FOURTH AMENDMENT TO INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS SERVICE AGREEMENT

ACS ENTERPRISE SOLUTIONS, LLC

(City-wide Information Technology and Information Services)

THIS FOURTH AMENDMENT TO INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS SERVICE AGREEMENT ("Fourth Amendment"), is made and entered into this 28th day of July, 2014, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City," and ACS ENTERPRISE SOLUTIONS, LLC ("Contractor"), a Delaware limited liability company authorized to do business in California (formerly ACS Enterprise Solutions, Inc.), on the terms and conditions set forth below.

RECITALS

WHEREAS, the Parties entered into an Information Technology Telecommunication Service Agreement dated July 1, 2008 ("Agreement"), whereby Contractor provides the City with certain information technology and information services; and

WHEREAS, on December 22, 2010, the Parties amended the Agreement by executing the First Amendment to modify the services provided by Contractor to include certain hardware, remote care and consumables and fulfillment services (the "First Amendment"); and

WHEREAS, on July 24, 2012, the Parties amended the Agreement by executing the Second Amendment to modify the term of the Agreement by exercising the first of three two-year options to renew information technology and information services; and

WHEREAS, on March 6, 2014, the Parties amended the Agreement by executing the Third Amendment to modify the term of the agreement by exercising the second of three two-year options to renew information technology and information services; and

WHEREAS, the parties now wish to modify the services provided under the First Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Contractor agree as follows:

1. The following sentence is added to the definition of "MACD – (Move Add Change Dispose)" under Article 1, Definitions:

MACDs will be in substantially the form of the template MACD attached hereto as

Exhibit 2.

2. The table at the beginning of Article 3, Scope of Additional Services, Section H, Financial Terms, of the First Amendment is deleted in its entirety and replaced with the following table:

Item	Monthly Minimum Charge	B & W Impressions Included in Minimum	Color Impressions Included in Minimum	B & W Meter Charge (impressions over Minimum)	Color Meter Charge (impressions over Minimum)
MPS Services (Includes 3rd Party Network Printer)	$ 10,746.00	150,000	40,000	$ 0.0150	$ 0.0715
Xerox Print Technology	$ 20,211.00	285,000	113,000	$ 0.0078	$ 0.0818
Monthly Equipment Component (included in Xerox Print Technology)	$7,994.00 (included in Xerox Print Technology amount above)				
MPS Services (3rd Party Network Printers) Police Department				$ 0.0150	$ 0.0715
ColorQube Tier 2				$ 0.0310	
ColorQube Tier 3				$ 0.0845	
Xerox Non-Pooled Products	$ 1,574.00				
4510B		1,000		$ 0.0129	
6279P		10,000 sq ft		$ 0.0352 sq ft	
6279SCAN		N/A		N/A	
WFCNTRL4		N/A		N/A	
6280DN		1,000	500	$ 0.0252	$ 0.1419
Total	$ 32,531.00				

3. The paragraph titled "Account Management and Monthly/Quarterly Volume Reviews" under Article 3, Scope of Additional Services, Section H, Financial Terms, of the First Amendment is modified as follows, with strikethrough language being deleted and bold, underlined, italicized language being added:

> ACS and the City will meet monthly or quarterly (at the City's discretion) to review impression volumes and associated meter billing. ~~At any time, including, but not limited to, the event that the City's actual monthly impression volume is below the monthly "Impressions Included in Minimum" for 4 consecutive months, the City may request a PCR to adjust the "Impressions Included in Minimum" and the associated~~

~~charges, if applicable.~~ ***Based on recent activity, including the impact of any MACDs, the City may request a PCR to adjust the table at the beginning of Article 3, Scope of Additional Services, Section H, Financial Terms. The PCRs may include, but are not limited to changes in Impression Volume and Meter Charges.***

4. The paragraphs titled "Project Change Requests" under Article 3, Scope of Additional Services, Section H, Financial Terms, of the First Amendment are modified as follows, with strikethrough language being deleted and bold, underlined, italicized language being added:

   A Project Change Request (PCR) is, when approved by the City, the only method by which any material provision ***to Article 3, Scope of Additional Services, Section H, Financial Terms,*** ~~of the Additional Services~~ may be modified, changed, expanded, or extended. The PCR will identify and describe any change, the rationale for the change, and the effect any necessary changes may have on the project including but not limited to timeline, investment, technology, or quality.

   If any material change to the Additional Services ***under Article 3, Scope of Additional Services, Section H, Financial Terms,*** is needed, a PCR will be prepared. Contractor will develop prices, schedule(s), methodologies, use of related technologies, and other terms consistent with the terms of this Amendment. The Parties will review the PCR and will either (i) approve, (ii) reject, or (iii) authorize further investigation to be made. If the investigation is authorized by the Parties, the PCR will be approved, which will constitute approval for the investigation charges to be billed to the City by Contractor. The final PCR must be signed by both Parties in order to authorize implementation of the agreed-upon charges. ***PCRs will be in substantially the form of the template PCR attached hereto as Exhibit 1.***

5. The paragraph following the second bullet under the "Termination for Convenience" part of Article 3, Scope of Additional Services, Section H, Financial Terms, of the First Amendment is modified as follows, with strikethrough language being deleted and bold, underlined, italicized language being added:

- The term of the Xerox Print Technology ***will be in accordance with Appendix B, which is attached and incorporated into this Fourth Amendment ("Appendix B")***~~, as listed on the above table, will be sixty (60) months from the date of installation of the equipment (the "Print Technology Term").~~ The Xerox Print Technology will be provided in accordance with the terms and conditions of the Agreement between Midwestern Higher Education Commission ("MHEC") and Xerox Corporation, effective July 1, 2008 ("MHEC Agreement"). In the event the City terminates ***the***~~this Services~~ Agreement ~~Amendment~~ ***or allows the Agreement to expire*** prior to the end of the Print Technology Term ***as set forth in Appendix B***, the City shall pay ACS, within thirty (30) days of termination ***or expiration***, an early termination charge ***in accordance with Appendix B.*** ~~equal to the Monthly Minimum Charge for the Xerox Print Technology (as set forth on the table above) times the remaining months in such term. If the City terminates the Agreement between the City and ACS, the~~

~~Xerox Print Technology portion of this Amendment will remain in effect for the remainder of the Print Technology Term and be subject to the terms and conditions of the MHEC Agreement, including but not limited to Article IV.~~ ***If the City does not extend the Agreement beyond June 30, 2016 (or if the City exercises its third two-year option under the Agreement and the City does not extend the Agreement beyond, June 30, 2018), the City shall have the option to either (a) pay the termination charge set forth above or (b) accept by assignment the rights and obligations of ACS under Managed Services Order # 7102773-001 between ACS and the Xerox Corporation, including all related addenda and attachments (Appendix C).***

6. The following paragraph is added as a new subsection under Article 3, Scope of Additional Services, Section H, Financial Terms, of the First Amendment:

> **Credit.** Following installation of all equipment listed under Appendix A in the Fourth Amendment, ACS will make available a $60,000 credit for the City's use. The credits are specific to purchases of Xerox non-contractual supplies (Staples or any other Xerox supplies, not included in the contract). The credit will expire after 24 months from the effective date of the Fourth Amendment and any non-used portion of the credit will forfeited. ACS will track the credit and will report the usage and balance on the quarterly customer communications meeting.

7. The paragraph following the second bullet under the "Termination for Cause" part of Article 3, Scope of Additional Services, Section H, Financial Terms, of the First Amendment is modified as follows, with strikethrough language being deleted and bold, underlined, italicized language being added:

- The term of the Xerox Print Technology ***will be in accordance with Appendix B, which is attached and incorporated into this Fourth Amendment ("Appendix B")***~~, as listed on the above table, will be sixty (60) months from the date of installation of the equipment (the "Print Technology Term").~~ The Xerox Print Technology will be provided in accordance with the terms and conditions of the Agreement between Midwestern Higher Education Commission ("MHEC") and Xerox Corporation, effective July 1, 2008 ("MHEC Agreement"). In the event the City terminates ***the***~~this Services~~ Agreement ~~Amendment~~ ***or allows the Agreement to expire*** prior to the end of the Print Technology Term ***as set forth in Appendix B***, the City shall pay ACS, within thirty (30) days of termination ***or expiration***, a~~n early~~ a termination charge ***in accordance with Appendix B.*** ~~equal to the Monthly Minimum Charge for the Xerox Print Technology (as set forth on the table above) times the remaining months in such term. If the City terminates the Agreement between the City and ACS, the Xerox Print Technology portion of this Amendment will remain in effect for the remainder of the Print Technology Term and be subject to the terms and conditions of the MHEC Agreement, including but not limited to Article IV.~~ ***If the City does not extend the Agreement beyond June 30, 2016 (or if the City exercises its third two-year option under the Agreement and the City does not extend the Agreement beyond, June 30, 2018), the City shall have the option to either (a) pay the termination charge set forth above or (b) accept by assignment the rights and obligations of ACS under Managed Services Order # 7102773-001 between ACS and the Xerox Corporation,***

including all related addenda and attachments (Appendix C). Appendix C is attached and incorporated into this Fourth Amendment ("Appendix C").

8. Appendix A to the First Amendment, In-Scope Devices, is deleted in its entirety and replaced with Appendix A attached and incorporated into this Fourth Amendment.

9. All other terms and conditions of the Agreement and the First Amendment are unchanged and remain in full effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Contractor and the City have executed this Fourth Amendment.

CITY OF RIVERSIDE,
a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

ACS ENTERPRISE SOLUTIONS, LLC,
a Delaware limited liability company

By: _____
Michael Moore, Senior Vice President

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EXHIBIT 1

TEMPLATE PROJECT CHANGE REQUEST (PCR)

The City of Riverside ("City") and ACS Enterprise Solutions, LLC ("Contractor"), entered into an Information Technology Telecommunication Service Agreement dated July 1, 2008 (the "Agreement"), whereby Contractor provides the City with certain information technology and information services.

City and Contractor agree to the changes set forth in Schedule 1 attached to this Project Change Request (PCR).

CITY OF RIVERSIDE	**ACS ENTERPRISE SOLUTIONS, LLC**
_____	_____
Authorized Signature	Authorized Signature
_____	Michael L. Moore SVP
Name and Title (Type/Print)	Name and Title (Type/Print)

Schedule 1

[redacted]		[redacted]	
[redacted]		[redacted]	

[redacted]		[redacted]		[redacted]	
[redacted]		[redacted]		[redacted]	
[redacted]		[redacted]		[redacted]	
[redacted]		[redacted]		[redacted]	

Initiator information

[redacted]	[redacted]

PCR information

[redacted]	# 1
[redacted]	[redacted]
Date	
[redacted]	

1. Detail breadth of change to project price:

None at this time

2. Detail breadth of change to project schedule, including organizational responsibility:

3. Detail breadth of change to project technical specification, including organizational responsibility:

None at this time.

[redacted]

[redacted]			
[redacted]		**$ 0**	
Effective Date of Change			
Xerox Change Authority (Xerox Signature)		**Customer Change Authority (Customer Signature)**	
Print Name	**Date**	Print Name	**Date**

EXHIBIT 2

TEMPLATE MACD FORM – (Move, Add, Change, Dispose)

Overview:

This form will be used to track movements, additions, changes and disposal of machines during the Managed Print Services Program (MPS). If a printer is moved, added changed or disposed, please complete sections I – VII.

I. General Information

Requestor Name: Requestor Phone:

Requestor E-mail:

City of Riverside Help Desk Ticket Number:

Department Manager Name:

Asset Manufacturer: Asset Model:

Xerox Asset Number:

Serial Number:

Requested MACD Date: **MACD Type**: Move ☐ Add ☐ Change ☐ Disposal ☐

II. Business Information

Description of Business Need:

Specific Criteria to consider: [EXAMPLE SET]

- What workstations need to map to this printer for Windows printing?
- Will printer need to fax?
- Will printer need to print labels?
- Is there a need for multiple trays?
- Does the printer need a stand?
- What is the projected volume for this device (monthly)? Unsure, minimal to medium?
- Do you have any special needs for this device (11x17, staples, etc)?
- Other (Special Applications)

Department Manager Approval:

Recommendation by Xerox:

Approved by Innovation and Technology Management:

III. Current Device Location	
Current Building:	
Current Site Address:	Current Room/Cube/Location:
Current Site City/State/Zip:	
Current Floor:	
Asset Number:	
Current Key Device Operator Name:	
Current Key Device Operator Phone:	Current Key Device Operator Email:
Backup Key Device Operator Name:	
Backup Key Device Operator Phone:	Backup Key Device Operator E-mail:

IV. New Device Location	
New Building:	
New Address:	New Room/Cube/Location:
New City/State/Zip:	
New Floor:	
City of Riverside Yes ☐ or No ☐	
Xerox to Move? Yes ☐ or No ☐	
New Key Device Operator Name:	
New Key Device Operator Phone:	New Key Device Operator Email:
Backup Key Device Operator Name:	
Backup Key Device Operator Phone:	Backup Key Device Operator Email:
Recommendation (Rationale):	

V. New Connectivity Information (To be provided by Innovation and Technology)
IP Address:
MAC Address:
Install meter

VI. Disposal	
Asset or Serial Number:	End Meter Read:
Reason for Removal:	

VII. Notes

MACD Form – Schedule 1: *In-Scope Device Changes*

Overview/Directions:
When applicable, Appendix A, In-Scope Devices, should be updated and attached to the MACD Form as Schedule 1 in order to accurately track the MACD changes. These changes will be completed by Contractor prior and subject to Innovation and Technology Management approval of the MACD Form. The net result of tracking the changes will be an accurate, up-to-date listing of all In-Scope Devices.

APPENDIX A

In-Scope Devices

XOS Proactive monitoring will consist of:

1. Xerox MFDs
2. Third Party Printers Network-Attached Printers to be managed proactively for consumables only
3. Police Department In-Scope Devices

1. Xerox MFDs

	Model	Serial Number	Asset Number
1	WC7775P	TBD	TBD
2	WC7775P	TBD	TBD
3	WC7775P	TBD	TBD
4	WC7775P	TBD	TBD
5	WC7775P	TBD	TBD
6	WC7775P	TBD	TBD
7	WC7775P	TBD	TBD
8	W7830PT	TBD	TBD
9	3CQ9303	XNE136660	X00BVB74
10	4510B	ART001489	Not Active
11	6279P	LXE471490	Not Tagged
12	6279 SCAN	LXT476017	Not Tagged
13	6280DN	NKA167673	X00B7OVE
14	MFP3635X1	BB1496070	X00BVBDT
15	MFP3635X1	BB1496071	X00BVBDM
16	MFP3635X1	BB1496072	X00BVBIB
17	W7545P	XKP063663	X00B70XJ

18	W7545P	XKP063677	X00B70XJ
19	W7545P	XKP063697	X00B70XO
20	W7545P	XKP511218	X00B7OXF
21	W7545P	XKP511283	X00B7OXF
22	W7545P	XKP511286	X00B70XK
23	W7545P	XKP511288	X00B70XQ
24	W7545P	XKP511290	X00B70XP
25	W7545P	XKP511306	X00B70XV
26	W7545P	XKP514979	X00B70W9
27	W7556P	XKP063667	X00B7OXE
28	W7556P	XKP063671	X00B70XU
29	W7556P	XKP063698	X00B70XT
30	W7556P	XKP063700	X00B70XI
31	W7556P	XKP511216	X00B70XN
32	W7556P	XKP511221	X00B70XX
33	W7556P	XKP511227	X00B70XX
34	W7556P	XKP511293	X00B70XL
35	W7556P	XKP546606	X00BVB9I
36	W7556P	XKP551093	X00BVBBN
37	W7845PT	MX4324588	X00BVBDZ
38	W7845PT	MX4341045	X00BVB6Y
39	W7855PT	MX4329895	X00BVB6R
40	WC7775P	RFX016912	X00BVBFX
41	WC7775P	RFX351872	X00B7P0F
42	WFCNTRL4	UXC308610	Accessory

2. **Third party Network-Attached Devices proactive consumable fulfillment only**

	Model Name	Serial Number	Asset Number
1	LaserJet Pro 400 color MFP M475dw	CND8F7W4ZG	X00BVBC1
2	Color LaserJet CM2320nf MFP	CNF9B41N3X	X00BVBGI
3	LaserJet P2015	CNBJL11729	5748E285
4	LaserJet 500 Plus	JPCCDBF014	X00BVBAR
5	LaserJet 4100	USJNG25731	X00BVBPL
6	Color LaserJet Enterprise CP5520n	CNGCF7X190	X00BVBAC
7	LaserJet 4000	USEF155740	1FD1D5EF
8	Color LaserJet 4650	JPKAD29688	2E9B9C6B
9	Color LaserJet CM6040MFP	CNCCD741LP	X00BVBG4
10	LaserJet Pro 400 color MFP M475dw	CND8FB9B08	X00B7P1Z
11	LaserJet 9050	JPRCC7L96C	X00BVBF4
12	Color LaserJet Enterprise CP5520n	CNGCF7H29H	X00BVBGG
13	LaserJet Pro 300 Color MFP M375nw	CND8F6C1GB	X00BVBGD
14	LaserJet Enterprise P3015	VNBCC1J23B	X00BVB7F
15	LaserJet Enterprise 600 M601dn	CNCCF6G067	X00BVB7C
16	DesignJet 4020	JPBCD3R1S9	X00BVB5S
17	1320c Color Laser Printer	930386422	X00BVBE1
18	Color LaserJet Enterprise CP4025dn	JPBCD4K2L2	X00BVBPV
19	LaserJet Pro M1536dnf MFP	CNC9C6KCX4	9DBD9519
20	LaserJet Pro 400 color MFP M475dw	CND8F7PCZ1	X00BVBPD
21	LaserJet Enterprise 500 Color M551dn	CNBCD6V073	X00BVBAM
22	LaserJet Enterprise 500 Color M551dn	CNCCF3D1D6	X00BVB7T
23	LaserJet P4515dn	CNDY896498	X00BVB6Z
24	Color LaserJet 5550	JPFC65J00F	X00BVBF6

25	Color LaserJet CP2025dn	CNGS403078	X00BVBGL
26	LaserJet Enterprise 600 M601n	CNCCG3N0FB	X00BVB75
27	Color LaserJet 4700	JPGLB08260	X00B70W0
28	LaserJet P4015n	JPDF237895	X00B70WG
29	Color LaserJet 4650	JPKAD45489	X00B70WH
30	LaserJet 5000	JPC3014123	X00B70WI
31	Color LaserJet 5500	JPGR000898	X00B70WJ
32	Color LaserJet 5550	JPFC59M05K	X00B70WK
33	LaserJet 4345mfp	CNJYF11101	X00B70WM
34	LaserJet 4345mfp	CNJYF31148	X00B70WZ
35	LaserJet 2200d	CNGRD32999	X00B70X1
36	LaserJet 4100	USBNF24940	X00B70XY
37	LaserJet 4250	CNDXG00115	X00B70XZ
38	LaserJet 4100	USBNF24934	X00B70Y2
39	LaserJet 4200	CNDX402851	X00B70Y3
40	5110cn Color Laser Printer	0926889404	X00B70Y4
41	LaserJet 4100	USBDJ12041	X00B70Y6
42	Color LaserJet 4650	JPKAC48042	X00B70YA
43	Color LaserJet 5550	JPSC84F02S	X00B70YB
44	Color LaserJet 3800	CNRBB39925	X00B70yz
45	LaserJet P2015	CNB9M01942	X00B70Z0
46	LaserJet 4250	USBXX10699	X00B70Z1
47	Color LaserJet 3600dn	CNTBB78438	X00B70Z7
48	Color LaserJet 3600dn	CNWBB34099	X00B70ZB
49	LaserJet 3390	CNRJR06690	X00B70ZD
50	Color LaserJet 5550	JPSC7BJ001	X00B70ZE
51	LaserJet 4250	CNRXL62212	X00B70zg
52	LaserJet P4014	CNDX206279	X00B70ZH

53	1320c Color Laser Printer	0930330713	X00B70ZJ
54	LaserJet P2015	CNBJM35846	X00B70ZM
55	LaserJet P2015	CNB9L25565	X00B70ZP
56	Color LaserJet 5550	JPDC4CJ00L	X00B70ZR
57	Color LaserJet 4700	JPTLB50483	X00B7OV6
58	LaserJet 8000	HP80000PS01	X00B7OV7
59	5100cn Color Laser Printer	926914782	X00B7OV9
60	Color LaserJet 2605dtn	CNDC67F08M	X00B7OVA
61	5100cn Color Laser Printer	0926871054	X00B7OVB
62	3115cn Multifunction Color Laser Printer	0927111974	X00B7OVC
63	LaserJet 4000	USEC020861	X00B7OVD
64	LaserJet 4100	JPLGD16066	X00B7OVG
65	Color LaserJet 4600	JPCKD28897	X00B7OVH
66	LaserJet 5000	JPB3093131	X00B7OVI
67	LaserJet P4515dn	CNDY304168	X00B7OVJ
68	Color LaserJet 4700	JPRLB32145	X00B7OVK
69	LaserJet P4014	CNDX158194	X00B7OVL
70	Color LaserJet 4700	JPRLB32776	X00B7OVM
71	LaserJet 4200	CNDX612460	X00B7OVN
72	Color LaserJet 5550	JPDC522071	X00B7OVR
73	LaserJet M3027 MFP	CNLLG02371	X00B7OWB
74	Color LaserJet 5500	JPJR012699	X00B7OWF
75	LaserJet 2200d	USBRB20646	X00B7OWL
76	Color LaserJet CP1518ni	CNB0304972	X00B7OWN
77	Color LaserJet CM3530MFP	CNGLD06481	X00B7OWP
78	LaserJet 5000	USB1045181	X00B7OWT
79	LaserJet 5M	S4601LB6BC2	X00B7OWW

80	LaserJet 4350	CNGXC45618	X00B7OWX
81	LaserJet 4345mfp	CNBYF12930	X00B7OX2
82	LaserJet 8100	USDF007480	X00B7OX4
83	LaserJet 4350	CNGXC27422	X00B7OX5
84	LaserJet 8150	JPBLM80760	X00B7OX6
85	Color LaserJet 4700	JP2LD06296	X00B7OX7
86	LaserJet 4100	USBNK22994	X00B7OXA
87	LaserJet 4350	CNGXC45449	X00B7OXB
88	LaserJet 4050	USQF007134	X00B7OXC
89	LaserJet 5Si	AAXXYY9999	X00B7OXD
90	Color LaserJet 5550	JPEC536032	X00B7OXQ
91	LaserJet 8000	USBB009531	X00B7OXR
92	Color LaserJet 5550	JPFC57D01G	X00B7OXS
93	LaserJet 4200	CNBX306519	X00B7OZL
94	Color LaserJet 5550	JPSC7B0031	X00B7OZT
95	Officejet Pro 8500 All-in-One Printer - A909a	CN14DCM0YT	X00B7OZY
96	Color LaserJet 5500	JPSC6D60CB	X00B7P1D
97	LaserJet P2015	CNB9M05385	X00B7P1H
98	LaserJet P2015	CNB9M05384	X00B7P1I
99	LaserJet P2015	CNB9M05372	X00B7P1J
100	LaserJet P2015	CNB9M02128	X00B7P1K
101	Color LaserJet 4700	JP8LD16860	X00B7P1M
102	Color LaserJet CM1312nfi MFP	CND893H5KN	X00B7P1N
103	LaserJet P3005	CNJ1S78005	X00B7P1Q
104	LaserJet 4200	USGNN10697	X00B7P1R
105	Color LaserJet 5550	JPEC55V01M	X00B7P1S
106	Color LaserJet 5550	JPGC68Y03Z	X00B7P1V

107	Officejet Pro 8500 All-in-One Printer - A909a	CN02J4Q0H3	X00B7P20
108	LaserJet P4015n	JPDF216638	X00B7P21
109	LaserJet P3010	VNB3Y53534	X00B7P28
110	LaserJet 5100	CNGN145867	X00B7P2C
111	LaserJet 2100	USCB027327	X00B7P2D
112	LaserJet 4100	USJNK28977	X00B7P2H
113	Color LaserJet 5500	JPHR004124	X00B7P2I
114	LaserJet 9050	JPCL5D600J	X00B7P2J
115	Color LaserJet 9500n	JPNJB03249	X00B7P2K
116	LaserJet 4100	USJNF12406	X00B7P2L
117	Color LaserJet 4650	JPCAD00178	X00B7P2N
118	LaserJet 4200	USBNM06092	X00B7P2P
119	LaserJet 4250	CNGXC46326	X00B7P2Q
120	LaserJet 4250	CNGXF27904	X00B7P2R
121	3330dn Laser Printer	721CN2Z8713	X00B7P2U
122	LaserJet 4350	CNGXF00867	X00B7P2V
123	LaserJet P4015n	CNDYB04691	X00B7P2W
124	LaserJet 4200	CNBX206786	X00B7P2X
125	LaserJet 4240	JPGGL16894	X00B7P2Z
126	LaserJet 4100	USJNJ28303	X00B7P30
127	LaserJet 4200	USDNS14160	X00B7P33
128	LaserJet 4240	CNGXG49748	X00B7P34
129	LaserJet 4100	USJNJ28321	X00B7P35
130	LaserJet P4015n	CNDY922991	X00B7P37
131	LaserJet 2100	USCB032373	X00B7P39
132	Color LaserJet 5550	JPSC75N0FZ	X00B7P3E
133	LaserJet 4350	CNGXD58684	X00B7P3G

3. Police Department In-Scope Devices

The following is a list of the in-scope devices that are being added to the Agreement for the City of Riverside Police Department. ACS will provide remote care services consisting of proactive monitoring for Network-Attached Devices to provide alerts of device faults and for consumables fulfillment. ACS will also provide EPG ("Enterprise Print Governance") support to the City of Riverside Police Department In-Scope Devices noted below.

The City will be charged $0.015 for each monochrome impression and $0.0715 for each color impression made, and ACS will bill the City monthly for the total.

	Model Name	Serial Number	Asset Number
1	HP Business InkJet 2200	SG06Q1105TNN	X00BVBJH
2	HP Color LaserJet 2600n	CNGC62W066	X00BVBJJ
3	OfficeJet Pro 8100	CN26LBQ26H05MX	X00BVBJM
4	LASERJET 4250	CNGXC49734	X00BVBNE
5	LASERJET 4250	CNGXJ31677	X00BVBNF
6	2150 CN COLOR PRINTER	J4NFGM1	X00BVBNG
7	COLOR LASERJET 2600N	CNGC6822R7	X00BVBNI
8	LASERJET P2035N	CNB9R93497	X00BVBJB
9	LASERJET 4350	CNGXB45613	X00BVBN4
10	LASERJET 4350	CNGXG37962	X00BVBNN
11	LASERJET 4250	CNXXR18089	X00BVBOM
12	hp LaserJet 4250	JPGGL18624	X00BVBOV
13	LASERJET 500 COLOR M551	CNCCF8L1GM	X00BVBP2
14	Q5401A	CNRXL45035	X00BVBP3
15	LaserJet 4200n	USBNN22829	X00BVBP4
16	5330 DN MONO LASER	9F2V3P1	X00BVBP5

17	HP LaserJet 400 color M451nw	CNDG214331	X00BVBP6
18	HP LaserJet 4250	CNGXL19605	X00BVBLA
19	HP LaserJet 400 color M451nw	CNBH110596	X00BVBLB
20	COLOR LASERJET 600 M601	CNBCD6M17X	X00BVBMI
21	LASERJET 4250	CNRXX12959	X00BVBN3
22	HP LJ 4250	CNRXK63304	X00BVBJQ
23	HP LaserJet 5200tn	CNDXB02039	X00BVBJR
24	Dell Laser 5330dn	DHKZDG1	X00BVBJS
25	HP LJ 4350	CNGXD32410	X00BVBJU
26	LASERJET 4350	CNGXD35475	X00BVBJW
27	5330 DN MONO LASER	BS77ML1	X00BVBJX
28	LASERJET 4350	CNRXT15396	X00BVBK0
29	CE991A	CNCCDDF1PZ	X00BVBK1
30	HP LJ 4250	CNRXX14807	X00BVBK2
31	Dell Laser 5330dn	2RKZDG1	X00BVBK3
32	2145CN COLOR LASER MFP	BDRXJH1	X00BVBK4
33	LASER 4250	CNRXX14804	X00BVBK5
34	Dell Laser 5330dn	7OCZDG1	X00BVBK6
35	Dell Laser 5330dn	H467VG1	X00BVBK7
36	COLOR LASER 5110CN	DXKBB91	X00BVBK8
37	LASERJET 4350	CNGXG37966	X00BVBK9
38	LASERJET 4350	CNGXD70611	X00BVBKC
39	COLOR LASERJET 5550DTN	JPFC59M04Z	X00BVBKD
40	LASER PRINTER 5210N	793D74F	X00BVBKT
41	COLOR LASERJET 3600	CNTBD27533	X00BVBKY
42	LASERJET 4100	USLNG17041	X00BVBKZ
43	LASERJET 4250	CNRXX18096	X00BVBL0
44	LASERJET 4050	USQJ003925	X00BVBMJ

45	DESIGNJET 1055CM PLUS	SG652C3103	X00BVBMS
46	COLOR LASERJET 5500	JPGR000852	X00BVBMT
47	COLOR LJ P4515	CNDYC55533	X00BVBNC
48	LASERJET 4050	USQL029404	X00BVBND
49	WORKCENTER 3325	LA8416224	X00BVBNK
50	Q5407A	CNGXC45435	X00BVBNO
51	HP Color LaserJet CP4525	JPBCC7N0H3	X00BVBNQ
52	HP LaserJet 400 M401dne	VNG4822069	X00BVBNR
53	LASERJET 4350	CNDXC23923	X00BVBOP
54	COLOR LASERJET CP4025	JPBCC84151	X00BVBOQ
55	LASERJET 4050	USQL029307	X00BVBOU
56	LASERJET 4350	CNGXD74515	X00BVBOX
57	LASERJET 4350	CNGXD74518	X00BVBOY
58	LASERJET 4350	CNRXX12961	X00BVBP0
59	2155CN COLOR MFP	41BGGM1	X00BVBKR
60	LASERJET 200 COLOR M251NW	CND1H18449	X00BVBMP
61	LASERJET 4100N	USGNK14338	X00BVBMQ
62	LASERJET 4250	CNGXF84719	X00BVBL1
63	LASERJET 4250	CNGXD83506	X00BVBL2
64	LASERJET 200 COLOR M251NW	CND1G07339	X00BVBL4
65	LASERJET 4250	CNGXJ56649	X00BVBL6
66	LASERJET 400 COLOR M451NW	CNDG315205	X00BVBL7
67	LASERJET 4050	USQL09398	X00BVBNT
68	LASERJET 4100N	USBDF04222	X00BVBNW
69	LASERJET 4200N	CNBX403082	X00BVBP1
70	OFFICEJET 8600 PRO	CN39PEWJJ905KC	X00BVBJP
71	Dell Laser 5330dn	4RBDQM1	X00BVBJD
72	HP LaserJet 400 color M451nw	CNBG301504	X00BVBJF

73	Q7492A	JP4LB11305	X00BVBLG
74	HP LaserJet 400 color M451nw	CNDF324039	X00BVBLJ
75	HP LaserJet 4250	CNGXD82668	X00BVBLK
76	HP LaserJet 4000N	USEF135850	X00BVBMB
77	HP LaserJet 4200	USGNM27875	X00BVBMC
78	HP LaserJet 4250	CNRXS43622	X00BVBMF
79	HP Color LaserJet CP3525	CNCCBCD09D	X00BVBMG
80	LASERJET 4050	USQL065954	X00BVBMM
81	HP Color LaserJet CP3525	CNCCBCD095	X00BVBMX
82	LASERJET 4050	USBC145637	X00BVBMY
83	COLOR LASERJET 3600	CNTBB70084	X00BVBN5
84	LASERJET 4250	CNRXG72467	X00BVBN8
85	Dell 2130cn Color Laser	J8XRZK1	X00BVBNX
86	HP LaserJet 4000N	USEF138991	X00BVBNY
87	HP Color LaserJet 4600	JPCKC38358	X00BVBNZ
88	DELL COLOR LASERJET 1320C	HPKPHF1	X00BVBO1
89	HP LaserJet 4350	USBXX11996	X00BVBO3
90	HP LaserJet 4050	USQL060378	X00BVBO5
91	LASERJET 500 COLOR M551	CNBCD300Z9	X00BVBO6
92	LASERJET 4050	USQC033084	X00BVBO8
93	C540	98126HY	X00BVBM6
94	LASERJET 4350	CNGXG37947	X00BVBM8

APPENDIX B

Termination Charge Calculation

In the table below, the column labeled "End Date" sets forth the end of the term of the Xerox Print Technology for each device (the "Print Technology Term"). In the event the City terminates the Agreement or allows the Agreement to expire prior to the end of the Print Technology Term as set forth in Appendix B, the City shall pay ACS, within thirty (30) days of termination or expiration, a termination charge calculated as follows: 1) for each device, an amount equal to the MEC amount set forth below multiplied by the number of months remaining from the date of termination or expiration through the end of the Print Technology Term for that device; 2) the total termination charge will be the sum of the individual termination charges for each device that has not yet reached the end of its Print Technology Term. Each column beginning with "ETC 48 Mo Remaining" and the remainder of the columns to the right are provided by way of example only. In the event that devices are added, removed, or the Print Technology Term for such device is modified, then the following table will be modified through the Project Change Request process as set forth in the Fourth Amendment.

(Monthly Equipment Component) = MEC

Early Termination Charges (ETC) = MEC x Number of Months Remaining in the Contract

Status	Model	Serial #	Start Date	End Date	MEC	ETC 48 Mo Remaining	ETC 42 Mo Remaining	ETC 36 Mo Remaining	ETC 30 Mo Remaining	ETC 24 Mo Remaining	ETC 18 Mo Remaining	ETC 12 Mo Remaining	ETC 6 Mo Remaining
Xerox Owns	W7556P	XKP551093	7/1/14	11/30/18	$ 263	$ 12,624	$ 11,046	$ 9,468	$ 7,890	$ 6,312	$ 4,734	$ 3,156	$ 1,578
Xerox Owns	W7556P	XKP546606	7/1/14	11/30/18	$ 253	$ 12,144	$ 10,626	$ 9,108	$ 7,590	$ 6,072	$ 4,554	$ 3,036	$ 1,518
Xerox Owns	W7545P	XKP514979	7/1/14	11/30/18	$ 134	$ 6,432	$ 5,628	$ 4,824	$ 4,020	$ 3,216	$ 2,412	$ 1,608	$ 804
Xerox Owns	W7545P	XKP511306	7/1/14	11/30/18	$ 148	$ 7,104	$ 6,216	$ 5,328	$ 4,440	$ 3,552	$ 2,664	$ 1,776	$ 888
Xerox Owns	W7556P	XKP511293	7/1/14	11/30/18	$ 152	$ 7,296	$ 6,384	$ 5,472	$ 4,560	$ 3,648	$ 2,736	$ 1,824	$ 912
Xerox Owns	W7545P	XKP511290	7/1/14	11/30/18	$ 125	$ 6,000	$ 5,250	$ 4,500	$ 3,750	$ 3,000	$ 2,250	$ 1,500	$ 750
Xerox Owns	W7545P	XKP511288	7/1/14	11/30/18	$ 122	$ 5,856	$ 5,124	$ 4,392	$ 3,660	$ 2,928	$ 2,196	$ 1,464	$ 732
Xerox Owns	W7545P	XKP511286	7/1/14	11/30/18	$ 158	$ 7,584	$ 6,636	$ 5,688	$ 4,740	$ 3,792	$ 2,844	$ 1,896	$ 948
Xerox Owns	W7545P	XKP511283	7/1/14	11/30/18	$ 142	$ 6,816	$ 5,964	$ 5,112	$ 4,260	$ 3,408	$ 2,556	$ 1,704	$ 852
Xerox Owns	W7556P	XKP511227	7/1/14	11/30/18	$ 152	$ 7,296	$ 6,384	$ 5,472	$ 4,560	$ 3,648	$ 2,736	$ 1,824	$ 912
Xerox Owns	W7556P	XKP511221	7/1/14	11/30/18	$ 152	$ 7,296	$ 6,384	$ 5,472	$ 4,560	$ 3,648	$ 2,736	$ 1,824	$ 912
Xerox Owns	W7545P	XKP511218	7/1/14	11/30/18	$ 148	$ 7,104	$ 6,216	$ 5,328	$ 4,440	$ 3,552	$ 2,664	$ 1,776	$ 888
Xerox Owns	W7556P	XKP511216	7/1/14	11/30/18	$ 152	$ 7,296	$ 6,384	$ 5,472	$ 4,560	$ 3,648	$ 2,736	$ 1,824	$ 912
Xerox Owns	W7556P	XKP063700	7/1/14	11/30/18	$ 174	$ 8,352	$ 7,308	$ 6,264	$ 5,220	$ 4,176	$ 3,132	$ 2,088	$ 1,044
Xerox Owns	W7556P	XKP063698	7/1/14	11/30/18	$ 162	$ 7,776	$ 6,804	$ 5,832	$ 4,860	$ 3,888	$ 2,916	$ 1,944	$ 972

Xerox Owns	W7545P	XKP063697	7/1/14	11/30/18	$ 142	$ 6,816	$ 5,964	$ 5,112	$ 4,260	$ 3,408	$ 2,556	$ 1,704	$ 852
Xerox Owns	W7545P	XKP063677	7/1/14	11/30/18	$ 143	$ 6,864	$ 6,006	$ 5,148	$ 4,290	$ 3,432	$ 2,574	$ 1,716	$ 858
Xerox Owns	W7556P	XKP063671	7/1/14	11/30/18	$ 174	$ 8,352	$ 7,308	$ 6,264	$ 5,220	$ 4,176	$ 3,132	$ 2,088	$ 1,044
Xerox Owns	W7556P	XKP063667	7/1/14	11/30/18	$ 162	$ 7,776	$ 6,804	$ 5,832	$ 4,860	$ 3,888	$ 2,916	$ 1,944	$ 972
Xerox Owns	W7545P	XKP063663	7/1/14	11/30/18	$ 156	$ 7,488	$ 6,552	$ 5,616	$ 4,680	$ 3,744	$ 2,808	$ 1,872	$ 936
Xerox Owns	WC7775P	RFX351872	7/1/14	11/30/18	$ 235	$ 11,280	$ 9,870	$ 8,460	$ 7,050	$ 5,640	$ 4,230	$ 2,820	$ 1,410
Xerox Owns	WC7775P	RFX016912	7/1/14	11/30/18	$ 422	$ 20,256	$ 17,724	$ 15,192	$ 12,660	$ 10,128	$ 7,596	$ 5,064	$ 2,532
Xerox Owns	MFP3635X1	BB1496072	7/1/14	11/30/18	$ 44	$ 2,112	$ 1,848	$ 1,584	$ 1,320	$ 1,056	$ 792	$ 528	$ 264
Xerox Owns	MFP3635X1	BB1496071	7/1/14	11/30/18	$ 44	$ 2,112	$ 1,848	$ 1,584	$ 1,320	$ 1,056	$ 792	$ 528	$ 264
Xerox Owns	MFP3635X1	BB1496070	7/1/14	11/30/18	$ 44	$ 2,112	$ 1,848	$ 1,584	$ 1,320	$ 1,056	$ 792	$ 528	$ 264
Xerox Owns	W7845PT	MX4324588	7/1/14	11/30/18	$ 153	$ 7,344	$ 6,426	$ 5,508	$ 4,590	$ 3,672	$ 2,754	$ 1,836	$ 918
Xerox Owns	3CQ9303	XNE136660	7/1/14	11/30/18	$ 327	$ 15,696	$ 13,734	$ 11,772	$ 9,810	$ 7,848	$ 5,886	$ 3,924	$ 1,962
City Owned	W7855PT	MX4329895	7/1/14	11/30/18	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 512	$ 24,576	$ 21,504	$ 18,432	$ 15,360	$ 12,288	$ 9,216	$ 6,144	$ 3,072
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 427	$ 20,496	$ 17,934	$ 15,372	$ 12,810	$ 10,248	$ 7,686	$ 5,124	$ 2,562
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 448	$ 21,504	$ 18,816	$ 16,128	$ 13,440	$ 10,752	$ 8,064	$ 5,376	$ 2,688
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 487	$ 23,376	$ 20,454	$ 17,532	$ 14,610	$ 11,688	$ 8,766	$ 5,844	$ 2,922
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 473	$ 22,704	$ 19,866	$ 17,028	$ 14,190	$ 11,352	$ 8,514	$ 5,676	$ 2,838
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 504	$ 24,192	$ 21,168	$ 18,144	$ 15,120	$ 12,096	$ 9,072	$ 6,048	$ 3,024
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 511	$ 24,528	$ 21,462	$ 18,396	$ 15,330	$ 12,264	$ 9,198	$ 6,132	$ 3,066
Xerox Owns	W7830PT	TBD	7/1/14	6/30/19	$ 149	$ 7,152	$ 6,258	$ 5,364	$ 4,470	$ 3,576	$ 2,682	$ 1,788	$ 894

APPENDIX C

Appendix C

Managed Services Order

under MSO # 7102773-001

Customer: A C S ENTERPRISE SOLUTIONS, INC
Bill To: ACS ENTERPRISE
SOLUTIONS INC
RENATO CUNANAN
PO BOX 981245
EL PASO, TX 79998-1245

Services Provided

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

Order Summary

Agreement	Pricing
Order Pricing Date 7/1/2014 **Issued per Managed Services Agreement #** 7102773 **Addenda / Attachments to this Order** • Pool Plan Document • IP SOW 52546 • MSO Addendum 56050 • PCR 001 • SOW Addendum 56050	**Total for this Order** Net Monthly Minimum Charge $5,444.73 Additional Print Charges (additional to Monthly Minimum Charge) See Meter Pricing Plan

Authorized Signature

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

Signer: Fred Speer Phone: 951-826-2101

Customer Authorized Signature: _____ Date: _____

Thank You for your business!
This agreement is proudly presented by Xerox and
528y Acs-Cty Riversi

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

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Managed Services Order

under MSO # 7102773-001

xerox

Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Prints Included in Minimum	Pool Identifier	Charge per Print above Minimum	Plan Features	Modification to Prior Pricing	Owner
1. XKP551093: W7556P (SOT-WC7556P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
2. XKP546606: W7556P (SOT-WC7556P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
3. XKP514979: W7545P (SOT-WC7545P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
4. XKP511306: W7545P (SOT-WC7545P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
5. XKP511293: W7556P (SOT-WC7556P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Prints Included in Minimum	Pool Identifier	Charge per Print above Minimum	Plan Features	Modification to Prior Pricing	Owner
6. XKP511290: W7545P (SOT-WC7545P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
7. XKP511288: W7545P (SOT-WC7545P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
8. XKP511286: W7545P (SOT-WC7545P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
9. XKP511283: W7545P (SOT-WC7545P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
10. XKP511227: W7556P (SOT-WC7556P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Prints Included in Minimum	Pool Identifier	Charge per Print above Minimum	Plan Features	Modification to Prior Pricing	Owner
11. XKP511221: W7556P (SOT-WC7556P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
12. XKP511218: W7545P (SOT-WC7545P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
13. XKP511216: W7556P (SOT-WC7556P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
14. XKP063700: W7556P (SOT-WC7556P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
15. XKP063698: W7556P (SOT-WC7556P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Prints Included in Minimum	Pool Identifier	Charge per Print above Minimum	Plan Features	Modification to Prior Pricing	Owner
16. XKP063697: W7545P (SOT-WC7545P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
17. XKP063677: W7545P (SOT-WC7545P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
18. XKP063671: W7556P (SOT-WC7556P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
19. XKP063667: W7556P (SOT-WC7556P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
20. XKP063663: W7545P (SOT-WC7545P PRINTER)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Prints Included in Minimum	Pool Identifier	Charge per Print above Minimum	Plan Features	Modification to Prior Pricing	Owner
21. RFX351872: WC7775P (WORKCENTRE 7775)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
22. RFX016912: WC7775P (WORKCENTRE 7775)	1: BW	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
23. BB1496072: MFP3635X1 (MFP3635X W/EIP)	1: Meter 1	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
24. BB1496071: MFP3635X1 (MFP3635X W/EIP)	1: Meter 1	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
25. BB1496070: MFP3635X1 (MFP3635X W/EIP)	1: Meter 1	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Prints Included in Minimum	Pool Identifier	Charge per Print above Minimum	Plan Features	Modification to Prior Pricing	Owner
26. WC7775P (WORKCENTRE 7775) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	52865	Per Pool Plan	-60 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
27. WC7775P (WORKCENTRE 7775) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	52865	Per Pool Plan	-60 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
28. WC7775P (WORKCENTRE 7775) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	52865	Per Pool Plan	-60 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
29. WC7775P (WORKCENTRE 7775) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	52865	Per Pool Plan	-60 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
30. WC7775P (WORKCENTRE 7775) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	52865	Per Pool Plan	-60 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Prints Included in Minimum	Pool Identifier	Charge per Print above Minimum	Plan Features	Modification to Prior Pricing	Owner
31. WC7775P (WORKCENTRE 7775) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	52865	Per Pool Plan	-60 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
32. WC7775P (WORKCENTRE 7775) - Customer Ed - Analyst Services	1: BW	Per Pool Plan	52865	Per Pool Plan	-60 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
33. W7830PT (W7830PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	Per Pool Plan	52865	Per Pool Plan	-60 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
34. MX4324588: W7845PT (W7845PT TANDEM)	1: BLACK	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			
35. XNE136660: 3CQ9303 (3TIER COLORQUBE 9303)	1: BW CLR	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	XRX
	2: CLR LVL2	0	N/A	$0.0280			
	3: CLR LVL3	0	N/A	$0.0885			

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Xerox Equipment & Software Added	Meter Pricing Plan						
Item / Description	Meter	Prints Included in Minimum	Pool Identifier	Charge per Print above Minimum	Plan Features	Modification to Prior Pricing	Owner
36. MX4329895: W7855PT (W7855PT TANDEM)	1: BLACK	Per Pool Plan	52865	Per Pool Plan	-53 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	Y	CUST
	2: COLOR	Per Pool Plan	52866	Per Pool Plan			

Xerox Equipment & Software Removed or Changed			
Item / Description	Pool Identifier	Transaction Type	Owner
1. XKP551093: W7556P (SOT-WC7556P PRINTER)	52865, 52866	Refinanced	XRX
2. XKP546606: W7556P (SOT-WC7556P PRINTER)	52865, 52866	Refinanced	XRX
3. XKP514979: W7545P (SOT-WC7545P PRINTER)	52865, 52866	Refinanced	XRX
4. XKP511306: W7545P (SOT-WC7545P PRINTER)	52865, 52866	Refinanced	XRX
5. XKP511293: W7556P (SOT-WC7556P PRINTER)	52865, 52866	Refinanced	XRX

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Xerox Equipment & Software Removed or Changed

Item Description	Pool Identifier	Transaction Type	Owner
6. XKP511290: W7545P (SOT-WC7545P PRINTER)	52865, 52866	Refinanced	XRX
7. XKP511288: W7545P (SOT-WC7545P PRINTER)	52865, 52866	Refinanced	XRX
8. XKP511286: W7545P (SOT-WC7545P PRINTER)	52865, 52866	Refinanced	XRX
9. XKP511283: W7545P (SOT-WC7545P PRINTER)	52865, 52866	Refinanced	XRX
10. XKP511227: W7556P (SOT-WC7556P PRINTER)	52865, 52866	Refinanced	XRX
11. XKP511221: W7556P (SOT-WC7556P PRINTER)	52865, 52866	Refinanced	XRX
12. XKP511218: W7545P (SOT-WC7545P PRINTER)	52865, 52866	Refinanced	XRX
13. XKP511216: W7556P (SOT-WC7556P PRINTER)	52865, 52866	Refinanced	XRX
14. XKP063700: W7556P (SOT-WC7556P PRINTER)	52865, 52866	Refinanced	XRX

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Xerox Equipment & Software Removed or Changed

Item Description	Pool Identifier	Transaction Type	Owner
15. XKP063698: W7556P (SOT-WC7556P PRINTER)	52865, 52866	Refinanced	XRX
16. XKP063697: W7545P (SOT-WC7545P PRINTER)	52865, 52866	Refinanced	XRX
17. XKP063677: W7545P (SOT-WC7545P PRINTER)	52865, 52866	Refinanced	XRX
18. XKP063671: W7556P (SOT-WC7556P PRINTER)	52865, 52866	Refinanced	XRX
19. XKP063667: W7556P (SOT-WC7556P PRINTER)	52865, 52866	Refinanced	XRX
20. XKP063663: W7545P (SOT-WC7545P PRINTER)	52865, 52866	Refinanced	XRX
21. RFX351872: WC7775P (WORKCENTRE 7775)	52865, 52866	Refinanced	XRX
22. RFX016912: WC7775P (WORKCENTRE 7775)	52865, 52866	Refinanced	XRX
23. BB1496072: MFP3635X1 (MFP3635X W/EIP)	52865	Refinanced	XRX

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Xerox Equipment & Software Removed or Changed

Item Description	Pool Identifier	Transaction Type	Owner
24. BB1496071: MFP3635X1 (MFP3635X W/EIP)	52865	Refinanced	XRX
25. BB1496070: MFP3635X1 (MFP3635X W/EIP)	52865	Refinanced	XRX
26. MX4324588: W7845PT (W7845PT TANDEM)	52865, 52866	Refinanced	XRX
27. XNE136660: 3CQ9303 (3TIER COLORQUBE 9303)	52865	Refinanced	XRX
28. MX4329895: W7855PT (W7855PT TANDEM)	52865, 52866	Service Plan Changed	CUST

Staffing & Management Services Added

Description	Plan Features
Support for Services Provided	- Fixed Price

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Additional Services

Item / Description	Type	Source	Plan Features	Modification to Prior Pricing
1. GDO Startup	Professional Services	Xerox Quoted	- 53 months - Fixed Price	Y
2. Travel	Professional Services	Xerox Quoted	- 53 months - Fixed Price	Y
3. CREDIT: Credit to be used for Xerox non-contractual supplies only	Professional Services	Xerox Quoted	- 53 months - Fixed Price	N
4. XOS Tool Support / Help Desk	Professional Services	Xerox Quoted	- 53 months - Fixed Price	N
5. EPG	Professional Services	Xerox Quoted	- 53 months - Fixed Price	N
6. Non-Xerox B/W Impressions 150,000 included per Month, Meter Charges $.015 (impressions over minimum)	Professional Services	Xerox Quoted	- 53 months - Fixed Price	N
7. Non-Xerox Color Impressions 40,000 included per Month, Meter Charges $.0715 (impressions over minimum)	Professional Services	Xerox Quoted	- 53 months - Fixed Price	N

Services Removed or Changed

Item / Category	Description	Type	Transaction Type
1. Staffing and Management Services	California (exclude Sacramento), Client Associate, 2b	N/A	Removal
2. Value-Added Product or Service	GDO Startup	Professional Services	Refinanced
3. Value-Added Product or Service	GDO Steady State	Professional Services	Removal
4. Value-Added Product or Service	Travel	Professional Services	Refinanced
5. Value-Added Product or Service	Travel	Professional Services	Removal
6. Value-Added Product or Service	Supplies	Professional Services	Removal
7. Staffing and Management Services	California (Los Angeles, Palo Alto), Average AOM	N/A	Removal

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Order Addenda

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

MODIFICATION OF PRIOR AGREEMENT: This Order modifies a prior agreement between you and Xerox for one or more of the Products identified herein. You may be charged a one-time administrative/processing fee per modified unit for the modification of the prior agreement, which fee will be financed under this Order.

COLORQUBE EQUIPMENT - 9300 Series.

A. ColorQube Equipment which includes "CQ9301", "CQ9302" or "CQ9303" in the description of an "Item" in the "Product Description" portion of the Agreement will have one of the following billing plans:

a. A Tier 2 plan is billed using three meters. The meters identified as "CLR LVL2" and "CLR LVL3" will have the **same** Print Charge or Charge per Impression. The meter identified as "BW CLR" will have a **different** Print Charge or Charge Per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,400,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more then 1,400,000 color pixels (also referred to as Expressive Color)

b. A Tier 3 plan is billed using three meters, each with a **different** Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,400,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,400,000 color pixels (also referred to as Expressive Color).

B. The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.

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Pool Plan

under MSO # 7102773-001

Customer: A C S ENTERPRISE SOLUTIONS, INC
Bill To: ACS ENTERPRISE
SOLUTIONS INC
RENATO CUNANAN
PO BOX 981245
EL PASO, TX 79998-1245

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Pool Information							Meter Pricing Plan	
Pool Identifier	Pool Name	Pool Transaction Type	Pool Meter Type	Meter Reconcilation Period	Pool Plan Effective Date	Pooled Units (Installed or Pending Delivery)	Monthly Pool Prints Included	Pool Excess Print Charge
52865	BW	Modified	Black & White	Monthly	7/1/2014	37	285,000	$0.0078
52866	Color	Modified	Color	Monthly	7/1/2014	33	113,000	$0.0818

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

Authorized Signature

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

Signer: Fred Speer

Phone: 951-826-2101

Customer Authorized Signature: _____ Date: _____

Thank You for your business!
This agreement is proudly presented by Xerox and
528y Acs-Cty Riversi

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

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Pool Plan

under MSO # 7102773-001
Pool Identifier : 52865
Pool Name : BW
Pool Meter Type : Black & White

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Xerox Equipment In Pool

Item Description	Serial # (if installed)	Equipment Added or Changed in this Order
1. WC7775P	Pending Delivery	Added
2. WC7775P	Pending Delivery	Added
3. WC7775P	Pending Delivery	Added
4. WC7775P	Pending Delivery	Added
5. WC7775P	Pending Delivery	Added
6. WC7775P	Pending Delivery	Added
7. WC7775P	Pending Delivery	Added
8. W7830PT	Pending Delivery	Added
9. MFP3635X1	BB1496070	Service Plan Changed
10. MFP3635X1	BB1496071	Service Plan Changed
11. MFP3635X1	BB1496072	Service Plan Changed
12. W7845PT	MX4324588	Service Plan Changed
13. W7855PT	MX4329895	Service Plan Changed
14. WC7775P	RFX016912	Service Plan Changed
15. WC7775P	RFX351872	Service Plan Changed
16. W7545P	XKP063663	Service Plan Changed

Xerox Equipment In Pool

Item Description	Serial # (if installed)	Equipment Added or Changed in this Order
17. W7556P	XKP063667	Service Plan Changed
18. W7556P	XKP063671	Service Plan Changed
19. W7545P	XKP063677	Service Plan Changed
20. W7545P	XKP063697	Service Plan Changed
21. W7556P	XKP063698	Service Plan Changed
22. W7556P	XKP063700	Service Plan Changed
23. W7556P	XKP511216	Service Plan Changed
24. W7545P	XKP511218	Service Plan Changed
25. W7556P	XKP511221	Service Plan Changed
26. W7556P	XKP511227	Service Plan Changed
27. W7545P	XKP511283	Service Plan Changed
28. W7545P	XKP511286	Service Plan Changed
29. W7545P	XKP511288	Service Plan Changed
30. W7545P	XKP511290	Service Plan Changed
31. W7556P	XKP511293	Service Plan Changed
32. W7545P	XKP511306	Service Plan Changed

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Pool Plan

under MSO # 7102773-001
Pool Identifier : 52865
Pool Name : BW
Pool Meter Type : Black & White

Xerox Equipment In Pool

Item Description	Serial # (if installed)	Equipment Added or Changed in this Order
33. W7545P	XKP514979	Service Plan Changed
34. W7556P	XKP546606	Service Plan Changed
35. W7556P	XKP551093	Service Plan Changed
36. 3CQ9303	XNE136660	Service Plan Changed
37. W7845PT	MX4341045	Unchanged

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Pool Plan

under MSO # 7102773-001
Pool Identifier : 52866
Pool Name : Color
Pool Meter Type : Color

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Xerox Equipment In Pool

Item Description	Serial # (if installed)	Equipment Added or Changed in this Order
1. WC7775P	Pending Delivery	Added
2. WC7775P	Pending Delivery	Added
3. WC7775P	Pending Delivery	Added
4. WC7775P	Pending Delivery	Added
5. WC7775P	Pending Delivery	Added
6. WC7775P	Pending Delivery	Added
7. WC7775P	Pending Delivery	Added
8. W7830PT	Pending Delivery	Added
9. W7845PT	MX4324588	Service Plan Changed
10. W7855PT	MX4329895	Service Plan Changed
11. WC7775P	RFX016912	Service Plan Changed
12. WC7775P	RFX351872	Service Plan Changed
13. W7545P	XKP063663	Service Plan Changed
14. W7556P	XKP063667	Service Plan Changed
15. W7556P	XKP063671	Service Plan Changed
16. W7545P	XKP063677	Service Plan Changed

Xerox Equipment In Pool

Item Description	Serial # (if installed)	Equipment Added or Changed in this Order
17. W7545P	XKP063697	Service Plan Changed
18. W7556P	XKP063698	Service Plan Changed
19. W7556P	XKP063700	Service Plan Changed
20. W7556P	XKP511216	Service Plan Changed
21. W7545P	XKP511218	Service Plan Changed
22. W7556P	XKP511221	Service Plan Changed
23. W7556P	XKP511227	Service Plan Changed
24. W7545P	XKP511283	Service Plan Changed
25. W7545P	XKP511286	Service Plan Changed
26. W7545P	XKP511288	Service Plan Changed
27. W7545P	XKP511290	Service Plan Changed
28. W7556P	XKP511293	Service Plan Changed
29. W7545P	XKP511306	Service Plan Changed
30. W7545P	XKP514979	Service Plan Changed
31. W7556P	XKP546606	Service Plan Changed
32. W7556P	XKP551093	Service Plan Changed

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Pool Plan Terms & Conditions

1. **THE POOL PLAN** modifies the Managed Services Agreement ("MSA"), including the applicable Managed Services Order ("MSO"), entered into between Customer and Xerox and identified by its 10 digit number on the Pool Plan. This Pool Plan and the MSA and MSO 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 MSA and MSO will remain as stated. In the event of a conflict between the terms of the MSA and MSO 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 MSA. As used herein, the following terms will have these meanings:
   a. "Pool Excess Print Charge" or "EPC" means the charge for prints made in excess of the Prints Included.
   b. "MRP" means the Meter Reconciliation Period set forth in the Pool Plan documents. A pool may have only one MRP.
   c. "Pool Plan" means a specific pricing arrangement for prints for 2 or more units of Equipment, with applicable terms and conditions. Multiple Pool Identifiers may exist under an MSO.
   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 MSO.
   e. "Prints Included" means the total of "Monthly Pool Prints Included set forth in the Pool Plan documents.
   f. "Charge per Print above Minimum" means the charge for each print above the "Prints Included in Minimum", as shown in the MSO documents, for each unit which is outside the Pool Plan.

3. **PRICING** The MMC for each unit of Pooled Equipment will be as set forth in a MSO. The EPC pricing for a pool is based on Pooled Equipment that is physically installed or pending delivery. The Monthly Pool Prints Included and a pool's EPC will be revised as Equipment is added to, or removed from, a pool as set forth herein. Unless the units' "Plan Features indicate "Fixed Price", Xerox may annually adjust that pool s EPC. (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 EPC will be invoiced in arrears based on the frequency of the MRP.

5. **POOL PLAN CREATION AND MODIFICATIONS:** The Pool Plan Effective Date shall be (i) the date shown on the Pool Plan documents, or (ii) the installation date of newly placed unit(s) of Xerox Equipment in Pool at the inception of the 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 the pool s EPC in effect at the end of that MRP.
   b. **REMOVALS FROM POOL:** When Equipment is removed from a pool and its MSO, the Equipment will be invoiced using the pool s EPC in effect at the end of the previous MRP. When a unit of Pooled Equipment is removed from a pool and continues under its MSO, it shall revert to its MSO Charge per Print above Minimum, 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 thirty (30) days prior written notice. A modification resulting in less than two (2) units in the pool shall be a termination of that pool. When a pool is terminated and the Equipment is removed from its MSO, the Equipment will be invoiced using its pool EPC in effect at the end of the previous MRP. When a pool is terminated and the Equipment continues under its MSO, it will be invoiced using its MSO Charge per Print above Minimum in effect at the end of the then-current MRP.
   d. **TRANSFERRING POOLED EQUIPMENT FROM ONE POOL TO ANOTHER POOL:** When Pooled Equipment is transferred from one pool to another pool, the Equipment will be invoiced for the entire MRP using the receiving pool s EPC in effect at the end of that MRP.

6. **EQUIPMENT TERMINATION:** If a unit of Pooled Equipment is terminated, Customer will be invoiced for the unit as set forth in this Pool Plan and for any other applicable charges as set forth in the MSA or MSO.

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Managed Services Order Addendum

THIS ADDENDUM ("Addendum") amends Managed Services Order # 7102773-001 (the "MSO") executed concurrently herewith under Managed Services Agreement 7102773 ("MSA") and the Statement of Work ("SOW") between ACS Enterprise Solutions, LLC ("ACS") and Xerox Corporation ("Xerox") for services to be provided for the City of Riverside, California.

WHEREAS, ACS and Xerox agree to modify the MSO as follows:

1. Following installation of all Equipment listed under section 2 of this Addendum, Xerox will make available a $60,000 credit for your use. The credits are specific to purchases of Xerox non-contractual supplies (Staples or any other Xerox supplies, not included in the contract). The credit will expire after 24 months from the last signature date of this addendum and any non-used portion of the credit will forfeited. The Xerox account operations manager will track the credit and will report the usage and balance on the quarterly customer communications meeting.

2. Notwithstanding any provision of the MSA or SOW, particularly Section 10 of the SOW, if ACS terminates the MSO prior to the expiration of the term as stated on the MSO, ACS shall pay Xerox, within thirty (30) days of termination, early termination charges equal to the monthly Equipment Component (MEC) times the number of months remaining in the contract. Example below:

(Monthly Equipment Component) = MEC **Early Termination Charges (ETC) = MEC x Number of Months Remaining in the Contract**

Status	Model	Serial #	Start Date	End Date	MEC	ETC 48 Mo Remaining	ETC 42 Mo Remaining	ETC 36 Mo Remaining	ETC 30 Mo Remaining	ETC 24 Mo Remaining	ETC 18 Mo Remaining	ETC 12 Mo Remaining	ETC 6 Mo Remaining
Xerox Owns	W7556P	XKP551093	7/1/14	11/30/18	$ 263	$ 12,624	$ 11,046	$ 9,468	$ 7,890	$ 6,312	$ 4,734	$ 3,156	$ 1,578
Xerox Owns	W7556P	XKP546606	7/1/14	11/30/18	$ 253	$ 12,144	$ 10,626	$ 9,108	$ 7,590	$ 6,072	$ 4,554	$ 3,036	$ 1,518
Xerox Owns	W7545P	XKP514979	7/1/14	11/30/18	$ 134	$ 6,432	$ 5,628	$ 4,824	$ 4,020	$ 3,216	$ 2,412	$ 1,608	$ 804
Xerox Owns	W7545P	XKP511306	7/1/14	11/30/18	$ 148	$ 7,104	$ 6,216	$ 5,328	$ 4,440	$ 3,552	$ 2,664	$ 1,776	$ 888
Xerox Owns	W7556P	XKP511293	7/1/14	11/30/18	$ 152	$ 7,296	$ 6,384	$ 5,472	$ 4,560	$ 3,648	$ 2,736	$ 1,824	$ 912
Xerox Owns	W7545P	XKP511290	7/1/14	11/30/18	$ 125	$ 6,000	$ 5,250	$ 4,500	$ 3,750	$ 3,000	$ 2,250	$ 1,500	$ 750
Xerox Owns	W7545P	XKP511288	7/1/14	11/30/18	$ 122	$ 5,856	$ 5,124	$ 4,392	$ 3,660	$ 2,928	$ 2,196	$ 1,464	$ 732
Xerox Owns	W7545P	XKP511286	7/1/14	11/30/18	$ 158	$ 7,584	$ 6,636	$ 5,688	$ 4,740	$ 3,792	$ 2,844	$ 1,896	$ 948
Xerox Owns	W7545P	XKP511283	7/1/14	11/30/18	$ 142	$ 6,816	$ 5,964	$ 5,112	$ 4,260	$ 3,408	$ 2,556	$ 1,704	$ 852
Xerox Owns	W7556P	XKP511227	7/1/14	11/30/18	$ 152	$ 7,296	$ 6,384	$ 5,472	$ 4,560	$ 3,648	$ 2,736	$ 1,824	$ 912
Xerox Owns	W7556P	XKP511221	7/1/14	11/30/18	$ 152	$ 7,296	$ 6,384	$ 5,472	$ 4,560	$ 3,648	$ 2,736	$ 1,824	$ 912
Xerox Owns	W7545P	XKP511218	7/1/14	11/30/18	$ 148	$ 7,104	$ 6,216	$ 5,328	$ 4,440	$ 3,552	$ 2,664	$ 1,776	$ 888
Xerox Owns	W7556P	XKP511216	7/1/14	11/30/18	$ 152	$ 7,296	$ 6,384	$ 5,472	$ 4,560	$ 3,648	$ 2,736	$ 1,824	$ 912
Xerox Owns	W7556P	XKP063700	7/1/14	11/30/18	$ 174	$ 8,352	$ 7,308	$ 6,264	$ 5,220	$ 4,176	$ 3,132	$ 2,088	$ 1,044
Xerox Owns	W7556P	XKP063698	7/1/14	11/30/18	$ 162	$ 7,776	$ 6,804	$ 5,832	$ 4,860	$ 3,888	$ 2,916	$ 1,944	$ 972
Xerox Owns	W7545P	XKP063697	7/1/14	11/30/18	$ 142	$ 6,816	$ 5,964	$ 5,112	$ 4,260	$ 3,408	$ 2,556	$ 1,704	$ 852
Xerox Owns	W7545P	XKP063677	7/1/14	11/30/18	$ 143	$ 6,864	$ 6,006	$ 5,148	$ 4,290	$ 3,432	$ 2,574	$ 1,716	$ 858
Xerox Owns	W7556P	XKP063671	7/1/14	11/30/18	$ 174	$ 8,352	$ 7,308	$ 6,264	$ 5,220	$ 4,176	$ 3,132	$ 2,088	$ 1,044
Xerox Owns	W7556P	XKP063667	7/1/14	11/30/18	$ 162	$ 7,776	$ 6,804	$ 5,832	$ 4,860	$ 3,888	$ 2,916	$ 1,944	$ 972
Xerox Owns	W7545P	XKP063663	7/1/14	11/30/18	$ 156	$ 7,488	$ 6,552	$ 5,616	$ 4,680	$ 3,744	$ 2,808	$ 1,872	$ 936

Xerox Owns	WC7775P	RFX351872	7/1/14	11/30/18	$ 235	$ 11,280	$ 9,870	$ 8,460	$ 7,050	$ 5,640	$ 4,230	$ 2,820	$ 1,410
Xerox Owns	WC7775P	RFX016912	7/1/14	11/30/18	$ 422	$ 20,256	$ 17,724	$ 15,192	$ 12,660	$ 10,128	$ 7,596	$ 5,064	$ 2,532
Xerox Owns	MFP3635X1	BB1496072	7/1/14	11/30/18	$ 44	$ 2,112	$ 1,848	$ 1,584	$ 1,320	$ 1,056	$ 792	$ 528	$ 264
Xerox Owns	MFP3635X1	BB1496071	7/1/14	11/30/18	$ 44	$ 2,112	$ 1,848	$ 1,584	$ 1,320	$ 1,056	$ 792	$ 528	$ 264
Xerox Owns	MFP3635X1	BB1496070	7/1/14	11/30/18	$ 44	$ 2,112	$ 1,848	$ 1,584	$ 1,320	$ 1,056	$ 792	$ 528	$ 264
Xerox Owns	W7845PT	MX4324588	7/1/14	11/30/18	$ 153	$ 7,344	$ 6,426	$ 5,508	$ 4,590	$ 3,672	$ 2,754	$ 1,836	$ 918
Xerox Owns	3CQ9303	XNE136660	7/1/14	11/30/18	$ 327	$ 15,696	$ 13,734	$ 11,772	$ 9,810	$ 7,848	$ 5,886	$ 3,924	$ 1,962
City Owned	W7855PT	MX4329895	7/1/14	11/30/18	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 512	$ 24,576	$ 21,504	$ 18,432	$ 15,360	$ 12,288	$ 9,216	$ 6,144	$ 3,072
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 427	$ 20,496	$ 17,934	$ 15,372	$ 12,810	$ 10,248	$ 7,686	$ 5,124	$ 2,562
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 448	$ 21,504	$ 18,816	$ 16,128	$ 13,440	$ 10,752	$ 8,064	$ 5,376	$ 2,688
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 487	$ 23,376	$ 20,454	$ 17,532	$ 14,610	$ 11,688	$ 8,766	$ 5,844	$ 2,922
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 473	$ 22,704	$ 19,866	$ 17,028	$ 14,190	$ 11,352	$ 8,514	$ 5,676	$ 2,838
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 504	$ 24,192	$ 21,168	$ 18,144	$ 15,120	$ 12,096	$ 9,072	$ 6,048	$ 3,024
Xerox Owns	WC7775P	TBD	7/1/14	6/30/19	$ 498	$ 23,904	$ 20,916	$ 17,928	$ 14,940	$ 11,952	$ 8,964	$ 5,976	$ 2,988
Xerox Owns	W7830PT	TBD	7/1/14	6/30/19	$ 149	$ 7,152	$ 6,258	$ 5,364	$ 4,470	$ 3,576	$ 2,682	$ 1,788	$ 894

3. Except as set forth above, the MSO shall be in full force and effect. In the event of a conflict between the terms of the MSO and this Addendum, this Addendum shall control.
4. Any subsequent MSO between ACS and Xerox executed under the MSA or the SOW will be subject to the termination charges outlined in that MSO or associated Addendum to that MSO.

XEROX CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

ACS ENTERPRISE SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

Date: _____

xerox

Project Change Request Form (PCR)

Client Name	City of Riverside % ACS	Original SOW Title	Statement of Work for USSG on behalf of ACS/Riverside for XOS Services dated December 9, 2010.
Client Address	3900 Main St Rivers ide, CA 92522	Original SOW Description	ON BEHALF OF ACS and the City of Riverside USSG has requested Xerox Global Document Outsourcing (GDO) to provide remote care services consisting of proactive monitoring for Network-Attached Devices to provide proactive alerts of device faults and for consumables fulfillment. In addition consumables fulfillment will be provided as requested or ordered for local devices on a reactive basis

Client Contact	Fred Speer (ACS)	Phone	951-318-8044	Email	fred.speer@riversideca.gov
Offering Specialist	Alvin Wynn	Phone	303-751.2754	Email	alvin.wynn@xerox.com
Proj. Mgr.		Phone		Email	
Client Ops Director	Alan Ray	Phone	619-260-3343	Email	alan.ray@xerox.com
Sales Executive	Anita Krask	Phone	619-260-3184	Email	anita.krask@xerox.com

Initiator information

Name of person who initiated change:	Xerox or Client initiated?
Alvin Wynn	Xerox

PCR Information

PCR Number	001	PCR Title	Addition of City of Riverside Networked 3rd Party Devices for MPS support for the City of Riverside Police Department and updated list of current In-Scope Xerox and Non-Xerox Devices.

Nature of Work covered by this PCR:

This PCR identifies the in-scope devices that are being added to the agreement for the City of Riverside Police Department. Term is 53 months. Xerox to provide remote care services consisting of proactive monitoring for Network-Attached Devices to provide proactive alerts of device faults and for consumables fulfillment. Xerox will also provide EPG support to the City of Riverside Police Department In-Scope Devices noted in Exhibit A. PCR also extends the term of the NX units supported under this agreement Also provides listings for the devices supported by this agreement: Police Department units (Exhibit A), Xerox units (Exhibit B) and non-Xerox units (Exhibit C).

1. **Detail breadth of change to project price:**

   The City of Riverside PD will be charged $0.015 for each monochrome impression and $0.0715 for each color impression made, and will be billed monthly for total.

The List of MPS In-Scope City of Riverside Police Department Third Party Printers are in Exhibit A table below:

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Project Change Request Form (PCR)

	Model Name	Serial Number	Asset Number
1	HP Business InkJet 2200	SG06Q1105TNN	X00BVBJH
2	HP Color LaserJet 2600n	CNGC62W066	X00BVBJJ
3	OfficeJet Pro 8100	CN26LBQ26H05MX	X00BVBJM
4	LASERJET 4250	CNGXC49734	X00BVBNE
5	LASERJET 4250	CNGXJ31677	X00BVBNF
6	2150 CN COLOR PRINTER	J4NFGM1	X00BVBNG
7	COLOR LASERJET 2600N	CNGC6822R7	X00BVBNI
8	LASERJET P2035N	CNB9R93497	X00BVBJB
9	LASERJET 4350	CNGXB45613	X00BVBN4
10	LASERJET 4350	CNGXG37962	X00BVBNN
11	LASERJET 4250	CNXXR18089	X00BVBOM
12	hp LaserJet 4250	JPGGL18624	X00BVBOV
13	LASERJET 500 COLOR M551	CNCCF8L1GM	X00BVBP2
14	Q5401A	CNRXL45035	X00BVBP3
15	LaserJet 4200n	USBNN22829	X00BVBP4
16	5330 DN MONO LASER	9F2V3P1	X00BVBP5
17	HP LaserJet 400 color M451nw	CNDG214331	X00BVBP6
18	HP LaserJet 4250	CNGXL19605	X00BVBLA
19	HP LaserJet 400 color M451nw	CNBH110596	X00BVBLB
20	COLOR LASERJET 600 M601	CNBCD6M17X	X00BVBMI
21	LASERJET 4250	CNRXX12959	X00BVBN3
22	HP LJ 4250	CNRXK63304	X00BVBJQ
23	HP LaserJet 5200tn	CNDXB02039	X00BVBJR
24	Dell Laser 5330dn	DHKZDG1	X00BVBJS
25	HP LJ 4350	CNGXD32410	X00BVBJU
26	LASERJET 4350	CNGXD35475	X00BVBJW
27	5330 DN MONO LASER	BS77ML1	X00BVBJX
28	LASERJET 4350	CNRXT15396	X00BVBK0
29	CE991A	CNCCDDF1PZ	X00BVBK1
30	HP LJ 4250	CNRXX14807	X00BVBK2
31	Dell Laser 5330dn	2RKZDG1	X00BVBK3
32	2145CN COLOR LASER MFP	BDRXJH1	X00BVBK4
33	LASER 4250	CNRXX14804	X00BVBK5
34	Dell Laser 5330dn	7OCZDG1	X00BVBK6
35	Dell Laser 5330dn	H467VG1	X00BVBK7
36	COLOR LASER 5110CN	DXKBB91	X00BVBK8
37	LASERJET 4350	CNGXG37966	X00BVBK9
38	LASERJET 4350	CNGXD70611	X00BVBKC

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39	COLOR LASERJET 5550DTN	JPFC59M04Z	X00BVBKD
40	LASER PRINTER 5210N	793D74F	X00BVBKT
41	COLOR LASERJET 3600	CNTBD27533	X00BVBKY
42	LASERJET 4100	USLNG17041	X00BVBKZ
43	LASERJET 4250	CNRXX18096	X00BVBL0
44	LASERJET 4050	USQJ003925	X00BVBMJ
45	DESIGNJET 1055CM PLUS	SG652C3103	X00BVBMS
46	COLOR LASERJET 5500	JPGR000852	X00BVBMT
47	COLOR LJ P4515	CNDYC55533	X00BVBNC
48	LASERJET 4050	USQL029404	X00BVBND
49	WORKCENTER 3325	LA8416224	X00BVBNK
50	Q5407A	CNGXC45435	X00BVBNO
51	HP Color LaserJet CP4525	JPBCC7N0H3	X00BVBNQ
52	HP LaserJet 400 M401dne	VNG4822069	X00BVBNR
53	LASERJET 4350	CNDXC23923	X00BVBOP
54	COLOR LASERJET CP4025	JPBCC84151	X00BVBOQ
55	LASERJET 4050	USQL029307	X00BVBOU
56	LASERJET 4350	CNGXD74515	X00BVBOX
57	LASERJET 4350	CNGXD74518	X00BVBOY
58	LASERJET 4350	CNRXX12961	X00BVBP0
59	2155CN COLOR MFP	41BGGM1	X00BVBKR
60	LASERJET 200 COLOR M251NW	CND1H18449	X00BVBMP
61	LASERJET 4100N	USGNK14338	X00BVBMQ
62	LASERJET 4250	CNGXF84719	X00BVBL1
63	LASERJET 4250	CNGXD83506	X00BVBL2
64	LASERJET 200 COLOR M251NW	CND1G07339	X00BVBL4
65	LASERJET 4250	CNGXJ56649	X00BVBL6
66	LASERJET 400 COLOR M451NW	CNDG315205	X00BVBL7
67	LASERJET 4050	USQL09398	X00BVBNT
68	LASERJET 4100N	USBDF04222	X00BVBNW
69	LASERJET 4200N	CNBX403082	X00BVBP1
70	OFFICEJET 8600 PRO	CN39PEWJJ905KC	X00BVBJP
71	Dell Laser 5330dn	4RBDQM1	X00BVBJD
72	HP LaserJet 400 color M451nw	CNBG301504	X00BVBJF
73	Q7492A	JP4LB11305	X00BVBLG
74	HP LaserJet 400 color M451nw	CNDF324039	X00BVBLJ
75	HP LaserJet 4250	CNGXD82668	X00BVBLK
76	HP LaserJet 4000N	USEF135850	X00BVBMB
77	HP LaserJet 4200	USGNM27875	X00BVBMC

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78	HP LaserJet 4250	CNRXS43622	X00BVBMF
79	HP Color LaserJet CP3525	CNCCBCD09D	X00BVBMG
80	LASERJET 4050	USQL065954	X00BVBMM
81	HP Color LaserJet CP3525	CNCCBCD095	X00BVBMX
82	LASERJET 4050	USBC145637	X00BVBMY
83	COLOR LASERJET 3600	CNTBB70084	X00BVBN5
84	LASERJET 4250	CNRXG72467	X00BVBN8
85	Dell 2130cn Color Laser	J8XRZK1	X00BVBNX
86	HP LaserJet 4000N	USEF138991	X00BVBNY
87	HP Color LaserJet 4600	JPCKC38358	X00BVBNZ
88	DELL COLOR LASERJET 1320C	HPKPHF1	X00BVBO1
89	HP LaserJet 4350	USBXX11996	X00BVBO3
90	HP LaserJet 4050	USQL060378	X00BVBO5
91	LASERJET 500 COLOR M551	CNBCD300Z9	X00BVBO6
92	LASERJET 4050	USQC033084	X00BVBO8
93	C540	98126HY	X00BVBM6
94	LASERJET 4350	CNGXG37947	X00BVBM8

The List of MPS In-Scope City of Riverside Xerox Equipment devices are in Exhibit B table below:

	Model	Serial Number	Asset Number
1	WC7775P	TBD	TBD
2	WC7775P	TBD	TBD
3	WC7775P	TBD	TBD
4	WC7775P	TBD	TBD
5	WC7775P	TBD	TBD
6	WC7775P	TBD	TBD
7	WC7775P	TBD	TBD
8	W7830PT	TBD	TBD
9	3CQ9303	XNE136660	X00BVB74
10	4510B	ART001489	Not Active
11	6279P	LXE471490	Not Tagged
12	6279 SCAN	LXT476017	Not Tagged
13	6280DN	NKA167673	X00B7OVE
14	MFP3635X1	BB1496070	X00BVBDT
15	MFP3635X1	BB1496071	X00BVBDM
16	MFP3635X1	BB1496072	X00BVBIB
17	W7545P	XKP063663	X00B70XJ

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18	W7545P	XKP063677	X00B70XJ
19	W7545P	XKP063697	X00B70XO
20	W7545P	XKP511218	X00B7OXF
21	W7545P	XKP511283	X00B7OXF
22	W7545P	XKP511286	X00B70XK
23	W7545P	XKP511288	X00B70XQ
24	W7545P	XKP511290	X00B70XP
25	W7545P	XKP511306	X00B70XV
26	W7545P	XKP514979	X00B70W9
27	W7556P	XKP063667	X00B7OXE
28	W7556P	XKP063671	X00B70XU
29	W7556P	XKP063698	X00B70XT
30	W7556P	XKP063700	X00B70XI
31	W7556P	XKP511216	X00B70XN
32	W7556P	XKP511221	X00B70XX
33	W7556P	XKP511227	X00B70XX
34	W7556P	XKP511293	X00B70XL
35	W7556P	XKP546606	X00BVB9I
36	W7556P	XKP551093	X00BVBBN
37	W7845PT	MX4324588	X00BVBDZ
38	W7845PT	MX4341045	X00BVB6Y
39	W7855PT	MX4329895	X00BVB6R
40	WC7775P	RFX016912	X00BVBFX
41	WC7775P	RFX351872	X00B7POF
42	WFCNTRL4	UXC308610	Accessory

The List of MPS In-Scope City of Riverside Third Party Equipment devices are in Exhibit C table below:

	Model Name	Serial Number	Asset Number
1	LaserJet Pro 400 color MFP M475dw	CND8F7W4ZG	X00BVBC1
2	Color LaserJet CM2320nf MFP	CNF9B41N3X	X00BVBGI
3	LaserJet P2015	CNBJL11729	5748E285
4	LaserJet 500 Plus	JPCCDBF014	X00BVBAR
5	LaserJet 4100	USJNG25731	X00BVBPL
6	Color LaserJet Enterprise CP5520n	CNGCF7X190	X00BVBAC
7	LaserJet 4000	USEF155740	1FD1D5EF
8	Color LaserJet 4650	JPKAD29688	2E9B9C6B
9	Color LaserJet CM6040MFP	CNCCD741LP	X00BVBG4

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10	LaserJet Pro 400 color MFP M475dw	CND8FB9B08	X00B7P1Z
11	LaserJet 9050	JPRCC7L96C	X00BVBF4
12	Color LaserJet Enterprise CP5520n	CNGCF7H29H	X00BVBGG
13	LaserJet Pro 300 Color MFP M375nw	CND8F6C1GB	X00BVBGD
14	LaserJet Enterprise P3015	VNBCC1J23B	X00BVB7F
15	LaserJet Enterprise 600 M601dn	CNCCF6G067	X00BVB7C
16	DesignJet 4020	JPBCD3R1S9	X00BVB5S
17	1320c Color Laser Printer	930386422	X00BVBE1
18	Color LaserJet Enterprise CP4025dn	JPBCD4K2L2	X00BVBPV
19	LaserJet Pro M1536dnf MFP	CNC9C6KCX4	9DBD9519
20	LaserJet Pro 400 color MFP M475dw	CND8F7PCZ1	X00BVBPD
21	LaserJet Enterprise 500 Color M551dn	CNBCD6V073	X00BVBAM
22	LaserJet Enterprise 500 Color M551dn	CNCCF3D1D6	X00BVB7T
23	LaserJet P4515dn	CNDY896498	X00BVB6Z
24	Color LaserJet 5550	JPFC65J00F	X00BVBF6
25	Color LaserJet CP2025dn	CNGS403078	X00BVBGL
26	LaserJet Enterprise 600 M601n	CNCCG3N0FB	X00BVB75
27	Color LaserJet 4700	JPGLB08260	X00B70W0
28	LaserJet P4015n	JPDF237895	X00B70WG
29	Color LaserJet 4650	JPKAD45489	X00B70WH
30	LaserJet 5000	JPC3014123	X00B70WI
31	Color LaserJet 5500	JPGR000898	X00B70WJ
32	Color LaserJet 5550	JPFC59M05K	X00B70WK
33	LaserJet 4345mfp	CNJYF11101	X00B70WM
34	LaserJet 4345mfp	CNJYF31148	X00B70WZ
35	LaserJet 2200d	CNGRD32999	X00B70X1
36	LaserJet 4100	USBNF24940	X00B70XY
37	LaserJet 4250	CNDXG00115	X00B70XZ
38	LaserJet 4100	USBNF24934	X00B70Y2
39	LaserJet 4200	CNDX402851	X00B70Y3
40	5110cn Color Laser Printer	0926889404	X00B70Y4
41	LaserJet 4100	USBDJ12041	X00B70Y6
42	Color LaserJet 4650	JPKAC48042	X00B70YA
43	Color LaserJet 5550	JPSC84F02S	X00B70YB
44	Color LaserJet 3800	CNRBB39925	X00B70yz
45	LaserJet P2015	CNB9M01942	X00B70Z0
46	LaserJet 4250	USBXX10699	X00B70Z1
47	Color LaserJet 3600dn	CNTBB78438	X00B70Z7
48	Color LaserJet 3600dn	CNWBB34099	X00B70ZB

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49	LaserJet 3390	CNRJR06690	X00B70ZD
50	Color LaserJet 5550	JPSC7BJ001	X00B70ZE
51	LaserJet 4250	CNRXL62212	X00B70zg
52	LaserJet P4014	CNDX206279	X00B70ZH
53	1320c Color Laser Printer	0930330713	X00B70ZJ
54	LaserJet P2015	CNBJM35846	X00B70ZM
55	LaserJet P2015	CNB9L25565	X00B70ZP
56	Color LaserJet 5550	JPDC4CJ00L	X00B70ZR
57	Color LaserJet 4700	JPTLB50483	X00B7OV6
58	LaserJet 8000	HP80000PS01	X00B7OV7
59	5100cn Color Laser Printer	926914782	X00B7OV9
60	Color LaserJet 2605dtn	CNDC67F08M	X00B7OVA
61	5100cn Color Laser Printer	0926871054	X00B7OVB
62	3115cn Multifunction Color Laser Printer	0927111974	X00B7OVC
63	LaserJet 4000	USEC020861	X00B7OVD
64	LaserJet 4100	JPLGD16066	X00B7OVG
65	Color LaserJet 4600	JPCKD28897	X00B7OVH
66	LaserJet 5000	JPB3093131	X00B7OVI
67	LaserJet P4515dn	CNDY304168	X00B7OVJ
68	Color LaserJet 4700	JPRLB32145	X00B7OVK
69	LaserJet P4014	CNDX158194	X00B7OVL
70	Color LaserJet 4700	JPRLB32776	X00B7OVM
71	LaserJet 4200	CNDX612460	X00B7OVN
72	Color LaserJet 5550	JPDC522071	X00B7OVR
73	LaserJet M3027 MFP	CNLLG02371	X00B7OWB
74	Color LaserJet 5500	JPJR012699	X00B7OWF
75	LaserJet 2200d	USBRB20646	X00B7OWL
76	Color LaserJet CP1518ni	CNB0304972	X00B7OWN
77	Color LaserJet CM3530MFP	CNGLD06481	X00B7OWP
78	LaserJet 5000	USB1045181	X00B7OWT
79	LaserJet 5M	S4601LB6BC2	X00B7OWW
80	LaserJet 4350	CNGXC45618	X00B7OWX
81	LaserJet 4345mfp	CNBYF12930	X00B7OX2
82	LaserJet 8100	USDF007480	X00B7OX4
83	LaserJet 4350	CNGXC27422	X00B7OX5
84	LaserJet 8150	JPBLM80760	X00B7OX6
85	Color LaserJet 4700	JP2LD06296	X00B7OX7
86	LaserJet 4100	USBNK22994	X00B7OXA
87	LaserJet 4350	CNGXC45449	X00B7OXB

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88	LaserJet 4050	USQF007134	X00B7OXC
89	LaserJet 5Si	AAXXYY9999	X00B7OXD
90	Color LaserJet 5550	JPEC536032	X00B7OXQ
91	LaserJet 8000	USBB009531	X00B7OXR
92	Color LaserJet 5550	JPFC57D01G	X00B7OXS
93	LaserJet 4200	CNBX306519	X00B7OZL
94	Color LaserJet 5550	JPSC7B0031	X00B7OZT
95	Officejet Pro 8500 All-in-One Printer - A909a	CN14DCM0YT	X00B7OZY
96	Color LaserJet 5500	JPSC6D60CB	X00B7P1D
97	LaserJet P2015	CNB9M05385	X00B7P1H
98	LaserJet P2015	CNB9M05384	X00B7P1I
99	LaserJet P2015	CNB9M05372	X00B7P1J
100	LaserJet P2015	CNB9M02128	X00B7P1K
101	Color LaserJet 4700	JP8LD16860	X00B7P1M
102	Color LaserJet CM1312nfi MFP	CND893H5KN	X00B7P1N
103	LaserJet P3005	CNJ1S78005	X00B7P1Q
104	LaserJet 4200	USGNN10697	X00B7P1R
105	Color LaserJet 5550	JPEC55V01M	X00B7P1S
106	Color LaserJet 5550	JPGC68Y03Z	X00B7P1V
107	Officejet Pro 8500 All-in-One Printer - A909a	CN02J4Q0H3	X00B7P20
108	LaserJet P4015n	JPDF216638	X00B7P21
109	LaserJet P3010	VNB3Y53534	X00B7P28
110	LaserJet 5100	CNGN145867	X00B7P2C
111	LaserJet 2100	USCB027327	X00B7P2D
112	LaserJet 4100	USJNK28977	X00B7P2H
113	Color LaserJet 5500	JPHR004124	X00B7P2I
114	LaserJet 9050	JPCL5D600J	X00B7P2J
115	Color LaserJet 9500n	JPNJB03249	X00B7P2K
116	LaserJet 4100	USJNF12406	X00B7P2L
117	Color LaserJet 4650	JPCAD00178	X00B7P2N
118	LaserJet 4200	USBNM06092	X00B7P2P
119	LaserJet 4250	CNGXC46326	X00B7P2Q
120	LaserJet 4250	CNGXF27904	X00B7P2R
121	3330dn Laser Printer	721CN2Z8713	X00B7P2U
122	LaserJet 4350	CNGXF00867	X00B7P2V
123	LaserJet P4015n	CNDYB04691	X00B7P2W
124	LaserJet 4200	CNBX206786	X00B7P2X
125	LaserJet 4240	JPGGL16894	X00B7P2Z

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126	LaserJet 4100	USJNJ28303	X00B7P30
127	LaserJet 4200	USDNS14160	X00B7P33
128	LaserJet 4240	CNGXG49748	X00B7P34
129	LaserJet 4100	USJNJ28321	X00B7P35
130	LaserJet P4015n	CNDY922991	X00B7P37
131	LaserJet 2100	USCB032373	X00B7P39
132	Color LaserJet 5550	JPSC75N0FZ	X00B7P3E
133	LaserJet 4350	CNGXD58684	X00B7P3G

2. Detail breadth of change to project schedule, including organizational responsibility:

No change to project schedule.

3. Detail breadth of change to project technical specification, including organizational responsibility:

N/A

(Total Price of PCR and Approvals on following page)

CHANGE APPROVAL			
Total Price of PCR (Must be filled in – Cannot be blank)		**$ CPC - See Meter Rates above**	
Effective Date of Change (Must be filled in – Cannot be blank)		**July 1, 2014**	
Xerox Change Authority (Xerox Signature)		**Client Change Authority (Client Signature)**	
Xerox Printed Name	**Date**	**Client Printed Name**	**Date** (Cannot be blank)

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Invoice Presentment Statement of Work

Agreement # 7102773-001

Services Defined As Of: **7/1/2014**

Invoice Presentment Options

☒ Consolidation at Contract Level – Grand Total Minimum

Back-up Reporting Options

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

☒ Other (If other, please describe below) *Additional charges may apply depending on complexity of customer requirements

-The onsite account team will provide backup documentation for any charges not delineated in the contract.
- The onsite account team will provide Print Volume and Usage trends on a monthly basis .

Chargeback Reporting

☒ None Required

Additional Requirements

☒ None Required

Supplies

☒ Consumable Supplies included. If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner and developer. For Phaser Products, Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits.

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

Other Variable Billing Elements

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

☒ Equipment serviced outside the standard coverage outlined in the contract, will be chargeable

☒ Standard move charges provided by quote. Quote may be adjusted for non standard move requests

☒ Billable supplies are billed upon delivery from Xerox Supplies North America

☒ 3rd party equipment non contracted maintenance and supplies are chargeable

☒ Standard invoice bills monthly minimums in advance, billable supplies and meters in arrears. Uncheck if arrears billing of monthly minimum is required

☒ Standard invoice overage billed monthly. If this box is checked, overages will bill monthly. Please uncheck the box if anything other than monthly overage reconciliation is required. Indicate frequency and the month(s) the reconciliation will take place. **Please note: Quarterly meter reconciliation bills on standard Calendar Quarters only. Customer requirements for non standard calendar quarter reconciliation requires additional review and approval and should be stipulated in the text box below

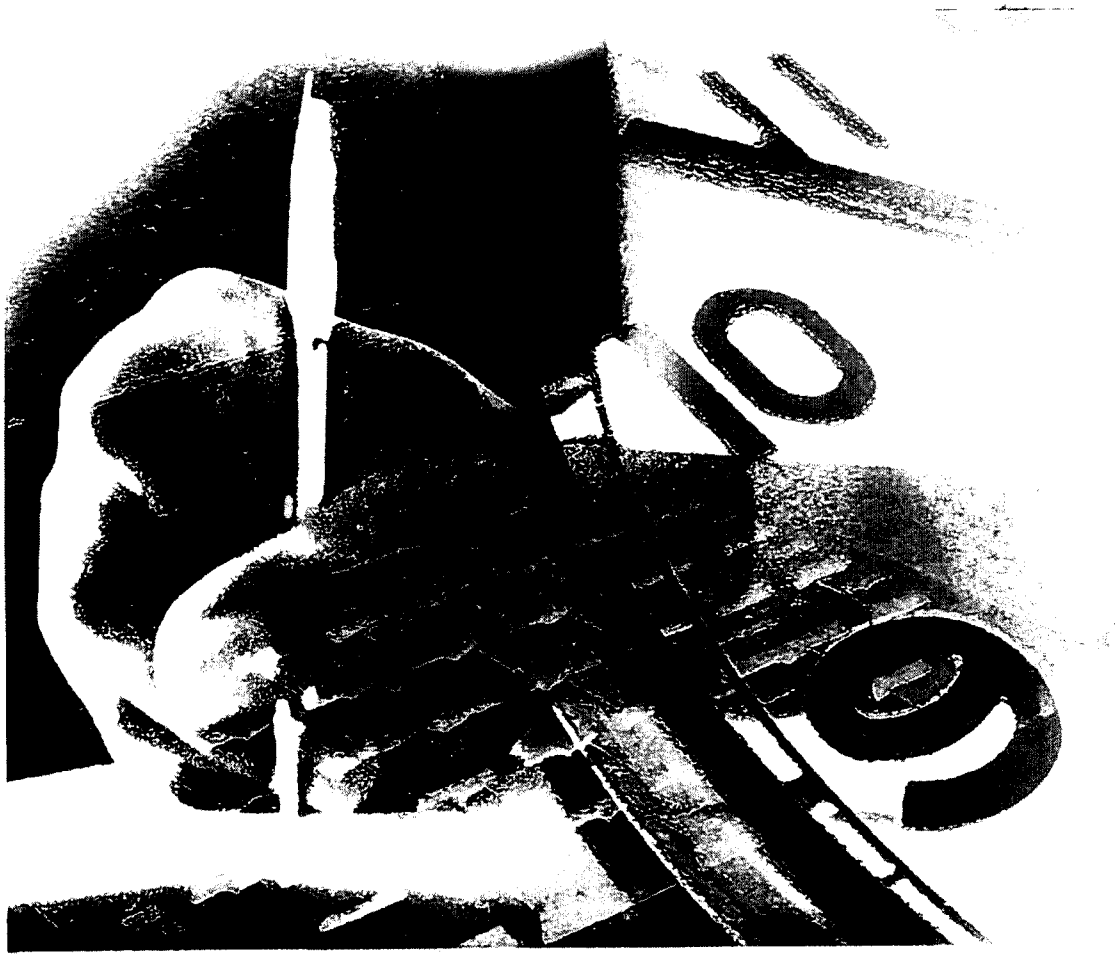
End of Invoice Presentment Statement of Work

Statement of Work (SOW) for Xerox' US Solutions Group on Behalf of ACS / City of Riverside

For

Xerox Office Services (XOS)

Date	December 09, 2010
Prepared by:	Phil Martie
	Business Development Executive, Global Document Outsourcing, Xerox



Real People. Real World Solutions.

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Client Information

Billing Contact - ACS		*Project Contact: - ACS*	
Name	Tere Shade	**Name**	Fred Speer
Company	ACS	**Company**	ACS
Address	1020 W. Kaweah Avenue Visalia, CA 93277	**Address**	3900 Main Street Riverside, CA 92522
Telephone	(559) 731-3922	**Telephone**	951-826-2101
Fax		**Fax**	
E-Mail	terese.shade@acs-inc.com	**E-Mail**	fred.speer@acs-inc.com

This Statement of Work ("SOW") is entered into by and between Xerox Corporation, acting through its Global Document Outsourcing division (collectively "GDO"), and ACS, as set forth above ("Client") and shall be effective as of the date the last signature is affixed hereto.

1 EXECUTIVE SUMMARY

ON BEHALF OF ACS and the City of Riverside, USSG has requested Xerox Global Document Outsourcing (GDO) to provide remote care services consisting of proactive monitoring for Network-Attached Devices to provide proactive alerts of device faults and for consumables fulfillment. In addition consumables fulfillment will be provided as requested or ordered for local devices on a reactive basis. In-Scope Devices are itemized in section 16 of this SOW. The sites covered by this SOW are listed by address in Exhibit C attached to this SOW.

1. Network-Attached Devices will be proactively managed via remote monitoring to provide Consumables fulfillment.
2. Existing third party non-Network-Attached printers (local Devices) can be provided Consumables on a reactive basis. Consumables for local Devices will be billed separately.
3. Enterprise Print Governance Services (EPGS) will be implemented to manage print policies as defined in this SOW.
4. Devices not included in the exhibit noted above for services described in this SOW are explicitly out of scope

These Devices will be located at various sites through out the City of Riverside at the locations listed in Exhibit C.

GDO will provide pro-active monitoring for the Network-Attached Devices in section 16 of this SOW, and reactive consumables fulfillment for the local Devices. These services will be provided for a contract period of 60 months. These services will provide for remote dispatch of local on-site ACS break fix technicians for the Network-Attached Devices based upon proactive alerts. GDO will provide a portfolio of standard operational reports related to the Services described in this SOW on a monthly and quarterly summary basis.

The following pages provide definition and descriptions of the processes that will be implemented to provide services described in this SOW along with any limitations and considerations.

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2 DEFINITIONS

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

Ad Hoc Request– A request by ACS/City of Riverside or any service that is not a part of this SOW. Ad Hoc Requests may be fulfilled by Xerox via the PCR process or through a separate statement of work.

Additional Devices – Devices that ACS/City of Riverside requests that are in addition to the hardware agreed to in a Site Map.

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

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

Break Fix Management - The management of all repair and maintenance requests for all output Devices that are In-Scope. Break Fix Management includes dispatch of vendor, tracking of disposition of repairs, and other Services as expressly set forth in this SOW.

B/W Impressions – Impressions produced in black and white (monochrome).

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

Commencement Date of Services - The date that Xerox starts to deliver the Xerox Office Services as defined in this SOW. For this SOW, the intended Commencement Date of Services is to be (90) days from the Effective Date of the SOW, not to exceed (120) days.

Consumables Management – The replenishment of Consumables based on proactive alerts and or reactive requests for "asset tagged" Devices using an approved process as set forth elsewhere in this SOW.

Device - Xerox Equipment and Third Party Hardware output Devices including, but not limited to, laser/inkjet printers, analog/digital copiers, Multifunctional Devices, desktop scanners and fax machines as more specifically set forth in Section 16. For purposes of this SOW, the term Device will also mean an In-Scope Device.

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

Effective Date - The date of this SOW as set forth on the cover page of this SOW.

End User - ACS/City of Riverside employees or nominated agents at ACS/City of Riverside Sites who utilize the Devices in the Output Environment.

EPG (Enterprise Print Governance) – Service Module within the Xerox Office Service offer that provides Clients the ability to monitor and/or control individuals print behaviors within their print environment.

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Hard Device Failure – Service related issue that causes the Device not be available for an End User and requires a certified technician to restore the Device to operating status.

Impression - The production of an image by any Device. Oversize Impressions (11x17, A3, A5) shall be counted as two Impressions.

Impression Volume – The total number of Impressions produced under the timeframe specified in this SOW. Double-sided Impressions shall be counted as two Impressions. Impressions on A3 paper shall be counted as two Impressions.

Initial Term – The Initial Term of this SOW is (60) months from the Commencement Date of Services.

In-Scope – Devices and related Services, the charges of which are accounted for in the pricing set forth in **Section** 10.

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

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

Network-Attached Device(s) - Devices connected to ACS/City of Riverside's network, including but not limited to laser/inkjet printers, analog/digital copiers, and MFDs..

Normal Business Days - The days that business is conducted are Monday thru Friday, excluding Customer holidays

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

Out-of-Scope - Products and Services not included in this SOW and not priced under the Financial and Billing Section herein. Out-of-Scope Products and Services may be expressly referred to as Out-of-Scope or will be considered Out-of-Scope by the fact that they are not expressly included as part of the In-Scope Products and Services as set forth hereunder..

PCR – (Project Change Request) – The process by which the parties make changes to this SOW as more specifically set forth herein.

PPI Overage - The price per impression for each impression produced over the monthly minimum as specified in this SOW.

Print Policy (EPG) – Logical container for print rules assigned at individual print device level. A printing device could have one or more print policies assigned. A single print policy is made up of one or more print rules.

Print Rule (EPG) - Individual/distinct print controls that monitor/limit print behavior in some fashion. Examples of print rules: All documents must be printed duplex;, Email not allowed to be printed in color.

SLA - (Service Level Agreement) - Performance standards as set forth in **Exhibit B** of this SOW.

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

Shared Print Policy (EPG) – A print policy that extends across a Client's print environment without exception (i.e. no deviation from policy based on user, group, document type, etc.).

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Site (or "On-Site") - Customer or Eligible Subsidiary location where Services are performed and/or Products are installed under this SOW as set forth in **Exhibit C**.

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

Term – The Initial Term of the SOW including any renewals of and extensions thereto as mutually agreed upon by the parties.

Third Party Hardware – Non-Xerox brand hardware.

Xerox Tools – Certain proprietary tools used by Xerox to provide the Services, and any modifications, enhancements, improvements and derivative works thereof, as further outlined in this SOW.

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3 PROJECT SCOPE

In Scope Summary for Xerox / GDO

Global Document Outsourcing will provide the following Services for all in-scope output devices described in Section 16.

Asset Management – GDO will provide and maintain a centralized database to track the physical location of Devices listed in Section 16 of this SOW. Successful implementation of these Services requires an integrated approach focusing on the Customer and GDO working together to maintain the information. GDO will implement technology to monitor Network-Attached SNMP-Level 1 and Level 2 Devices and integrate this monitoring technology with a SQL-based Asset Management database. Information to be maintained may include device model, serial number, device location and other asset information. Proactive monitoring services will be provided for all of the Network-Attached Devices listed in Section 16 of this SOW.

Reactive Device Management – GDO will provide consumables where available and upon request for non-Network-Attached Devices reactively. GDO will provide a toll-free phone number to order consumables. Consumables fulfillment for local Devices will be reconciled monthly and billed separately.

Proactive Monitoring – Will monitor Network-Attached Devices to detect device malfunctions and provide low consumable alerts for consumables fulfillment. Device malfunctions are malfunctions that cannot be remotely reset to resolve the malfunction and require the dispatch of a local on-site ACS technician to resolve the malfunction.

Consumables Management – GDO will order consumables based upon low consumable alerts for the Network-Attached Devices listed in Section 16 of this SOW. GDO will ship Consumables to each Site using common carriers such as Fed-Ex, UPS, and other non-Xerox agents (as determined by GDO). It is the responsibility of each Customer Site to distribute Consumables to the respective areas or End Users at the Site. Requests received by 2 p.m. EST will be entered into the system as received orders by close of business that same business day.

Help Desk Support – The Xerox Help Desk is a remote Help Desk, not on site. Xerox will provide a single point of contact at the Xerox Help Desk via telephone.

- Proactive Incident support is dependent on Network-Attached Devices, that are compliant with the Xerox Tools for Break Fix alerts / Consumables alerts and meter reads, If an Incident is identified as an issue that the Customer is responsible for resolving, e.g. desk-side support, print queue/print server, network connectivity, etc., then the Xerox Help Desk will re-route the Incident back to the Customer's Services Help Desk along with problem identification information.

Standard XOS Reports – Xerox will provide standard monthly reports from the asset data base. These will include the following metrics:

- Asset Inventory
- All Incident Details/SLA Performance (i.e alerts, B/F tickets, B/F resolution time)
- Monthly Volume
- EPG Reports described in Exhibit E

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Out of Scope Summary for Xerox / GDO

Print Servers and Print Queues – GDO will not be responsible for the operation, management or support of print servers or printer queues that are part of the Customer infrastructure. Setup of new print server(s) or printer queues will be the responsibility of Customer.

Network Connectivity – GDO will not be responsible for network connectivity between or among any Devices. GDO will only be responsible for network components that are physically installed in the In-Scope Devices.

Non-Contract Devices – GDO will not, under this SOW, provide toner or maintenance kits for other desktop devices, such as inkjet printers, fax machines or any specialty device outside of the in-scope list in Section 16 and submitted to GDO at the start of the contract or added and approved by GDO in writing after the start of the contract. Requests to add devices to the in-scope device list should be submitted to GDO in writing and will be evaluated to determine if they can be added to the monitoring program.

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4 PROJECT SETUP

GDO personnel will set up Xerox Device Manager (XDM) and defined process flows and address the following issues during setup:

- Set up standard process to have all tickets, proactive and reactive, created in Xerox Service Manager and worked by the remote support center and coordination processes with ACS.
- For reactive consumable fulfillment alerts, support center (SC) reps will decide when to dispatch to onsite ACS personnel per predefined process flows.
- Proactive alerts will be handled by the SC rep and the SC rep will determine what action to take based upon predefined process flows. The SC Rep may engage the on site ACS personnel to assist with triage prior to dispatch of a repair technician.
- GDO will ship supplies when notified by either a low toner proactive alert, or a reactive request for supplies on a JIT (just in time) basis, or notify onsite ACS personnel who track and order on behalf of the City of Riverside from bulk suppliers.
- Where our team determines the issue belongs to ACS/ City of Riverside, i.e. network or print server issue, we will follow an agreed to process to handoff that ticket to ACS/City of Riverside.

I. Xerox Tools Deployment (On-Site)

GDO will install and configure the On-Site Xerox Tool(s) at a mutually agreed upon Customer location with the following requirements.

1. Xerox Tools

The installation of Xerox Tools will require dedicated server(s) to be installed, functional and attached to the ACS/City of Riverside network infrastructure. Customer is to provide the server per the specifications in Section A.

a) Customer is responsible for providing access to a server capable of hosting the On-Site Xerox Tool(s) and meeting the minimal server requirements included in **Exhibit A**
b) Customer will provide access to an SMTP server for the purpose of sending reports from the Xerox Tools server(s) to Customer or GDO, as required and approved by both parties.
c) Customer is responsible for configuration of the server(s) in preparation of the Xerox Tools installation by GDO. GDO will coordinate and review the configuration of the server(s) with Customer prior to final configuration.
d) Customer will provide access to a MS SQL Server 2005 database in either a shared or standalone database install.
e) Customer is responsible for all charges associated with MS SQL licensing. GDO anticipates the need for a minimum 5 client access licenses (CAL's).

2. Xerox Tools Installation and Configuration Requirements

Following the setup of the server(s), GDO will install and configure the Xerox Tools for discovery and monitoring of network Devices as follows:

a) GDO will configure the Xerox Tools for the initial discovery of network printers based on the Customer provided IP and Subnet Range.
b) GDO will configure the Xerox Tools to connect to the MS SQL database and any existing Xerox Tools database tables or create new tables; as required.
c) Customer will assist GDO to ensure proper connectivity with a Standard Mail Transfer Protocol (SMTP) server for email access.
d) Customer will assist GDO for all network password and server access required during the installation and configuration process.

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e) Customer and GDO will review and agree on the polling intervals required for the various types of Devices or functional Areas within the Customer Output Environment.
f) GDO will configure standard alerts for the purposes of Device status notification. All alerts and group settings will be determined prior to Xerox Tools installation.
g) GDO and Customer will agree on the timing for the discovery of all Network-Attached Devices.

3. Network Discovery

The On-Site Xerox Tools must be deployed on the Customer network and must be allowed to scan the Customer network for Devices using scheduled IP Sweeps using SNMP level 1 or 2. The timing of this network "discovery" will be on a schedule that is mutually agreed upon by Customer and GDO. Discoveries are normally scheduled for once per week.

II. Connectivity – Xerox Tools Hosted Site

GDO provides all of the XOS services process from our hosted site

- Xerox Tools will be configured for data integration within the hosted Xerox site using web services and data encryption during the transmission of same for security purposes.
- GDO will configure the Xerox Tools server(s) for web services.
- During the initial Xerox Tools installation and configuration, GDO and Customer will coordinate the frequency of data transmission to the remotely hosted Xerox site.

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5 HELP DESK

I. Workflow Process for Reactive Ordering of Consumables

The following describes the workflow process for the ordering of consumables for local, non-networked Devices:

1. Customer End User or ACS personnel will place a call with the Xerox Customer Service Desk.

2. Xerox Customer Service Desk will validate the availability of the consumable and order the appropriate consumable.

3. The Xerox Customer Service Help Desk will obtain the following information from the user:
   - End User name
   - Site
   - Address, building and floor number
   - Phone number
   - Type of Device
   - Asset Tag Number
   - Internal reference number (if applicable).

Note: Customer/ACS will be responsible for contacting all other 3rd party providers if the consumable is not available from Xerox.

II. Workflow Process for Reactive Breakfix Requests from Users for non-Xerox Devices

The following describes the workflow process for end-users to request breakfix support from the ACS-Xerox team for non-Xerox devices:

1. Customer end-user calls ACS Help Desk
2. ACS Help Desk initiates ticket in the ACS system, begins work
3. ACS HD system issues automatic email with all ticket details to the Xerox Help Desk
4. Xerox HD creates XSM ticket and enters all required information
5. ACS HD team dispatches personnel and fixes the device problem
6. Once work complete, ACS HD enters final work information, what done, parts used, when work completed, etc. into the ACS HD system and closes ticket
7. ACS HD system sends auto-email to the Xerox HD
8. Xerox HD personnel enter all pertinent work closure data into the already opened XSM ticket and close that XSM ticket.

III. Workflow Process for Reactive Breakfix Requests from Users for Xerox Devices

The following describes the workflow process for end-users to request breakfix support from the ACS-Xerox team for Xerox devices:

1. Customer end-user calls Xerox Help Desk
2. Xerox Help Desk initiates ticket in XSM, begins triage
3. Xerox HD team dispatches personnel and fixes the device problem
4. Once work complete, Xerox HD enters final work information, what done, parts used, when work completed, etc. into XSM and closes ticket

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IV. Workflow Process for Proactive Incidents

The following describes the workflow process for Proactive Incidents:

1. Xerox Tools detect a machine condition that has exceeded the established threshold and generates a Device Remote Alert, which generates an Incident to the Xerox Help Desk (HD) in XSM

2. If there is a supplies alert, the Xerox HD team ships the correct supply to the designated supplies recipient for that device (to be defined during the implementation phase)

3. Xerox HD attempts to resolve using remote diagnostic tools without customer intervention. If resolved, Xerox HD closes the Incident in XSM as resolved.

4. If not resolved, Xerox HD will contact ACS personnel to perform remote diagnostics (triage), when appropriate for selected problems and Devices. ACS will assist Xerox HD with reasonable remote diagnostic procedures to provide proper diagnosis and timely Device fault resolution.

5. For non-Xerox devices, if Xerox and ACS are unable to resolve with remote diagnostics (triage), then Xerox will dispatch the XSM ticket to the ACS team for resolution. The ACS team will create a ticket for this work in the ACS HD system and fix the device problem. Once resolved, the ACS team will input the work data into the ACS ticket and close that ticket. The ACS ticket will auto-email all the ticket information to the Xerox HD, who will enter all the data back into the XSM ticket, and then close the XSM ticket.

6. For Xerox devices, the Xerox HD will dispatch to the appropriate Xerox engineering organization through the Xerox technical services dispatch system. Once the work is complete, Xerox HD will update and close the XSM ticket.

5. If Xerox and/or ACS HD teams determine that the issue is not with the device, i.e. a network or application issue, the ACS HD will take ownership of the issue. The Xerox HD will close the XSM ticket

Note: Customer/ACS will be responsible for contacting all other 3rd party providers if the Incident is not related to an In-Scope Device (i.e. cabling, electrical etc.)

6 CONSUMABLES MANAGEMENT

Xerox will order Consumables based upon low consumable proactive alerts for the Network-Attached Devices listed in Section 16 of this SOW. Xerox will order Consumables where available for local Devices on a reactive, user phone-in basis. Xerox will ship Consumables to each Site using common carriers such as Fed-Ex, UPS, and other non-Xerox agents (as determined by Xerox). It is the responsibility of each Customer Site to distribute Consumables to the respective areas or End Users at the Site. Requests received by 2 p.m. EST will be entered into the system as received orders by close of business that same business day.

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7 ASSET MANAGEMENT

GDO will leverage a combination of its business processes and Xerox Tools that will provide the control and management of Client's Output Environment throughout the Term of this SOW. GDO will provide management of Network-Attached Devices that are defined as In-Scope within this SOW and any Additional Devices for which Customer may request and for which GDO may agree to provide general management of such Additional Devices as more expressly set forth herein.

I. Asset Tracking

Xerox will track all Network-Attached Devices required to be inventoried and tracked through the Move, Add, Change and Dispose (MACD) lifecycle. In order to properly track the physical location of all Devices, Xerox will monitor changes that will require Customer's/ACS cooperation to advise Xerox of any additions, moves, changes and/or disposal of assets. The use of a unique Asset Tag Number is critical to ensure that all future changes and requests related to a Device are properly tracked using this unique number.

II. Asset Tracking Process

It is the responsibility of the appropriate party completing functions of the MACD activity of a Device to provide to the Xerox Office Services Operations Team device information for the purposes of maintaining an accurate asset database.

Inventory and Asset Tagging

The Xerox Sales Team and ACS will complete a detailed Device inventory including the placement of asset tags on all Devices that will be managed by GDO as part of this SOW. Inventory will be completed following the finalization of the Project Plan as developed and agreed upon by both parties. GDO will manage a process to capture inventory at Sites where needed. At present, GDO manages a current asset database with most of the data elements required to manage the Devices. Where needed, GDO will fill gaps in this data using the process described below and in coordination with Customer.

- Xerox Sales Team and ACS will be responsible for the inventory of all Sites.
- GDO will provide asset tags for Devices.
- Xerox Sales Team and ACS are responsible for communication and completion of the asset tagging and capture of inventory.
- GDO will import asset data into the Xerox Services Manager Tool and complete the linking of Devices with Xerox Device Manager.

1. **<u>Initial Inventory and Asset Tagging Process</u>**
   GDO will maintain the asset tagging and inventory process as defined below, under the guidelines of this SOW and as defined by the Project Plan.

   a) GDO will develop and print the asset tags to be used for the inventory and asset tagging process.
   b) The current support process for GDO is to maintain Devices with asset tags in accordance with this SOW.
   c) The Xerox Sales Team and ACS will schedule resources to complete the inventory and asset tagging of Devices at those Sites designated,
   d) Customer/ACS will provide a Site contact name and phone number for each Site. GDO will coordinate the physical inventory and asset tagging within the Site contact according to the Project Plan.

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e) GDO will utilize Customer provided digital floor plans, if available, for the Sites to be used to complete Floor Maps representing the actual location of the Devices on each floor at each Site.
f) GDO will affix an asset tag to the front of the Device visible to End Users for easy access.
g) GDO will enter all Device information into the appropriate Xerox Tools.

Customer/ACS Responsible Site(s)

Customer/ACS will follow same process and be responsible for the tasks as defined above in "GDO" responsible Site(s)". Sites with 150 End Users or less will be the responsibility of Customer during initial inventory.

Device Data Elements
GDO and Customer/ACS will jointly provide as much of the inventory data elements (as appropriate) for the purposes of maintaining the current asset database in the Xerox Tools. It is understood that some data elements may not be available due to Customer's/ACS limited record keeping and that those missing elements will be accepted by both organizations. Identified data elements will be maintained in the Xerox Tools database.

Customer/ACS is responsible for providing to GDO relevant information during the inventory of the Devices as defined in Exhibit D. For all Devices with a purchase date that cannot be supplied by Customer, both parties agree to use the OEM's date of entry to the market for the Device, plus four (4) months. Asset Management will be limited to the following activities:

- GDO will maintain a centralized database to track the physical location of Network-Attached Devices listed in Section 16 of this SOW.
- Electronic collection of Meter reads of Network-Attached Devices for both black & white Impressions and color impressions. If a color capable device cannot differentiate color meters from black & white meters, total impression count will be provided.
- Tracking of the number of reactive consumable orders and the number of proactive device alerts.
- Network Address information limited to what the device is capable of providing (SNMP level1 and level 2 devices).
- GDO is to be notified of all printer additions, moves, changes and disposal for data base and meter read accuracy.

PROACTIVE DEVICE MANAGEMENT

Xerox Device management tools are installed on the Client's network to automatically monitor In-Scope Network-Attached SNMP compliant Devices. Device information is collected by the Device management tools and then uploaded and maintained in the Xerox hosted Asset Management database.

Xerox Device Management tools collect Device status information including: usage counter, consumable levels, fault history, and perform automated network Device discovery. Using these tools, proactive alerts enable GDO to provide proactive service delivery, correcting Device faults and out-of-service conditions, often before users are aware of them. In addition, the tools enable remote problem resolution, timely and accurate meter collection, Device utilization reporting, and improved asset utilization.

Using Device management technology, GDO will monitor consumables on Network-Attached, In-Scope Devices that are configured for consumable alerts, and proactively order consumables for delivery on a JIT basis.

Remote and proactive problem resolution increases the uptime and availability of Network-Attached In-Scope Devices to end-users. Device management tools also provide Device and usage data for Client reporting and analysis.

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

REACTIVE CONSUMABLES FULLFILLMENT

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GDO will support non-Network-Attached Devices reactively for consumables fulfillment only. GDO will provide a toll-free end-user/ACS number to order consumables. Consumables for local, unconnected devices (currently excluded from this SOW) can be ordered via the Help Desk and will be billed upon shipment.

8 SERVICE LEVEL AGREEMENT

The Service Level Objectives (SLOs) are focused on delivering a quality Service to meet the objectives of the SOW. The SLO is the standard against which GDO's performance will be measured, as detailed below and in **Exhibit B** The measurement of any SLO under this SOW shall exclude any Out-of-Scope products and services including, but not limited to, any Existing Devices and any Ad Hoc Requests.

The SLOs against which GDO will be measured are:

- Timely fulfillment of Consumables for Network-Attached Devices
- Timely dispatch of ACS Break Fix technicians for alerts that cannot be resolved remotely.

The Table in **Exhibit B** represents the Service Level Agreement (SLA) metrics associated with the Service Level Objectives. These metrics apply only to In-Scope products and Services.

Except as otherwise specified, all references to hours in **Exhibit B** shall be to local time in the time zone in which the Device is located; and all references to days, months and quarters in **Exhibit B** shall be to business days, calendar months and calendar quarters respectively. SLAs will be measured monthly and reported as part of monthly performance reports. A set of reports to verify GDO's performance and compliance with the Service Levels will be provided monthly.

Guidelines for the remedy for lack of performance for these service level objectives are provided in the Master Global Customer Collaboration Agreement (MGCCA) between Xerox and ACS, dated October 15, 2010.

DEVICES EXCLUDED FROM THE SERVICES AND SUPPLIES PROVIDED BY THIS SOW

Devices rendered defective or damaged as result of:

1. Accident, misuse, or abuse
2. Act of God
3. Operation outside the parameters stated in the product's Manufacturer Users Guide
4. Modification of product
5. End of device life cycle

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9 PRINT GOVERNANCE POLICY SERVICES

Enterprise Print Governance (EPG) is a value added service that increases a Customer's overall awareness and accountability of individual print behaviors by applying varied levels of print controls, determined by the Customer, over their print community. EPG creates a community of responsible print users within a Customer's environment by:

1. Providing awareness of print behavior within the office and the impact of those print behaviors within the customer's environment.
2. Providing governance over black and white and color printing based on cost or access boundaries
3. Providing intelligent print alternatives based on print policies and cost elements through print rules.
   EPG requires Xerox device management tools be installed within the customer network to monitor print behavior and enforce Client print policies. The Xerox Print Agent software integrates directly with the XDM to monitor and enforce policies within the Customer's print environment.

Scope of Enterprise Print Governance

- Capture user desktop print and server print activity
- Provide Clients reporting that enables 'after print' education to their print community
- Basic chargeback reporting (printer level/user level budget center chargeback)
- Define and apply print policies that are **shared** across the Client print community
- Print community education of Client's print policies and guidelines
- Control color printing
- Control the use of locally connected and network printers
- Support paper reduction initiatives
- Recommend intelligent print alternatives to user prior to incurring print expense
- Print policy activity and behavior trending reports across the enterprise

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Specific Print Policies and Rules to Be Implemented at the City of Riverside

Rules for intended prints to local devices

The user will receive a pop up message when user attempts to print:

1. To a simplex printer suggesting printing to a duplex network device.
2. To a color device suggesting to not print in color.

Rules for intended prints to Network-Attached printers

The user will receive a pop up message when user attempts to print:

1. Emails or web pages suggesting don't print emails or web pages
2. To a color device suggesting to not print in color.
3. 3 or more pages suggesting that they be printed duplex
4. Over 100 pages, suggesting routing job to production center
5. A job costing more than $xxxxx threshold, suggesting that the job re redirected to a lower cost device.
6. A job outside of normal business hours, restrict printing
7. A job from a secure area to another area - Restrict access to special use or secure devices – legal, HR,

Initial EPG setup

The following are the actions that will be required when XOS Print Governance Services are implemented:

- Define the EPG program goals
- Design the print policies rules and groupings
- Conduct testing and pilot phase
- Communicate the program to the end user community
- Program the print policies and rules into XDM
- Conduct Active Directory (user ID) integration
- Push the Xerox Print Agent (XPA) out to each user's Windows workstation
- Conduct final testing and validation
- Run and validate EPG reporting

Active Directory Integration and Defining Print Policy Groups

The client is responsible for allowing integration from the XOS System (Xerox Device Manager) to its Active Directory (AD) instance. XDM will pull all needed user ID's for Windows-based user ID's and the groups the user ID's are associated with into XDM and then be used in the application of the programmed print controls.

The client is responsible for creating groups to be associated with particular print policies (rules) within Active Directory. The client will build user groups (or use existing groups) in AD that GDO will associate with defined "user roles" for the print control rules. The client will place the correct user ID's in the desired group and will be responsible for maintaining these groups in Active Directory, putting the user ID's in the group associated with the rules the client wants that user to have.

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Implementation Services

The following activities outline what will be delivered as a service and who is responsible for each activity outlined below:

Joint Verification Activities (Due Diligence)

	Activity	EPS Accountabilities
X1	Review/Agreement on Enterprise Print Governance rules and policies to be implemented at/across Customer print environment.	GDO - ACS/City or Riverside

Technology Management Transition

ID	Activity	EPS Accountabilities
X1	GDO will provide the client with updated Xerox Print Agent client software as required. Updates are expected to occur during the term of this SOW.	GDO
X2	Customer will allow print governance software agents to connect to device management software to enable monitoring/enforcement of print rules/policies. The current solution will be to attach XPA to XDM but this requirement is not limited to these tools in the event that they are replaced by an alternative solution	ACS/ Riverside

Service Transformation

General Transformation Activities and Project Management

ID	Activity	EPS Accountabilities
X1	Provision of end-user communication specific to Enterprise Print Governance will be provided to Customer.	GDO - ACS/City of Riverside

Transformation Preparation

ID	Activity	EPS Accountabilities
X1	GDO will provide customer, as part of site design, a document detailing how services regarding how Enterprise Print Governance has been implemented (which rules/policies/etc.).	GDO

Active Directory Integration And User ID Management

ID	Activity	EPS Accountabilities
X1	Customer will provide access from XDM to its Active Directory (AD) system. XDM will integrate with Active Directory to pull user ID's and groups.	ACS/City or Riverside
X1	Customer will maintain all users in the AD system, placing users in the correct groups for the print rules desired for that group	ACS/City or Riverside

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Implementation Scheduling

ID	Activity	EPS Accountabilities
X1	Coordination of communication of new Enterprise Print Governance policies/rules to customer's print population to support implementation timeline.	ACS/City or Riverside

Implementation

ID	Activity	EPS Accountabilities
X1	GDO will implement the agreed print governance rules/policies within the Customer's environment on in-scope windows based workstations. This is completed via update of policies/rules within XOS Tools. (Note: for completion of install, EPG requires customer to install XPA on in-scope user assets (see X2 below).	GDO
X2	The Customer is responsible for ensuring all targeted Windows machines, user desktops and print servers as applicable, have received and are operating with the Xerox Print Agent software that enables Xerox Enterprise Print Governance.	ACS/City of Riverside
X3	Customer will communicate implementation of new print policies/rules to affected customer print users. Customer may use standard Xerox EPG communication templates to execute communications as described in transformation schedule.	ACS/City of Riverside
X4	The requirements above are not limited to these tools in the event that they are replaced by an alternative solution by Service Provider.	ACS/City of Riverside
X5	Taking the output from the joint design process, the GDO XOS consultant will build in to the Enterprise Print Governance tools the required chargeback codes supplied by the customer, a single code only (allows dept. rollups) per user	GDO
X6	Sample reports will be run by service provider and presented back to the customer for sign-off and ensure the setup of chargeback codes meets with customer approval.	GDO – ACS/City of Riverside

End User Training

ID	Activity	EPS Accountabilities
X1	GDO will provide the customer with a End User Guide for the software agent and EPG solution. The document is a quick reference for the various screens, pop-ups, etc. that will occur and the actions that can be taken by Client users when Xerox Print Agent is installed in the Customer's environment and is actively monitoring and/or enforcing Customer print policies.	GDO
X2	GDO will work with customer IT on the certification testing and deployment of workstation agent, XPEA to the end user community.	GDO
X3	GDO will provide Customer Help Desk with solution overview and triage training through the use of Quick Reference guides, triage instructions and one time virtual hands on training session.	GDO
X4	Education of the end user community is the responsibility of the customer.	ACS/City of Riverside

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Service Delivery

Technology Management – Device Management and Maintenance

ID	Activity	EPS Accountabilities
X1	Customer will allow print governance software agents to connect to device management software to enable monitoring/enforcement of print rules/policies.	ACS/City of Riverside
X2	Job activity that processes through customer devices with an unknown or invalid username will be incorporated in the chargeback workflow on a best effort basis by service provider.	GDO

Technology Management – Asset and Configuration Management

ID	Activity	EPS Accountabilities
X1	As new users are added to the Customer environment, it will remain the Customer's responsibility to add Xerox Tools Print Agent software to those Customer assets that are in-scope for the service (all targeted Windows machines, user desktops and print servers as applicable).	ACS/City of Riverside
X2	Xerox will provide the latest version of the Xerox Print Agent to the customer so that the customer IT can push it out to the in-scope user workstations. Not keeping the XPA current may impact the customer's ability to get maintenance support.	ACS/City of Riverside

Technology Management – Change Management

ID	Activity	EPS Accountabilities
X1	If the customer or service provider desires to change the existing print governance rules/policies in place, the requesting party will fill out change request form – Project Change Request (PCR) form (or amendment/regional change management process forms) and submit to other party for review.	GDO - ACS/City of Riverside
X2	PCR for EPG policy/rules changes must be agreed to by both Client and provider prior to implementation. Some changes may result in a charge to customer.	GDO - ACS/City of Riverside

Service Operations – Support, Service Request, Incident and Problem Management

ID	Activity	EPS Accountabilities
X1	Level 1 Support is defined as explaining to users how the system works, what their rules are and how to request change to their rules/print policy. The customer help desk is responsible for answering all level one support	ACS/City of Riverside

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	questions from the end user.	
X2	If Customer's help desk believe issue is with functionality or error in EPG then they are to contact Xerox support.	GDO - ACS/City of Riverside
X3	Xerox support (2-4 level) will log and resolve EPG issues escalated from Customer's helpdesk support.	GDO

Key Performance Indicators (KPI

ID	Activity	EPS Accountabilities
X1	Enterprise Print Governance Reports which include data on the current month will be available by the 5th working/business day of the following month. (Example: EPG data for month of July will be available on 5th business day of August)	GDO
X2	Enterprise Print Governance changes (in policies/rules) that have been mutually agreed to will be implemented the following month if provided 10 business/working days before end of month.	GDO
X3	If a request for Enterprise Print Governance policy/rule changes trigger a price review, a mutually agreed date to implement the mutually agreed changes, will be negotiated between Client and GDO.	GDO – ACS/City of Riverside

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10 INVESTMENT

Agreement Period	Item	Monthly Minimum Charge	Impressions Included In Minimum		Meter Charges (impressions over Minimum)	
			B/W Impressions Included	Color Impressions Included	B/W	Color
1/1/~~2010~~ 2011 to 12/31/2015 DAS	**MPS Services** (including Client owned printers)	**$12,283**	200,000	60,000	0.0100	0.0715
	Xerox Print Technology	**$10,373**				
	MFD	-	135,700	19,680	0.0079	0.0790
	ColorQube Meter 3	-	-	-	-	0.0845
	6280 Phaser	-	1,000	500	0.0252	0.1419
	4510DT	-	1,000	-	0.0129	-
	Total	**$22,656**	**337,700**	**80,180**		

Billing Method / Contract Type. Billing will be a fixed monthly fee for the services described in this SOW as noted above. Impressions which exceed the minimum will be reconciled and billed semi-annually in arrears at the rates noted above. For the local device consumables fulfillment, Consumables ordered will be billed separately as incurred and reconciled monthly.

Fees and Billing Frequency: Invoices will be prepared monthly at the rates noted above.

Semi-Annual Meter Billing. Each month Customer will receive an invoice for the Monthly Minimum Charge ("Minimum"). The number of "Impressions Included in Minimum" will count towards a Semi-annual Minimum Volume (Impressions Included in Minimum multiplied by six). For each 6 month period, as defined below, Customer will be invoiced for impressions produced in excess of the Semi-annual Minimum Volume at the charge per impression set forth herein. All services will be billed in accordance with the then current contract, including all executed Project Change Requests (PCRs). In no event will Customer be invoiced for less than the number of impressions included in the Semi-annual Minimum Volume. The Semi-annual period is defined as 6 consecutive months beginning with the semi-annual anniversary of this Statement of Work. Partial 6 month periods will be invoiced on a pro rata basis, using a 30 day billing month for calculation.

Unforeseen circumstances: This SOW is based upon shared information believed to be complete and accurate. Circumstances encountered during the performance of these services that prove this information to be incomplete or inaccurate in any material respect and warrant additional time or expense could cause GDO to be unable to deliver the services within the above price. GDO will notify Client of any such circumstances as they are discovered, and the parties agree to follow a mutually agreeable process to update the data base.

Project Change Request For Delays. The investment and project schedule provided in this SOW does not account for any delays incurred due to the following but not limited to the unavailability of Client, Client vendors or other non-GDO individuals whose participation in the project is critical, or delays by the Client in providing information needed or approving and signing off on documents. Delays that prevent GDO from continuing performance hereunder may result in the project being put on hold by GDO. A project that has been put on hold will need to be rescheduled based on the availability of GDO personnel and other resources. A project that has been put on hold may be subject to a rate increase if the hold(s) extend the project beyond the original scheduled completion date. Such rate increases, if any, will require the written authorization of Client in order to proceed, but GDO shall not be bound to perform any delayed services, as set forth in this SOW, under the same pricing or other conditions.

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Termination for Convenience: Xerox Global Document Outsourcing has incurred cost for up front infrastructure, technology and/or consulting services already performed by Xerox under this SOW. If Client terminates this Amendment, sixty (60) days' notice must be provided and termination will be processed as follows:

- The "MPS Services" portion of this Amendment will be terminated with no charge. All Print Management tools will be de-installed by the end of the sixty (60) day notice period and returned to GDO.
- The term for the Xerox Print Technology, as listed on the above table, will be sixty (60) months from the date of installation of the equipment (the "Print Technology Term"). In the event Client terminates this Services Agreement Amendment prior to the end of the Print Technology Term, Client shall pay Xerox, within thirty (30) days of termination, an early termination charge equal to the Monthly Minimum Charge for the Xerox Print Technology (as set forth on the table above) times the remaining months in such term. If the Client's Agreement with the City of Riverside is terminated by the City of Riverside prior to the completion of the term of this Services Agreement Amendment, the Xerox Print Technology portion of this Amendment will remain in effect for the remainder of the Print Technology Term and be subject to the terms and conditions of the Agreement between Midwestern Higher Education Commission and Xerox Corporation Effective July 1, 2008 ("MHEC Agreement") including but not limited to Article IV of the MHEC Agreement.

Termination for Cause:

- Client will have the option, but not the obligation, to terminate the Services portion of this Agreement for cause for any material breach of the Agreement by Xerox. Client shall provide Xerox with a written notice of such material breach, and Xerox shall have five (5) business days to submit to Client a corrective action plan. The corrective action plan will specify the applicable cure period which will not exceed thirty calendar (30) days unless otherwise agreed to in writing by the parties. If Xerox fails to correct the breach within the specified time period set forth in the corrective action plan, the Client may exercise its termination option by delivering to Xerox written notice of such termination identifying the scope of termination and the termination date. The notice of termination issued by the Client shall specify the applicable termination date and no termination charges shall apply.

11 CLIENT RESPONSIBILITIES

USSG and/or ACS/City of Riverside are responsible for the following:

- Assign a USSG - ACS/City of Riverside representative to act as a Single Point of Contact in managing the supplies management requirements as prescribed in this SOW.
- ACS/City of Riverside to provide server space for onsite portion of XDM software suite per exhibit A.
- Ensure that all in scope devices are accessible at all times
- Provide contact names and phone numbers necessary upon request
- Escalate issues following agreed procedure
- Notify GDO of additions and moves to printer inventory preferably prior to the installation or move.
- Provide secure storage for supplies at ACS/City of Riverside.

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12 PROJECT ASSUMPTIONS, AND RISKS

Project Assumptions

- It is understood by ACS/The City of Riverside and GDO that service level agreements, schedule and deliverables are based upon shared information believed to be complete and accurate. If such information should prove to be incomplete or inaccurate in any material respect, the parties will negotiate in good faith to make appropriate changes according to the process set forth in Section 15, Project Change Request.
- Client agrees to provide GDO reasonable access to Client's personnel and to grant or transfer to GDO sufficient rights to use and/or modify software or hardware owned, licensed, or otherwise controlled by Client to the extent necessary for the performance and/or delivery of the Services.
- GDO assumes that all information relating to inventories and volumes are accurate to the best of USSG and ACS/City of Riverside 's understanding at the time of this contract
- GDO will begin from date of acceptance, as evidenced by client's authorized signature on this document, to staff and begin the proposed project.
- Pricing is based on project assumptions; client responsibilities will be validated on an on-going basis.

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13 PROJECT SCHEDULE

Term of this contract is for sixty (60) months, beginning on the Commencement Date of Services.

GDO will provide services at the locations specified in this document Monday through Friday -8:00am to 5:00pm local time (excluding Client holidays).

Resource Summary

Resource Activities / Milestone	*Output*	*Resources*	*Estimated Duration*
Set up of Consumables ordering process	Documentation / Deliverables	Xerox Transition Manager and AOM	60 Days
Confirm starting "In-Scope" Network-Attached printers	Documentation / Deliverables	AOM and GDO inventory team	60 Days
Create report formats and process	Documentation / Deliverables	Fleet Analyst	60 Days
Remaining Activities TBD upon contract implementation			
		Total Estimated Project Duration	**90 days**

14 MONTHLY REPORTING

The following is a list of standard reporting that GDO will report on monthly for in scope assets:

- Asset Details
- Proactive Incidient Details
- Volume Report
- EPG Reports as described in Exhibit E

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15 PROJECT CHANGE REQUEST (PCR)

Definition. A Project Change Request (PCR) is a document formatted in a manner similar to this SOW and, if approved by GDO and Client, becomes the only recognized method by which any material provision of the project set forth in this SOW may be modified, changed, expanded, or extended. The PCR will identify and describe any change, the rationale for the change, and the effect any necessary changes may have on the project including but not limited to timeline, investment, technology, or quality. Process.

Commencement. During the performance of this SOW, if GDO or Client discovers information that would indicate the need for or benefit of any material change(s) to the scope of the project set forth in this SOW, GDO or Client will develop a draft PCR and submit the draft PCR to the other party. GDO will use commercially reasonable efforts to develop prices, schedule(s), methodologies, use of related technologies, and other terms consistent with the terms of this SOW, as available and/or applicable.

Review. Upon submission to the other party, both parties will review the draft PCR together and will either (i) approve, (ii) reject, or (iii) authorize further investigation to be made.

Further Investigation. As part of an agreed-upon investigation process, GDO may specify reasonable charges for such investigation, as required. If the investigation is then authorized, both party's designated contact persons will sign the draft PCR, which will constitute approval for the investigation charges to be billed to Client by GDO. The investigation will determine the impact the draft PCR will have on price, schedule, and any other terms and conditions that would need to be added or modified in this SOW by means of the PCR.

Acceptance and Implementation. The final PCR must be signed by both parties in order to authorize implementation of the agreed-upon changes by GDO.

16 IN SCOPE DEVICES

XOS Proactive monitoring will consist of five categories of devices:

1. New Xerox MFDs (21)
2. Third Party Printers (191) Network-Attached Printers to be managed proactively for consumables only

New Xerox Work Center MFDs and Printers (Table to be populated post installation)
(A complete listing of device model and serial numbers will be included)

New Xerox MFD's

Quantity	Model	Serial Number
1	3CQ9203	TBD
1	4510DT	TBD
1	6280N	TBD
10	W7545P	TBD
8	W7556P	TBD

Existing third party Network-Attached Devices proactive consumable fulfillment only

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Printer Model	Quantity
HP Color LaserJet 5550	20
HP Color LaserJet 4700	6
HP LaserJet 4100 Series	19
HP Color LaserJet 5500	7
HP LaserJet 4350	7
HP LaserJet 4250	9
HP LaserJet 4200	11
HP LaserJet 4240	3
HP LaserJet 9050	2
HP LaserJet P2015 Series	14
HP LaserJet 8000 Series	5
HP LaserJet P3005	1
HP LaserJet P4515	1
HP Color LaserJet 9500	4
HP LaserJet 2100 Series	7
HP LaserJet 4050 Series	5
HP LaserJet P4015	2
Brother HL-5370DW series	3
HP Color LaserJet 4650	4
HP Color LaserJet 4600	4
HP Color LaserJet 3700	2
HP Color LaserJet CP3505	1
HP LaserJet 5Si	3
HP LaserJet 8100 Series	1
HP Color LaserJet 3550	1
Lexmark C935	1
HP LaserJet 2430	2
HP Color LaserJet 3800	3
HP LaserJet 5000 Series	3
HP LaserJet P4014	2
Dell 3330dn Laser	2
Dell Color Laser 1320c	4
HP Color LaserJet 3600	3
HP LaserJet 2200	2
HP Color LaserJet 3500	2
Dell Color Laser 5110cn	4
HP Color LaserJet CP2025dn	1
Dell 2135cn	1
HP Color LaserJet 8550	1
Xerox Phaser 6280DT	1
HP LaserJet 5100 Series	1
Dell 2330dn Laser	1
HP LaserJet 4000 Series	3

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HP LaserJet 1160 series	1
HP LaserJet 5M	2
HP LaserJet 2300 series	1
HP Color LaserJet 2605dn	1
Xerox Phaser 6280DN	1
HP LaserJet 3390	1
HP Color LaserJet CP1518ni	1
Xerox Phaser 7750GX	1
Dell Laser Printer 3000cn	1
HP Color LaserJet 2605dtn	1
Samsung CLP-310	1
In Scope Totals	**191**

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17 TERMS AND CONDITIONS

The services described in this SOW shall be governed by the terms and conditions of the Xerox Managed Services Agreement 7083066-001

SOW Validity. The offer contained in this unsigned SOW is valid for a period of thirty (30) days from its submission to Client. If the SOW is not signed within such thirty (30) days, GDO reserves the right, at its sole option, to extend, update, or withdraw this SOW. GDO is not bound or required to proceed under this SOW until it is signed by authorized representatives of both the Client and GDO.

Project Start Date. The project set forth in this SOW shall be scheduled for start and/or completion dates once GDO has received a signed copy of this SOW and the original (if new) or copy (if already active) Agreement. Once the start and/or end dates are mutually agreed upon, resources will be allocated.

IN WITNESS WHEREOF, authorized representatives of the parties have affixed their signatures below as acceptance of this Statement of Work. By signing below, Client authorizes Xerox and GDO to commence performance of services as described in this SOW.

For Client: (ACS)		For Xerox USSG:	
Signature:	Daniel A. Serrano	Signature:	Steven W. Varney
Printed Name:	DANIEL A. SERRANO	Printed Name:	Steve Varney
Title:	VP/GENERAL MANAGER	Title:	Controller
Date:	12/21/2010	Date:	12/22/10

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EXHIBIT A: XEROX TOOLS

Recommended Server Configuration and Minimum Hardware and Software Requirements

1. Recommended Server Configuration

- Server #1
  - Xerox Device Manager -OR-
- Server #2
  - Microsoft SQL Database (If job data or other data intensive implementation is expected. Otherwise SQL 2005 Express can be installed on same server.)

2. Recommended Hardware Requirements[1]

	Xerox Device Manager (XDM) <400 Devices	Xerox Device Manager (XDM) >400 Devices
Processor	3 GHz	3 GHz
Available Disk Space	3 GB (20 GB if collecting job data or maintaining historical data for 1000s of devices)	3 GB (20 GB if collecting job data or maintaining historical data for 1000s of devices)
File System	NTFS	NTFS
Physical Memory (RAM)	1 GB	2 GB
Virtual Memory	2 GB	3 GB
Supported Operating System(s)	Windows Server 2003 x86 SP2 Windows Server 2003 x64 SP2	Windows Server 2003 x86 SP2 Windows Server 2003 x64 SP2
Web Server	Microsoft IIS 6.0	Microsoft IIS 6.0
COM+ Access	Required	Required
Network DTC Access	Enabled	Enabled
Microsoft .Net Framework	2.0.x	2.0.x

[1] For XDM some Virtual Server Platforms are supported.

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3. Minimum Software Requirements

	Xerox Device Manager (XDM) <400 Devices	Xerox Device Manager (XDM) >400[2] Devices
MDAC	2.8	2.8
XML	Microsoft Core XML Services	Microsoft Core XML Services
Database Server[3,4]	Microsoft SQL 2005 SP2 Microsoft SQL 2005 Express SP2	Microsoft SQL 2005 SP2 Microsoft SQL 2005 Express SP2
Administrative Permissions for Installation	Required	Required
DBO Rights to SQL Table(s)	Required	Required
Primary Network Protocol	TCP/IP	TCP/IP
Secondary Network Protocols	IPX Protocol Stack, SMTP, HTTP, HTTPS	IPX Protocol Stack, SMTP, HTTP, HTTPS
Customer Browser	Microsoft IE 6.0 and 7.0	Microsoft IE 6.0 and 7.0
Other Server Software	Not applicable	Not applicable
Other Customer Software	Not applicable	Not applicable

4 Xerox Print Agent (XPA) Requirements (within EPG implementation)

XPA Hardware Requirements

For Client Machines recommendations for minimum hardware:

- Minimum 500 MB RAM
- Intel® Pentium® 4 Processor
- 1 GB Minimum Free Disk Space (more required if installed on a busy print server)

For Print Server Machines recommendations for minimum hardware:

- Minimum 2 GB RAM
- Intel® Pentium® 4 Processor
- 10 GB Minimum Free Disk Space (more required if installed on a busy print server)

XPA Maximum Virtual Memory consumption:

When run on a server with MAX supported Queues and/or MAX supported jobs, XPA processes at any given time will not consume more than following maximum Virtual Memory:

- Agent Service: 25MB
- Print Client Messenger: 50MB
- Agent Application: 100MB

[2] Additional XDM servers may be required for implementation with large numbers of devices or advanced services such as job tracking.
[3] For XDM: A separate Microsoft SQL server is required if the number of groups configured for concurrent status polling is > 20, AND/OR the number of alert profiles is greater than 20, AND/OR job data consumption is greater than 100,000 per week.
[4] For All Applications: SQL 2005 x64 SP2 is supported when installed on a separate server

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EXHIBIT B: SERVICE LEVEL AGREEMENT

Key Performance Indicator	SLA Measurement Criteria	SLO	Service Level Agreement	SLA Attainment
Break Fix Dispatch	Normal Working Hours	Timely dispatch of alerts to on site ACS technicians that cannot be remotely resolved	4 Normal Working Hour	95 %
Consumables Fulfillment	Normal Business Days	Timely fulfillment of Consumables orders	4 Normal Business Days	95 %

ASSUMPTIONS

- Unless specifically stated, these metrics apply to In-Scope Network-Attached Devices only.
- The measurement of any SLA under this SOW shall exclude any Out-of-Scope products and services including, but not limited to, any Existing Equipment and Existing Devices and any Ad Hoc Requests.
- Break Fix dispatch times relate to Device related calls only.
- In the event that GDO, after documenting a reasonable effort to contact the End User/ACS or gain access to the failing Device is delayed beyond their ability to meet the Service Level Agreements (outside of GDO's control), the Service call will be exempted from the measurement criteria.
- Except as otherwise specified, all references to hours shall be to local time in the time zone in which the Device is located and refer to Normal Working Hours. All references to days, months and quarters shall be to business days, calendar months and calendar quarters respectively.

SLA MEASUREMENT

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

Example: 500 total events minus 10 missed events = 490 events divided by 500 total events = 98 % SLA attainment.

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EXHIBIT C: IN-SCOPE CUSTOMER SITES

The following locations have been confirmed as in-scope locations. A comprehensive list will be developed during the implementation phase.

Site	Street Address
City Hall	3900 Main Street, Riverside, CA 92522
Airport	6951 Flight Road, Riverside, CA 92504
Utilities Plaza	3460 Orange Street, Riverside, CA 92501
Customer Resource Center	3025 Madison Street, Riverside, CA 92504
W&P Engineering Services	3901 Orange Street, Riverside, CA 92501
Fire Department	3085 St. Lawrence Street, Riverside, CA 92504
Parks & Recreation	3936 Chestnut Street, Riverside, CA 92501
Museum	3580 Mission Inn Avenue, Riverside, CA 92501

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EXHIBIT D: MOVE, ADD, CHANGE, DELETE (MACD) FORM / DEVICE INFORMATION

MACD FORM

Xerox

General Information

Ticket Number: _____

Xerox Technician Name: [redacted]

Action Type: _____
(Options: Install, Add, Move, Change)

Contact Name: _____

Action Date: _____
(Scheduled date and time of MACD)

Contact Phone: _____

Department: _____

Cost Center: _____

AREA: _____

GROUP: _____

Site Information

Old Site:

_____ Site Name
_____ Street Address
_____ City
_____ State/Province and Zip Code
_____ Country
_____ Building
_____ Floor
_____ Last date at this site

New Site:

_____ Site Name
_____ Street Address
_____ City
_____ State/Province and Zip Code
_____ Country
_____ Building
_____ Floor
_____ First date at this site (if applicable)

Device Information

Manufacture / OEM: _____
(Example: HP, Lexmark or Xerox)

Type: _____
(Options: Networked, Direct to PC, or Standalone)

Device Model: _____
(Example: Color LaserJet 4500 DN)

Notes:

Device Serial Number: _____

IP Address: _____

Queue Name: _____

Current Impression Count: [redacted]

Asset Number: [redacted]

Xerox Asset Number [redacted]
(Optional)

Send completed forms to FAX number (###) ###-####, Attention: Xerox

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EXHIBIT E – EPG REPORTING METRICS

As part of the delivery of this statement of work the following reports are available to support Enterprise Print Governance. All reports are considered standard regardless of level of EPG. See notes below for more details.

Print Policy Summary Report	Displays print governance rule activity for the reporting period.
Print Job Tracking Scorecard Report	Leverages print job tracking data to show actual print activity for the reporting period in a concise, scorecard format. Color vs. B&W, Duplex, Document Type
Control, Controlling Print Costs	
Enhanced Device Job Accounting Summary Report	1) Leverages print job tracking data to show actual print activity for the reporting period, including associated chargeback information. Summarized by User, by Asset, by Chargeback, by Job Type, By Color vs. B&W 2) Leverages print job tracking data to show actual print activity for the reporting period in a concise, scorecard format. Color vs. B&W, Duplex, Document Type 3) Chargeback - Leverages print job tracking data to show actual print activity for the reporting period, including associated chargeback information. Summarized by User, by Asset, by Chargeback Code, by Job Type, By Color vs. Black and White (Monochrome)
Cost Avoidance and Paper Savings Report	This report correlates attempted printing behavior (print rules triggered) with actual printing behavior (print job tracking data) to show financial impact of print governance rules.

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Statement of Work Amendment

THIS AMENDMENT ("Amendment") amends the December 9, 2010 Statement of Work ("SOW") between ACS Enterprise Solutions, LLC ("ACS") and Xerox Corporation ("Xerox") for services to be provided for the City of Riverside, California.

WHEREAS, ACS and Xerox agree to modify the MSO as follows:

1. The first paragraph of Section 17 of the SOW (on page 31) is modified as follows:

   The services described in the SOW shall be governed by the terms and conditions of the Xerox Managed Services Agreement # 7102773, a/k/a the ACS-Xerox Master Global Customer Collaboration Agreement dated October 15, 2010.

2. Except as set forth above, the SOW shall be in full force and effect. In the event of a conflict between the terms of the SOW and this Amendment, this Amendment shall control.

XEROX CORPORATION		**ACS ENTERPRISE SOLUTIONS, LLC**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____