

28325
City of Long Beach

Transaction Document No. 10 to Master Purchase Agreement No. 28325

Xerox Corporation ("Xerox") and the City of Long Beach ("Customer") enter this Transaction Document pursuant to the terms and conditions of Master Purchase Agreement No. 28325, wherein Buyer will lease from Xerox and Xerox will lease to Buyer printers, supplies and maintenance in an amount not to exceed \$505,000 annually for the next five years, including tax, if any, for the period of March 1, 2010 through January 31, 2015. ^{February 28,}

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date last stated below.

Feb 24, 2010

February 24, 2010

XEROX CORPORATION

By

Officer's Title Region Vice President

By

Officer's Title Region Business Manager

"Xerox"

CITY OF LONG BEACH

By

Assistant City Manager
City Manager

"Buyer"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Transaction Document No. 10 is hereby approved as to form on

February 25, 2010.

ROBERT E. SHANNON, City Attorney

By

Gary J. Anderson
Deputy City Attorney

Renewal Amendment

Number 23

for DSA Number 7005383

APPROVED AS TO FORM

March 5, 2010
ROBERT E. SHANNON, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY



Customer Legal Name	City of Long Beach Police Department	
Customer Bill-To Name (if different)		
Street Address	333 West Ocean Blvd	
City, County, State, Zip Code	Long Beach, CA. 90802	<input type="checkbox"/> Attached P.O. #

SERVICES PROVIDED (as set forth in the attachment(s) checked below):

☒ Statement of Work ("SOW") Addendum 52516, 52520

☐ Supplemental Services Detail Addendum

☐ Performance Standards Exhibit

☐ Description of Services Addendum

EQUIPMENT / SOFTWARE INCLUDED:

Equipment Model / Software	Serial Number	Status Description	Installation Location	Consumable Supplies Included in Pricing	
				Yes	No
see attached				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

☐ Equipment Detail Addendum Attached

☒ Supplemental Equipment/Software Listing Addendum Attached

☒ Other Agreement Addenda Attached: 52092-3, 52083

PRICING INFORMATION:

Renewal Period (MM/DD/YY)	Monthly Minimum Charge	Impressions Included in Minimum				Charge per Impression Above Minimum				Renewal Term (MM/DD/YY):
		BW	Color	B/W-D252	Meter 4	B/W	Color	B/W-D252	Meter 4	
03/01/10 to 01/31/15	\$36,974	390,000	90,000	0	n/a	.0078	.0759	.0142	n/a	03/01/10 to 01/31/15
to										
to										
to										
to										
to										
to										

Additional Pricing Detail:

☐ 20lb. White Paper Included Within Pricing

☐ Supplemental Pricing Addendum Attached

☒ Monthly Buyout Funds Amount \$ 448.00

☒ 3rd Party Funds Payment Amount \$ 445.00

NONCOTERMINOUS AMENDMENTS ("NCAs"):

☐ Noncoterminous Amendment(s) Renewal Exclusions:

Renewal Amendment Presented to Customer by:

Name: Dayna Terry Phone: 909-816-6660

Xerox Acceptance by:

Name: STEVEN W VANNEY Phone: 562-390-2203

Title: CONTROLLER Date: 3-10-10

Xerox Signature

Customer Acceptance by:

Name: Patrick H. West Phone: (562) 570-6011

Title: City Manager Date: 3-5-10

Customer Signature

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

1. **RENEWAL AMENDMENT.** This Renewal Amendment ("Amendment") renews the Document Services Agreement, its amendments (including NCAs), addenda or attachments (collectively the "Agreement" or "DSA") and governs the acquisition of (i) "Services" (collectively managed services and consultative services), (ii) Xerox-brand equipment ("Equipment"), third party hardware ("Third Party Hardware"), Xerox-brand software ("Software") and/or third party software ("Third Party Software") (collectively "Products") and/or (iii) Maintenance Services by Customer (or "you") hereunder. The pricing, Equipment and/or Services and terms and conditions set forth herein supersede and replace the pricing, Equipment and/or Services and terms and conditions of the DSA being renewed. NCAs set forth on the face of this Amendment shall be excluded from renewal hereunder ("Renewal Exclusions") and they shall be subject to the terms and conditions set forth in such NCAs to the end of their term.

2. **SERVICES GUARANTEE.** If Services Xerox provides do not comply with service levels set forth in the SOW, you will notify Xerox in writing detailing your concerns. Within ten (10) days following Xerox's receipt of said notice, you and Xerox shall meet, clarify your concerns and develop a corrective action plan ("Plan") to remedy such alleged non-compliance. As your exclusive remedy for Xerox's non-compliance, Xerox, within sixty (60) days of finalizing the Plan or a time period as otherwise agreed in writing by the parties, will then either modify such Services so they are compliant with such SOW or redo the work at no charge to you. You grant or transfer to Xerox rights to use equipment and software owned, licensed or otherwise controlled by you ("Customer Assets") for Xerox's provision of Services. For California locations, you will legally dispose of all hazardous wastes generated from use of Third Party Hardware or supplies.

3. **PERSONNEL.** Xerox agrees to comply with your internal policies you provide to Xerox in writing for security and safety that are reasonable and customary under the circumstances that do not conflict with this DSA. You will provide Xerox with reasonable prior notice of such policies and any changes thereto. Neither party shall, directly or indirectly, actively solicit the employment of the other party's staff providing Services hereunder, which includes Xerox's agents, and their supervisors during the term of this DSA and for a period of one (1) year thereafter. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment shall not be considered active solicitation. The sole remedy of a party for breach of this restriction is to receive payment, as liquidated damages and not as a penalty, from the defaulting party equal to the individual's then current annual salary (or the fees paid to an agent in the past twelve (12) months), within thirty (30) days of the start date of the employee or agent. Xerox is an independent contractor hereunder.

4. **PRICING, PAYMENT, CREDIT REPORTS AND TAXES.**

a. Invoices are payable upon receipt and you shall pay Xerox all sums due hereunder no later thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments will not reduce your obligations. If Services begin partially and/or early, Xerox will bill you on a pro rata basis, based on a 30-day billing month, and the terms and conditions of this DSA will apply. The Monthly Minimum Charge ("MMC") (including, but not limited to, monthly equipment component amounts from previous contracts, amounts financed or refinanced, analyst services, Funds and/or customer training), along with any additional Print or Impression Charges, covers your monthly cost for Services, Products and Maintenance Services. Other items are billed separately. You authorize Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies. Services requested and performed outside your standard working hours will be at Xerox's then-current overtime rate. Xerox is responsible for all standard delivery and removal charges for Equipment and Third Party Hardware and you are responsible for any non-standard delivery and removal charges.

b. You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax-exempt status. "Taxes" means any tax, assessment, or charge imposed or collected by any governmental entity or any political subdivision, however designated or levied, imposed on this DSA or any amendment hereunder or the amounts payable to Xerox by you for the billing hereunder of any kind. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any personal property taxes for Equipment leased hereunder and taxes on Xerox's net income. If a taxing authority determines Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

5. **CONSUMABLE SUPPLIES INCLUDED.** For Equipment, Xerox (or a designated servicer) will provide black toner (excluding highlight color toner), black developer, Cartridges and, if applicable, fuser agent ("Consumable Supplies"), required to make impressions. For full-color Equipment, Consumable Supplies also includes color toner and developer. For Equipment identified as "Phase", 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. Consumable Supplies are Xerox's property until used by you and you will (i) use them only with the Equipment hereunder, (ii) return all Cartridges to Xerox as provided herein, and (iii) return any other Consumable Supplies to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, at the end of the term of the applicable Equipment or destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for them by more than ten percent (10%), Xerox shall have the right to charge you for any such excess usage. If Xerox provides paper hereunder, upon thirty (30) days notice, Xerox may adjust the paper pricing or either party may terminate the provision of paper.

6. **LATE CHARGES AND DEFAULT.** For any payment not received by Xerox within ten (10) days of its due date, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs. You will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due or if you breach any other obligation under this or any other agreement with Xerox. If you default, Xerox, in addition to its other remedies (including the cessation of Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law) and (b) any applicable MECs and ETCs. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. If you default hereunder, you shall pay all costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and disbursements.

7. **CONFIDENTIAL INFORMATION.** Each party will disclose to the other certain business information identified as confidential ("Confidential Information"). Customer Content consists of documents, materials and data provided in hard copy or electronic format by you to Xerox containing information about you and/or your clients and is considered your Confidential Information. This DSA, as well as Developments and Pre-Existing Work (collectively "Xerox Work") and Xerox Tools as defined herein, shall be considered Xerox's Confidential Information. "Developments" are items created by Xerox employees, agents and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship, and "Pre-Existing Work" are items used or incorporated into a Deliverable (a "Deliverable" means any product, output of Services, Assessments, Documents, or other work created or provided by Xerox independent of performing the Services. "Output of Services" constitute electronic images created by scanning tangible documents

containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for You per the applicable SOW, but shall not include software. "Assessments" are assessment and recommendation reports created as a result of assessment services. "Documentation" shall mean all manuals, brochures, specifications, information and software descriptions in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Services. Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth above shall terminate one (1) year after expiration or termination of this DSA; provided however, for Xerox Work and Xerox Tools, confidentiality obligations with respect thereto shall not terminate unless (i), (ii) or (iii) in the preceding sentence of this Section becomes applicable thereto. The parties do not intend for You to disclose confidential technical information hereunder, which includes, but is not limited to, computer programs, source code, and algorithms, and You will only disclose the same under the auspices of a separate agreement. Upon expiration or termination of this DSA, each party shall return to the other or, if so requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this DSA.

8. **INTELLECTUAL PROPERTY.** You represent and warrant you own the Customer Content and Customer Assets or otherwise have the right to authorize Xerox to perform Services hereunder and the Customer Content does not, and shall not, contain content that (i) is libelous, defamatory or obscene and/or (ii) infringe on or violate any applicable laws, regulations or rights of a third party of any kind. Xerox, its employees, agents and/or licensors shall at all times retain all rights to Xerox Work and Xerox Tools (with "Xerox Tools" being proprietary tools used by Xerox to provide the Services, and any modifications, enhancements, improvements and derivative works thereof), and except as expressly set forth herein, no rights to Xerox Work and Xerox Tools are granted to you. You shall have no rights to use, access or operate the Xerox Tools, which will be installed and operated only by Xerox. You will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. All Xerox Tools may be removed at Xerox's sole discretion. You acknowledge that Xerox does not license the Xerox Tools separate and apart from the provision of Services associated with their use. You agree not to decompile or reverse engineer any Xerox Work or Xerox Tools. Xerox grants you a non-exclusive, perpetual fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for your customary business purposes, and not for resale, license and/or distribution outside of your organization. You may not sublicense any rights granted to you hereunder, but may authorize a third party ("Designee") to use such rights, solely for your benefit and internal business purposes. Any Designee operating or maintaining the delivered solution shall be subject to written confidentiality obligations with respect to Confidential Information that shall be no less restrictive than those set forth in this DSA. Output of Services is your sole and exclusive property and Xerox shall gain no rights therein, except as may be required for Xerox to perform Services hereunder. Xerox hereby assigns, grants, conveys, and transfers to you all rights in and to the Output of Services hereunder. You may duplicate and distribute Assessments only for your internal business purposes. Recommendations, assessments and processes described in Assessments may only be implemented for you by Xerox and only for your internal business purposes. Except as set forth expressly in this Section, no other rights or licenses are granted to you and they shall immediately terminate if you default hereunder with respect to any of obligations related to such rights or licenses, fail to pay amounts due, or otherwise default under this DSA.

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

a. **SERVICES WARRANTY.** Xerox represents and warrants to Customer that the Services will be performed in a skillful and workmanlike manner; provided however, in no event will Xerox be responsible for any failure to perform Services if the failure is caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to provide Xerox access to Customer's personnel and systems or to transfer to Xerox sufficient rights to use, access and/or modify Customer Assets constituting hardware and software, including software owned or licensed by Customer, and/or Customer Content as necessary for the provision of Services.

b. **WARRANTY DISCLAIMER AND WAIVER FOR SERVICES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THEREFOR AND XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

c. **THIRD PARTY PRODUCT WARRANTY.** FOR THIRD PARTY PRODUCTS SELECTED SOLELY BY XEROX FOR AN ORDER, XEROX WARRANTS THEY WILL OPERATE SUBSTANTIALLY IN CONFORMANCE WITH APPLICABLE SERVICE LEVELS IN THE SOW. IF, WITHIN A REASONABLE TIME AFTER PROVISION OF SUCH THIRD PARTY PRODUCTS, SUCH SERVICE LEVELS CANNOT BE BROUGHT INTO SUBSTANTIAL CONFORMANCE WITH THOSE IN THE SOW AND SUCH NON-CONFORMANCE IS A RESULT OF XEROX'S USE OF SUCH THIRD PARTY PRODUCTS, CUSTOMER'S EXCLUSIVE REMEDY FOR THE FOREGOING WARRANTY IS TO RECEIVE A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING THIRD PARTY PRODUCTS UPON THE RETURN THEREOF TO XEROX. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AS WELL AS FOR MAINTENANCE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS ANY OTHER WARRANTY PERTAINING OR RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY THEREOF WITH CUSTOMER'S SYSTEMS. XEROX WILL PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED TO IT BY THE MANUFACTURER OR LICENSOR OF THIRD PARTY PRODUCTS TO THE EXTENT PERMISSIBLE. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, FOR THIRD PARTY PRODUCTS NOT SELECTED SOLELY BY XEROX.

d. **THE WARRANTIES AND GUARANTEES SET FORTH IN THIS SECTION OF THE DSA ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSE IN THE SYSTEMS ENVIRONMENT FOR WHICH THEY WERE ORIGINALLY DESIGNED AND SHALL NOT APPLY TO SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, ALTERATION OR MODIFICATION BY**

CUSTOMER OR ANY THIRD PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY XEROX).

10. LIMITATION OF LIABILITY. Xerox shall not be liable to you for any direct damages in excess of the amounts paid by you to Xerox during the twelve (12) months prior to the claim or \$50,000, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this DSA, whether the claim alleges tortious conduct (including negligence) or any other legal theory. This limitation of liability shall not be applicable to any specific indemnification obligations set forth in this DSA or to your breach of confidentiality obligations regarding Xerox Tools.

11. EARLY TERMINATION. Xerox is providing Equipment for the entire term of the DSA or a NCA. If, prior to the end of the term of the DSA or NCA, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates the DSA or NCA due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in the DSA or NCA. You shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

12. EARLY TERMINATION - SERVICES AND PERSONNEL. Except as otherwise set forth in a SOW, upon ninety (90) days prior written notice, you may terminate or reduce any Services or personnel without incurring Early Termination Charges ("ETCs"). Notwithstanding the foregoing, if any Services or personnel are terminated (i) by Xerox due to your default or (ii) by you and you acquire Services from another supplier within six (6) months of the termination of such Services or personnel, you shall pay all amounts due as of the termination date, together with ETCs, for loss of bargain and not as a penalty, equal to the then current MMC for said terminated or reduced Services or personnel multiplied by the number of months remaining in their term, not to exceed six (6) months.

13. INDEMNIFICATION.

a. Each party, at its expense, if promptly notified by the other and given the right to control the defense, will defend the other from, and pay any settlement agreed to by the indemnifying party or any ultimate judgment for, all claims by third parties for personal injury (including death) or tangible property damage to the extent proximately caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents in connection with this DSA. The indemnifying party is not responsible for any litigation expenses or settlements of the other party unless the indemnifying party pre-approves them in writing.

b. Xerox, at its expense, if promptly notified by you and given the right to control the defense, will defend you from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in (i)-(vi) below or subject to c. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. Excluded herein are claims arising from or relating to: (i) Services performed using Customer Assets and/or Customer Content for which you failed to provide to Xerox sufficient rights; (ii) Services performed, or Deliverables provided, to your specification or design, (iii) Infringement resulting from or caused by your misuse or unauthorized modification of systems or product; (iv) use of Services or Deliverables in combination with other products, services or data streams not provided by Xerox if such combination forms the basis of such claim; (v) your failure to use corrections or enhancements to the Services or Deliverables provided by Xerox, and (vi) your provision to Xerox of material for duplication in violation of the copyright of a third party and it is agreed and understood by the parties that, under this DSA, Xerox is not undertaking, and will not undertake, any obligation or duty of any kind or type to determine or ascertain whether material provided to it for duplication may be duplicated without violating a third party's copyright therein. If the use of the Services or Deliverables (excluding Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and sole expense, exercise any or all of following remedies: obtain for you the right to continue to use such Services or Deliverables; modify such Services or Deliverables so they are non-infringing; replace such Services or Deliverables with non-infringing ones or terminate such infringing Services, accept the return of such infringing Deliverables and refund to You any amount paid for the infringing item, less net benefits realized.

c. You, at your expense, if promptly notified by Xerox and given the right to control the defense, will defend Xerox from, and pay any settlement agreed to by you or any ultimate judgment for, all third party claims subject to b.(i)-(vi) above or for infringement of any intellectual property rights arising out of or related to performance of Services using Customer Assets, Customer Content or other materials pursuant to your request or direction or for your breach of the first sentence of Section 8 above. You are not responsible for Xerox litigation expenses or settlements unless you pre-approve them in writing.

14. ASSIGNMENT. You may not assign any of your rights or obligations. Xerox may assign the DSA, in whole or in part, without prior notice to you and may release information Xerox has about you to an assignee. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox pursuant to the DSA. You shall continue to look to Xerox for performance of Xerox's obligations hereunder and you hereby waive and release any assignees of Xerox from any such claim. You shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox.

15. FORCE MAJEURE. Except for payment obligations hereunder, neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control and the affected party shall undertake reasonable action to notify the other party.

16. MAINTENANCE SERVICES. Unless otherwise stated, Xerox (or a designated servicer) will provide the following Maintenance Services (a/k/a "Break / Fix") for Equipment.

a. **REPAIRS & PARTS.** Xerox will make repairs necessary to keep Equipment in good working order (including such repairs or adjustments required during Initial Installation). Parts required for repair may be new, reprocessed, or recovered.

b. **HOURS & EXCLUSIONS.** Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).

c. **INSTALLATION SITE & METER READINGS.** The Equipment installation site must at all times conform to Xerox's published requirements. Unless meter read Services are provided by Xerox hereunder, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.

d. **EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described above, Xerox will, at your exclusive remedy for Xerox's failure to provide Maintenance Services,

replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. Notwithstanding anything to the contrary herein, Xerox shall have no obligation to replace Equipment beyond its end of service ("EOS") date. An EOS Date Equipment List is available upon request.

e. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designed by Xerox as customer-replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.

f. **PC/WORKSTATION REQUIREMENTS.** For Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.

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

18. TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS. Title to Equipment and Third Party Hardware remains with Xerox until you purchase same. Risk of loss for Equipment and Third Party Hardware shall pass to you upon delivery. You hereby authorize Xerox or its agents to file financing statements necessary to protect Xerox's rights in Equipment or Third Party Hardware.

19. SOFTWARE TERMS:

a. **SOFTWARE LICENSE.** The following terms apply to copyrighted Software and the accompanying documentation, including, but not limited to, operating system Software, provided with or within the Equipment acquired hereunder ("Base Software") as well as Software specifically set out as "Application Software". This license does not apply to any Diagnostic Software, any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement including, but not limited to, any operating system software for Third Party Hardware. For Software: (i) Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of Equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of the DSA's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you have defaulted hereunder; or, (c) such license is terminated or expires; (ii) Xerox may terminate your Base Software license (1) immediately if you no longer use or possess the Equipment, or (2) upon termination of any amendment, order or separate agreement under which you acquired the Equipment; (iii) If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights; and, (iv) Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for ninety (90) days from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or its operation will be uninterrupted.

b. **SOFTWARE SUPPORT.** During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to the DSA, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees). For support: (i) Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions; (ii) Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases; (iii) Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems in the manner specified by Xerox; (iv) Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if you have modified said Software; and, (v) for Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. State and Local Government adjustments shall occur at the commencement of their annual contract cycles.

c. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to Diagnostic Software shall at all times remain

solely with Xerox and/or Xerox's licensors. You agree that (1) your acquisition of the Equipment does not grant you a license or right to use Diagnostic Software in any manner, and (2) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of the DSA or a unit of Equipment hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of Diagnostic Software.

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

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

21. FUNDS. If Xerox provides funds to retire the debt on your existing equipment lease obligations ("Buyout Funds"), Xerox shall retain or receive unencumbered title to such equipment. Xerox may also provide funds to acquire Third Party Equipment and/or to license Third Party Software hereunder ("3rd Party Funds"). Collectively, Buyout Funds and 3rd Party Funds are "Funds". The Funds amount will be included in the MMC unless the DSA or NCA does not include a MMC, in which case it will be shown as a separate line item on your invoice. Should the DSA or NCA expire or be terminated prior to expiration for any reason or a unit of Third Party Hardware/Software for which Funds have been provided is removed or replaced prior to expiration, you agree to pay to Xerox, in addition to any other amounts owed under the DSA or NCA, an amount equal to the remaining principal balance of the Funds. You agree to maintain the manufacturer's maintenance agreement for any Third Party Hardware and applicable Third Party Software licenses. Any express warranties for such Third Party Hardware or Third Party Software shall be available to you.

22. MISCELLANEOUS. This DSA, its attachments, exhibits and amendments, constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). You agree to the jurisdiction and venue of the federal and state courts in Monroe County, New York. In any action to enforce this DSA or any Order hereunder, the parties agree to waive their right to a jury trial. If a court finds any term of this DSA to be unenforceable, the remaining terms of this DSA shall remain in effect. Both parties may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement and each Amendment hereunder, but only the Agreement or Amendment held by Xerox shall be considered an original. Unless either party provides notice at least thirty (30) days before the end of the term of this DSA or any NCA of its intention not to renew same, it will continue on a month-to-month basis at the same price and on the same terms and conditions. During said continuation, either party may terminate the DSA or such NCA on at least thirty (30) days notice. Except for documentation for Equipment replaced by Xerox for reasons other than trade-in, all changes to this DSA or any amendment must be made in a writing signed by both parties. Terms and conditions in a Customer-generated order document, including, but not limited to purchase orders shall be of no force or effect. Order documents may be submitted via hard copy or electronic means and those submitted electronically by you shall be considered for all purposes to (i) be a "writing" or "in writing"; (ii) be "signed"; (iii) constitute an "original" when printed from electronic records established and maintained in the ordinary course of business; and, (iv) be valid and enforceable. The following four sentences control over every other part of this DSA and its attachments, exhibits and amendments. We both intend to comply with applicable laws. In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of this DSA or any amendment that would, but for this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this DSA or any amendment to the maximum amount allowed under the legal limit. If in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed hereunder or refunded to you.

**DOCUMENT SERVICES AGREEMENT
GENERAL ADDENDUM**

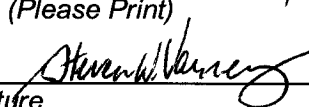
XEROX

THIS ADDENDUM ("Addendum") amends the provisions of Agreement Number **7005383** (the "Agreement") between **City of Long Beach Police Department** ("you" or "Customer") and Xerox.

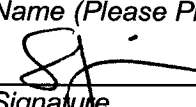
Semi-Annual Excess Meter Reconciliation. Each month the Department will receive an invoice equal to the "Monthly Minimum Charge." The number of Impressions Included in Monthly Minimum Charge will count towards the Semi-annual Minimum Volume Commitment. For each 6-month period the Department will be invoiced for impressions produced in excess of the Semi-annual Minimum Volume Guarantee at the stated "Charge *per Impression*" rate. In no event will the Department be invoiced for less than the number of impressions included in the Semi-annual Minimum Volume Commitment. The Semi-annual period is defined as six (6) consecutive months beginning in January and July. Partial six (6) month periods will be invoiced on a pro rata basis, using a 30-day billing month for calculation. Excess meter usage for Equipment included in any Non-coterminous Amendment will be separately billed and reconciled with the Equipment included in that particular Non-coterminous Amendment.

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

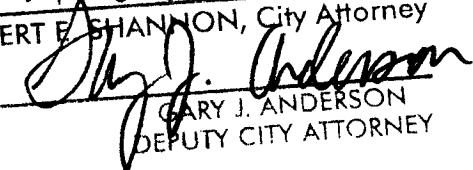
XEROX CORPORATION

STEVEN W. VARNEY
Name (Please Print)

Signature
Controller
Title
3-10-10
Date

CUSTOMER

Patrick H. West
Name (Please Print)

Signature
Assistant City Manager
City Manager
Title
3-5-10
Date

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
March 3, 20 10
ROBERT E. SHANNON, City Attorney
By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

DOCUMENT SERVICES AGREEMENT SUPPLEMENTAL EQUIPMENT/SOFTWARE LISTING ADDENDUM

XEROX®

1. The following Equipment is in addition to that set forth in the document checked below

- ☐ Agreement Number and its addenda
☒ Amendment Number 23 to Agreement Number 7005383

Equipment Model/Software	Serial Number	Status Description	Location	Consumable Supplies Included in Pricing?	
				Yes	No
D252	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
D252EFI	TBD	Xerox Owned - Non OPB	Long Beach, CA.		X
W5687PT	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W5655PT	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7346P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7346P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W5655PT	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W5655PT	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7346P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W5655PT	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W5655PT	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7665P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W5655PT	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W5655PT	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7346P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W5687PT	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
WC4260X	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7346P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W5655PT	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7665P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7665P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7346P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7346P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7665P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	
W7655P	TBD	Xerox Owned - Non OPB	Long Beach, CA.	X	

XEROX®

Page 2 of 2

Statement of Work Addendum

Agreement # 7005383

Services Defined As Of:

January 13, 2010

Service(s) Provided: Document Production and Publishing

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Operations Administration Xerox Account Associates perform operational and job administration processes as outlined below:		PPS-100
Customer Interface/Job Receipt The Xerox Account Associate serves as the point of contact to receive and enter customer jobs, review job requirements, and provide customer consultation as required.	Site production facilities will be open on the following days of the week: Monday - Friday For 4 hours per day, With standard hours of 8:00 am to 12:00 pm. And will operate 0.5 standard shifts per day	PPS-101
Job estimating, scheduling, and tracking The Xerox Account Associate schedules and manages the document manufacturing process, which includes: <ul style="list-style-type: none"> • Job entry • Requirements confirmation • Capacity planning • Document manufacturing workflow planning • Quality control • Packaging specifications • Delivery execution. Client job tickets are tracked from receipt to delivery. Job turnaround times are measured either from the receipt of production-ready customer files and complete job specifications or from time of customer proof approval if proofing is required, to the completion of the job specification.	Standard production jobs will normally be completed within 24 business hours from receipt of print ready files and complete job specifications. However, turnaround time for a given job may be negotiated, subject to job complexity, production backlog, priority job backlog, and resource availability. Rush production jobs will normally be completed in 4 business hours from receipt of print-ready files and complete job specifications, assuming resource availability and capacity to produce the requested volume. Rush Production Jobs are not to exceed 25 % of total requests. Description of unusual peak processing periods: Seminars Turnaround time is subject to the measurement described in the Standards of Performance herein, maximums described herein, equipment availability & uptime.	PPS-102

Requests for services above these contracted service levels will be subject to equipment/resource availability.
This document is proprietary and, as such, is to be treated as Xerox Confidential Information, not to be shared with 3rd parties.

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

Statement of Work Addendum
Agreement # 7005383

Services Defined As Of:
January 13, 2010

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code¹
Incidental Vending and Procurement Xerox Account Associate(s) will engage, manage, and procure from appropriate third party suppliers to support jobs requiring special materials and / or external services.	Turnaround times for jobs requiring procurement of materials or services are negotiated individually. Turnaround time is subject to the measurement described in the Standards of Performance herein.	PPS-103
Quality Assurance Document quality is checked before, during, and after each production run of a job. If required, unique customer quality specifications are agreed upon, documented and checked against.	Overall Job Accuracy service levels are set forth in the Standards of Performance herein.	PPS-105

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Statement of Work Addendum

Agreement # 7005383

Services Defined As Of:
January 13, 2010

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Document Production & Publishing Operations Document Production and Publishing operational processes are outlined below:		PPS-200
Proofing Xerox Account Associates produce job samples (proofs) for customer review and approval when requested before beginning a client's job.	Turnaround times for proofs from production-ready customer files are negotiated for each job based on resource availability and job priority. Turnaround time is subject to the measurement described in the Standards of Performance herein.	PPS-206
Production Black & White Printing & Copying Xerox Account Associates configure and manage production printers and copiers using appropriate resources for each job. Associates configure job-processing settings, manage job queues, process files, and print jobs per the end user's specifications.	Maximum Job requests: Monthly _400 Per Shift _20 Maximum Impression Volume: Monthly _900,000 Per Shift _20,000 Average Job requests: Monthly _350 Per Shift _15 Average Impression Volume: Monthly _750,000 Per Shift _20,000 One impression is defined as a one-sided letter or legal size (8.5 x 11" or 8.5x14") print.	PPS-300

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Statement of Work Addendum

Agreement # 7005383

Services Defined As Of:
January 13, 2010

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Production Color Printing & Copying Xerox Account Associates configure and manage production printers and copiers using the appropriate resources for each job. Color printing systems are calibrated on a periodic basis. Associates configure color job-processing settings, manage job queues, process files, and print jobs per the end user's specifications.	Maximum Job requests: Monthly_180 Per Shift_10 Maximum Impression Volume: Monthly__80,000 Per Shift _5,000 Average Job requests: Monthly_100 Per Shift_5 Average Impression Volume: Monthly_65,000 Per Shift _3,500 Note: Pantone color matches are not guaranteed as many Pantone colors are outside of the process-color printing spectrum. One impression is defined as a one-sided letter or legal size (8.5 x 11" or 8.5x14") print.	PPS-301
Output Delivery Deliver output to client.	Output will be delivered via (<i>check all that apply</i>) X Pickup X On-site delivery	PPS-401

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Statement of Work Addendum

Agreement # 7005383

**Services Defined As Of:
January 13, 2010**

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code¹
Finishing Printed documents are finished to the desired configuration. The Xerox Account Associate provides finishing services as outlined below:		F-100
Stapling	Max sets per shift: __2,000 Average sets per shift: __1,800 with maximum page counts of __70 pages per set	F-103
Tape Bind	Max binds per shift: __1,600 Average binds per shift: __1,200	F-107
Manual Finishing (Binder stuffing, tab insertion, collating, folding, etc)	Manual Finishing details and volumes described here: Binding Stuffing Tab insertion Collating	F-112

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Statement of Work Addendum
Agreement # 7005383

Services Defined As Of:
January 13, 2010

Management Services

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

Account Configuration

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

Human Resources

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

Materials Management

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

Account Marketing

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

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

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

Technology Management

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

Operations Management

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

Requests for services above these contracted service levels will be subject to equipment/resource availability.
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Statement of Work Addendum
Agreement # 7005383

Services Defined As Of:
January 13, 2010

Standards of Performance

Definitions:

1. **Completed Job:** The job is considered completed based on the delivery process negotiated between Xerox and the customer. For example, the job may be considered completed when the Document Production Center calls the end user and notifies them, or when the job physically arrives at the end user's desk.

Assumptions:

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

Reporting:

Xerox will provide a monthly report for job turnaround time and job accuracy.

Performance Criteria	Measurement	Description	Calculation
Job Turnaround Time	95% On Time	Upon receipt of job ticket, the Document Center will produce the job within the agreed upon turnaround time.	The measurement for Turnaround Time is calculated by dividing the number of jobs completed on time by the total number of jobs during each month.
Job Accuracy	95% Job Acceptance	The Document Production Center will produce the job based on the end user's specifications.	The measurement for Job Accuracy is calculated by dividing the total jobs accepted by the end user by the total jobs processed during each month.

END OF STATEMENT OF WORK FOR DOCUMENT PRODUCTION AND PUBLISHING

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

Agreement # 7005383

Services Defined As Of:

January 19, 2010

Service(s) Provided: DocuCare Break/Fix Service

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
<p>DocuCare Preventative Maintenance</p> <p>DocuCare complements the standard equipment break/fix service by providing preventative maintenance services to improve equipment uptime and maintain equipment performance.</p> <p>DocuCare is available only for selected Xerox product families. The list of equipment covered by DocuCare is maintained separately from this document to accommodate potentially frequent changes to the covered equipment population.</p> <p>DocuCare certified Account Associates will:</p> <ol style="list-style-type: none"> 1. Develop and implement a preventative maintenance schedule for identified high-use equipment covered by this agreement. 2. Help identify potential equipment service problems before they arise. 3. Perform preventative maintenance tasks. 4. Maintain an appropriate on-site inventory of parts and consumable supplies. 5. When required, serve as an interface to off-site technicians or remote diagnostics. 6. When required, perform color balancing and color printer calibration. 	<p>DocuCare services will be available to the client on the following days of the week: <u>Monday through Friday</u>, from <u>12:00 pm to 5:00 pm</u></p> <p>DocuCare Services are provided for up to <u>100</u> customer contracted machines.</p> <p>DocuCare Services are provided for the following product families: D252, D252EFI, W5687PT, W5655PT, W7346P, W7665P, WC4260X, W7655P, W5655PT</p> <p>Maximum distance between machines serviced under DocuCare under this agreement is 25 miles.</p> <p>Machines serviced under DocuCare are in the following locations: 1835 Santa Fe Ave - Long Beach 7390 Carson Blvd - Long Beach 4800 Los Coyotes Diagonal - Long Beach 400 W Broadway Ave - Long Beach 3891 Atlantic Blvd - Long Beach 333 W. Broadway - Long Beach 3205 Lakewood Blvd - Long Beach 1957 Pacific Ave - Long Beach 1400 Canal Ave - Long Beach 2909 Redondo Ave - Long Beach 11 Golden Shore, Suite 110 - Long Beach 205 Marina Dr. - Long Beach 190 Pico Ave - Long Beach</p>	<p>BF-220</p>

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

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Statement of Work Addendum
Agreement # 7005383

Services Defined As Of:
January 13, 2010

Management Services

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Human Resources

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

Materials Management

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

Account Marketing

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

Equipment Service

Xerox manages and performs equipment service as contracted.

Technology Support

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

Technology Management

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

Operations Management

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

Requests for services above these contracted service levels will be subject to equipment/resource availability.
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Statement of Work Addendum
Agreement # 7005383

Services Defined As Of:
January 13, 2010

Standards of Performance

Definitions:

1. DocuCare Associate Response: Based on the DocuCare Associate calling the end user back after receiving the call or notification from the end user of an equipment issue.
2. Service Response Time: The time the Service Technician takes to respond on site (or by phone if on site not required) to the DocuCare Associate or Client initiated service request.
3. Downtime: Downtime shall mean the number of Contracted Period of Coverage hours in any calendar month during which an item of Equipment, maintained hereunder, is completely inoperative (cannot make prints/copies) during the month and such inoperability is not due to misuse, fire, or using the Equipment in a manner other than was intended.
4. Downtime Calculation: Downtime is calculated from the point in time when Xerox receives the service request for Equipment that cannot make prints/copies until such time as the Equipment is operating per Xerox specifications. Downtime includes machine-repair time and response time when the Equipment is completely inoperative. Downtime excludes preventive maintenance, Equipment move time, time consumed in producing usable prints/copies and maintenance service rendered due to user misuse.
5. Target Response Time: A standard response time for a particular product, which is determined by the Xerox Service Organization.
6. Equipment "Availability Hours": The number of Contracted Period of Coverage hours per calendar month that the Xerox Owned Xerox Brand Equipment may be available for use
7. Contracted Period of Coverage hours shall mean 8:00 am to 5:00 pm local time Monday through Friday (except Xerox celebrated holidays).
8. **Product Family:** Equipment classification based upon standardization volume segments (i.e. low, mid, high) black and white / color or light lens / digital. Service Response Time will be calculated for each Product Family. For example, a fleet of eight 6180's and twenty DC440's would need a response time for the 6180 family and a separate response time for the DC440 family.

Assumptions:

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

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Reporting:

1. Xerox will provide a monthly report for Equipment Uptime.
- Requests for services above these contracted service levels will be subject to equipment/resource availability.
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Statement of Work Addendum
Agreement # 7005383

Services Defined As Of:
January 13, 2010

Performance Criteria	Measurement	Description	Calculation
DocuCare Service Response Time Special Note: This SOP metric applies only to solutions that include one or more onsite full-time DocuCare associates.	95% Response Time	The DocuCare Associate will respond to end user issues within one hour.	The measurement for DocuCare Service Response Time is calculated by dividing the total number of calls responded to in one hour or less by the total number of calls during each month.
Average Technical Service Response Time by Product family	95% Achievement of Target Response Time	The average amount of time between the DocuCare or Client initiated service call and the arrival of the Service Technician at the site.	The measurement for Average Technical Service Response Time by Product Family is calculated by dividing the Target Response Time by the Average Service Response Time ("ASRT") .
Equipment Uptime ("Availability Hours")	95% Three Month Rolling Average Uptime	The three month rolling average percentage that the equipment is available for use within the Contracted Period of Coverage.	<p>The measurement for Equipment Uptime is calculated by dividing the (Availability Hours – Equipment Downtime) by the Availability Hours.</p> <ul style="list-style-type: none"> Equipment Downtime is the Total Service Response Time plus Machine-Repair Time (excludes normal interrupts, e.g. lunch) <ul style="list-style-type: none"> Total Service Response Time is the actual time the technician arrived on site minus the time the initial service call was placed if the machine is in a "down" (cannot make prints or copies) condition. Machine-Repair Time is the time it takes the technician to repair the machine to be operational. Availability Hours is the contracted period of coverage for that machine. (Equal to the total number of working days per month times 8 hours for each shift.) Example. One shift for month of March with no holidays = 8 hours x 21 days = 168 hours.

END OF STATEMENT OF WORK FOR DOCUCARE BREAK/FIX SERVICE

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