1,000.00	\$1,000.00	\$2,000.00
<b>Subtotals</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$2,000.00</b>

Summary for: ABC COMPANY  
789 MAIN ST  
BIRGHAMTON, NY 18918-1234

ATTN: PEGGY  
C/O ACCTS PAYABLE

TAX: NEW YORK  
BROOME  
BIRGHAMTON

STATE 6.0%  
COUNTY 3.0%  
CITY 1.0%

Description	Non-Taxable Amount	Taxable Amount	Tax	Total
Minimum Charges	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00
Usage Based Charges	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00
Impression Charges	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00
Overtime	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00
Supplies	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00
Equipment Moves	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00
Etc.	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00
<b>Subtotals</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$3,000.00</b>

If multiple locations Summary Charges Continue On Next Page

Invoice Totals: \$1,000.00 \$1,000.00 \$1,000.00 \$3,000.00

Payments Made: \$0.00

Please Pay This Amount: \$4,500.00

Invoice Remarks:  
Thank you for doing business with Xerox!

Credit Rebill Remarks go here.

Rendered on 07/01/2013

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK

Ship to/ Installed At:  
Multiple Locations

Bill to:  
ABC COMPANY  
ACCOUNTS PAYABLE  
123 BROADWAY  
NEW YORK, NY 12999-1224

When paying by mail  
send payment to:  
XEROX CORPORATION  
P.O. BOX 327598  
PHILADELPHIA, PA 19182-7998

**Payment**

☐ Please check here if you "Bill To" address or "Ship To / Installed At" location has changed and provide updates on reverse side

CN: 123456789 INV #: 230000001 INV DATE: 07/01/2013 EIPP

Invoice Amount: \$4,500.00

## Pool Plan

under Services Contract # 7151641-001

# Exhibit "B"



### Pool Plan Terms & Conditions

1. **THE POOL PLAN** modifies the Services Contract, entered into between Customer and Xerox and identified by its 10-digit Services Contract number on the Pool Plan documents. This Pool Plan and the Services Contract constitute the entire agreement as to the pool(s) identified herein, and supersedes all other oral and written agreements regarding said pool(s). Except as set forth in this Pool Plan, the Services Contract will remain as stated. In the event of a conflict between the terms of the Services Contract and this Pool Plan, this Pool Plan will control.
2. **DEFINITIONS:** Any term not defined below for this Pool Plan will be as set forth in the SSA or SSO. As used herein, the following terms will have these meanings:
  - a. "Additional Impression Charge" or "AIC" means the charge for each impression above the Monthly Impressions Included in Plan.
  - b. "Meter Reconciliation Period" ("MRP") means the frequency with which the actual impressions made on Pooled Equipment are compared to the Monthly Impressions Included in Plan for invoicing purposes. Each pool may only have one MRP.
  - c. "Pool Plan" means a specific pricing arrangement for impressions for 2 or more units of Equipment, with applicable terms and conditions. Multiple Pool Identifiers may exist under a Services Contract.
  - d. "Xerox Equipment In Pool" or "Pooled Equipment" means the Equipment set forth in the Xerox Equipment In Pool table as shown in the Pool Plan documents. An updated Xerox Equipment In Pool table will be issued with each modification to a Pool Plan. Each pool will be identified by a Pool ID. Equipment with both Black & White and Color meters may contribute to more than one pool. Multiple pools may exist under a Services Contract.
  - e. "Monthly Impressions Included in Plan", as shown in the Pool Plan documents, indicates the monthly level of impressions that must be exceeded on the Pooled Equipment before the AIC becomes billable.
  - f. "SSO AIC" means the charge for each impression above the "Monthly Impressions In Plan", as shown in the SSO documents included for each unit which is outside the Pool Plan.
  - g. "Quarterly" means calendar quarters of 3 consecutive months beginning in January, April, July and October.
3. **PRICING** The MMC for each unit of Pooled Equipment will be as set forth in a Services Contract. The AIC pricing for a pool is based on Pooled Equipment that is physically installed or pending delivery. The "Monthly Impressions Included in Plan" and the AIC will be revised as Equipment is added to or removed from a pool. Unless the units' "Plan Features" indicate "Fixed Price", Xerox may annually adjust the AIC. (For state and local government customers, this adjustment will take place at the commencement of such Customer's annual contract cycles).
4. **BILLING** The unit MMCs for Pooled Equipment will be invoiced monthly. The AIC will be invoiced in arrears based on the frequency of the MRP.
5. **QUARTERLY RECONCILIATION:** If the MRP is Quarterly, Xerox will invoice the AIC at the end of each quarter for impressions in excess of 3 times the Monthly Impressions Included in Plan. Partial quarters will be invoiced on a pro rata basis, based on a 30-day billing month.

6. **POOL PLAN CREATION AND MODIFICATIONS:** The Pool Plan Effective Date will be (i) the date shown on the face of the Pool Plan documents, or (ii) the installation date of the first newly placed unit of Xerox Equipment In Pool- at the inception of a pool, whichever is later.
  - a. **NEW POOL OR ADDITIONS TO POOL:** When a pool is created or when Equipment is added to a pool the Equipment will be invoiced using its pool AIC in effect at the end of that MRP.
  - b. **REMOVALS FROM POOL:** When a unit of Equipment is removed from a pool and its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a unit of Equipment is removed from a pool and continues under its SSO, it will revert to its SSO AIC, exclusive of any Pool Plan, beginning on the first day of the MRP during which the Equipment is removed from the pool.
  - c. **TERMINATION OF A POOL:** Either party may terminate a pool upon 30 days prior written notice. A modification resulting in less than 2 units in a pool will be a termination of that pool. When a pool is terminated and the Equipment is removed from its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a pool is terminated and the Equipment continues under its SSO it will be invoiced using its then current SSO AIC.
  - d. **TRANSFERRING EQUIPMENT FROM ONE POOL TO ANOTHER POOL:** When Equipment is transferred from one pool to another pool, the Equipment will be invoiced for the entire MRP using the receiving pool's AIC in effect at the end of that MRP.
7. **EQUIPMENT TERMINATION:** When a unit of Equipment in a pool is terminated, Customer will be invoiced for that unit as set forth in this Pool Plan and for any other applicable charges as set forth in the SSA or Services Contract.

## Pool Plan

under Services Contract # 7151641-001

Pool Identifier : 90625

Pool Name : City of Round Rock Pool

Pool Meter Type : Black & White

## Exhibit "B"



Xerox Equipment in Pool			
Item	Description	Status	Equipment Added or Changed in this Order
33	5945APT	Pending Delivery	Added
34	5945APT	Pending Delivery	Added
35	5945APT	Pending Delivery	Added
36	5955APT	Pending Delivery	Added
37	WC6605DN	Pending Delivery	Added
38	WC6605DN	Pending Delivery	Added
39	W7225P	Pending Delivery	Added
40	W7855PT	Pending Delivery	Added
41	W7225P	Pending Delivery	Added
42	W7855PT	Pending Delivery	Added
43	5945APT	Pending Delivery	Added
44	WC5325PT	Pending Delivery	Added
45	W7830PT	Pending Delivery	Added
46	WC5325PT	Pending Delivery	Added
47	5945APT	Pending Delivery	Added

## Exhibit "B"

<b>Document Signature</b>	
Your signature indicates your agreement to the items and pricing in this Pool Plan	
Signer: Alan McGraw	Phone: 512-218-5410
Customer Authorized Signature: _____	Date: _____
<div>Thank You for your business! This agreement is proudly presented by Xerox and <b>John Ferrell</b> <b>512-343-3652</b> For information on your Xerox Account, Please see your Sales Representative</div>	



**Invoice Format—Summary plus Device Detail (Figures 2 & 3)**  
Includes Summary format described above plus detailed charges for each location. There are 2 detail options:

**A) Detail by Location/Serial Number (Figure 2) DEFAULT**

Minimums and Impressions are listed and Subtotalled by device serial number.

# Exhibit "B"

This page only shows  
when Impression  
lines with Pool  
ID/Pool Name exist  
on invoice.  
Subtotal for each pool  
or committed volume  
grouping display.

### Page Breaks by Install Address

Minimum and Meter  
charges listed together  
and subtotaled for each  
serial number.

Displays 1st Client Data  
reference field value, if  
present.

Tax displayed per location.



## XPS Xerox Leased Devices Invoice Backup Workbook

Default option includes 3 tabs: Unformatted, Formatted by Install Address and Formatted by Serial Number.

Below is a sample of the worksheet unformatted.

## Exhibit "B"

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	Invoice #	Invoice Date	Bill To	PO Number	Client Date 1 Label	Client Date 2 Label	Client Date 3 Label	Client Date 4 Label	Serial Number / ID	Charge Description	Monthly Charge	Impressions	Other	Cost	Revenue	Profit	Client Account Number
1	201601082	20160108	ABC COMPANY	MM064608	1002				BRE001825	BW Impressions	\$1.10	80,024		\$0.024	485	\$1.10	712344-00
2	201601082	20160108	ABC COMPANY	MM064608	1002				BRE001825	Color Impressions		812211		\$0.1100	2291	\$122.11	712344-00
3	201601083	20160108	ABC COMPANY	MM064608	1002				BRE001825	Xerox Equipment & Software - unit cost	\$1,000.00			\$1,000.0000	1	\$1,000.00	712344-00
4	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001829	BW Impressions	\$0.92	80,024		\$0.024	305	\$0.92	712344-00
5	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001829	Color Impressions	\$218.90	90,1100		\$0.1100	1940	\$218.90	712344-00
6	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001829	Xerox Equipment & Software - unit cost	\$500.00			\$500.0000	1	\$500.00	712344-00
7	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001387	Color Impressions	\$5,185.35	80,1100		\$0.1100	4975	\$5,185.35	712344-00
8	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001387	Overseas Impressions	\$165.00			\$0.1600	108	\$165.00	712344-00
9	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001387	Xerox Equipment & Software - unit cost	\$1,000.00			\$1,000.0000	1	\$1,000.00	712344-00
10	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001473	BW Impressions	\$0.00	80,0024		\$0.0024	0	\$0.00	712344-00
11	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001473	Color Impressions	\$32.23	90,1100		\$0.1100	293	\$32.23	712344-00
12	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001473	Overseas Impressions	\$15.00			\$0.1500	100	\$15.00	712344-00
13	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001473	Xerox Equipment & Software - unit cost	\$1,000.00			\$1,000.0000	1	\$1,000.00	712344-00
14	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001562	Color Impressions	\$32.23	80,1100		\$0.1100	293	\$32.23	712344-00
15	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001562	Overseas Impressions	\$15.00			\$0.1500	100	\$15.00	712344-00
16	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001562	Xerox Equipment & Software - unit cost	\$1,000.00			\$1,000.0000	1	\$1,000.00	712344-00
17	201601083	20160108	ABC COMPANY	MM064608	1002				BRE001611	Color Impressions	\$32.23	80,1100		\$0.1100	293	\$32.23	712344-00
18	201601083	20160108	ABC COMPANY	MM064608	1002				BRE001611	Overseas Impressions	\$15.00	90,1360		\$0.1360	100	\$15.00	712344-00
19	201601083	20160108	ABC COMPANY	MM064608	1002				BRE001611	Xerox Equipment & Software - unit cost	\$1,000.00			\$1,000.0000	1	\$1,000.00	712344-00
20	201601083	20160108	ABC COMPANY	MM064608	1002				BRE001630	Color Impressions	\$32.23	80,1100		\$0.1100	293	\$32.23	712344-00
21	201601083	20160108	ABC COMPANY	MM064608	1002				BRE001630	Overseas Impressions	\$15.00	90,1500		\$0.1500	100	\$15.00	712344-00
22	201601083	20160108	ABC COMPANY	MM064608	1002				BRE001630	Xerox Equipment & Software - unit cost	\$1,000.00			\$1,000.0000	1	\$1,000.00	712344-00
23	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001643	Color Impressions	\$0.70	80,0293		\$0.0293	29	\$0.70	712344-00
24	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001643	Overseas Impressions	\$15.00			\$0.1500	100	\$15.00	712344-00
25	201601083	20160108	ABC COMPANY	MM064608	1001				BRE001643	Xerox Equipment & Software - unit cost	\$1,000.00			\$1,000.0000	1	\$1,000.00	712344-00

This is raw data. Notice there is no groupings. It is sorted by serial number.

Sample below of worksheet formatted by Usage Detail.

X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ
Usage Credits	Billable Usage	Meter Flip/Rollout Ind.	Point ID	Pool Name	Pool Total Usage	Pool Total Allowance	Pool Total Billable Usage	Install Name	Install Address 1	Install City	State	Install Zip + 4
15	485							ABC CORPORATE	12300 COMMERCE PARK	BEACHWOOD	OH	44101-1234
15	365							ABC COMPANY	5737 W SYLVANIA AVE	TOLEDO	OH	44101-1234
								ABC COMPANY	123456789012345678901234567890	SPRINGFIELD	OH	44101-1234
K	L	M	N	O	P	Q	R	S	T	U	V	W
Contract Number	Bill Period	Customer Number	Equipment Brand	Model Name	Usage Type	Current Read	Previous Read	Usage	Effective Allowance			
900034	485	\$1.16	7123445-001	xerox/xerox-xerox/xerox	716422268	Xerox	1C092030	BW	2569	1500	1020	569
900024	365	\$0.82	7123445-001	xerox/xerox-xerox/xerox	716422268	Xerox	1C092030	BW	1000	200	600	400
		\$20.00						BW Total				
900034	485	\$20.00	7123445-001	xerox/xerox-xerox/xerox	716422268	Xerox	Office Jet 5000 (100)	Color	6000	2000	2000	0

I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Invoice Number	Invoice Date	Bill To Account Name	PO Number	<Client Data 1 Label>	Serial Number/ID#	Charge Description	Monthly Charge	Impressions	Other					
301631063	x/x/x/x/x/x/x	ABC COMPANY	MM064606	1002	BRE001025	BW Impressions		\$1.16						
301631063	x/x/x/x/x/x/x	ABC COMPANY	MM064603	1001	BRE001025	BW Impressions		\$3.82						
							\$0.00	\$20.00	0					
301631063	x/x/x/x/x/x/x	ABC COMPANY	MM064606	1004	mBRE001080	Color Impressions		\$40.00						
301631063	x/x/x/x/x/x/x	ABC COMPANY	MM064606	1004	PR222002106	Color Impressions		\$23.84						
							\$0.00	\$5,973.69	0					
301631063	x/x/x/x/x/x/x	ABC COMPANY	MM064606	1002	BRE001025	Xerox Equipment & Software - msi		\$30.00						
301631063	x/x/x/x/x/x/x	ABC COMPANY	MM064606	1001	BRE001025	Xerox Equipment & Software - msi		\$30.00						