

SERVICES MASTER AGREEMENT

THIS SERVICES MASTER AGREEMENT no. 7143687 is between Xerox Corporation ("Xerox"), a New York corporation with offices at 45 Glover Ave. Norwalk, CT 06856 and San Diego Unified Port District ("Customer"), a California government entity with offices at 3165 Pacific Highway San Diego, CA 92101. For purposes of this Agreement, Customer's reference is no. 76-2014.

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services (manage print services and copy center services) to be provided in the United States ("U.S."), as made available by Xerox and its U.S. Affiliates over time. This Agreement is grouped into Modules. The "GEN" Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

San Diego Unified Port District

Document No. **62553**Filed **NOV 14 2014**

Office of the District Clerk

DEFINITIONS MODULE**DEF 1. – DEFINITIONS**

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

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

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

expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

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

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

GENERAL MODULE

GEN 1. – GENERAL

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

GEN 1.1 – AGREEMENT STRUCTURE

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions, covering manage print services and copy center services, governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Eligible Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.
- b. **Eligible Affiliates.** Only Customer and its Eligible Affiliates may acquire Services, Maintenance Services and Products under this Agreement. If an Eligible Affiliate establishes a Services Contract by signing an Order, it will be the "Customer" for the purposes of such Services Contract. If Customer divests an Eligible Affiliate, such divested entity is no longer eligible to establish any new Services Contracts or to submit any additional Orders under an existing Services Contract; however, Products installed and Services being provided at such divested entity under an existing Order shall retain the pricing and terms and conditions thereof.
- c. **Orders and Services Contracts.**
 - i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by an Eligible Affiliate, such Eligible Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose.
 - ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number followed by a three digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.

- iii. Unless Customer provides notice in writing at least thirty (30) days before the end of the term of an Order of its intention not to renew, the Order will renew automatically on a month-to-month basis on the same terms and at the same price.
- iv. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a "writing" or "in writing;" (b) "signed" by the Customer; (c) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.

d. Compensation.

- i. **Compensation.** For performance of Services rendered pursuant to this Agreement. Customer shall compensate Xerox based on the following, subject to the limitation of the maximum expenditure provided herein:
- ii. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$995,000 for Xerox Print Services ("XPS") and Document Production and Publishing ("DPP"). Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Xerox shall not be required to perform further services after compensation has been expended. In the event that Xerox anticipates the need for services in excess of the maximum Agreement amount, the Customer shall be notified in writing immediately. Customer must approve an amendment to this Agreement before additional fees and costs are incurred.

GEN 1.2 – CHARGES, PAYMENT AND DEFAULT

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

GEN 1.3 – TAXES

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

GEN 1.4 – FUNDING

Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (a) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (b) Customer has made a reasonable but unsuccessful effort to find an assignee within Customer's general organization who can continue the Agreement or an Order, the

Agreement or the Order may be terminated. To effect this termination, Customer must, 30-days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due through the end of the funded fiscal year

GEN 1.5 – RESERVED.

GEN 1.6 – CUSTOMER RESPONSIBILITIES

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

- a. that Products acquired hereunder are ordered for Customer's (or its Affiliates') own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;
- b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;
- c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;
- d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;
- e. to maintain the manufacturer's maintenance agreement for any Third Party Products;
- f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;
- i. that, as between Xerox and Customer, Customer alone is responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so;
- j. that as between Xerox and Customer, Customer alone is responsible for determining whether Customer Content provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and
- k. to provide contact information for Equipment such as name and address of Customer contact.

GEN 1.7 – WARRANTIES

- a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:
 - i. it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;
 - ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and
 - iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.
- b. **Xerox Warranties.**
 - i. Services Warranty. Xerox warrants to the Customer that the Services will be performed in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skills in accordance with the applicable Order. If the Services do not comply with the SLAs or other requirements set forth in the applicable Order, Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s) and begin to develop a corrective action plan. As Customer's exclusive remedy under this warranty for Xerox's non-compliance with this warranty, Xerox will either modify the Services to comply

with the applicable SLAs or other requirements or re-do the work at no additional charge within 60 days of finalizing the plan or another time period agreed to in writing by the parties.

- ii. **Equipment Warranty.** Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.
- iii. **Third Party Product Warranty.** Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.
- iv. **Exclusions.** Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:
 - (a) Customer's failure or delay in performing its responsibilities under this Agreement;
 - (b) reasons outside Xerox's reasonable control, including Customer Assets, Customer Content, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
 - (c) unauthorized modifications to Equipment, Third Party Hardware or the Output of Services.
- c. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

The warranties set forth in this Agreement are expressly conditioned upon the use of the Services, Products and Output of Services for their intended purposes in the systems environment for which they were designed and shall not apply to any Services, Products or Output of Services which have been subject to misuse, accident or alteration or modification by Customer or any third party.

GEN 1.8 – INTELLECTUAL PROPERTY OWNERSHIP

- a. **Customer Intellectual Property.** Customer grants to Xerox a non-exclusive, royalty-free, fully-paid up, worldwide license to use Customer Intellectual Property, Customer Content and Output of Services only for purposes of, and only to the extent required for, providing Services, Maintenance Services or Products under this Agreement. Xerox agrees not to decompile or reverse engineer any Customer Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Customer Intellectual Property are granted to Xerox.
- b. **Ownership of Output of Services and License to Xerox Intellectual Property.** Except to the extent that the Output of Services may incorporate any Xerox Intellectual Property, the Output of Services shall be the sole and exclusive property of Customer. Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. To the extent that the Output of Services may incorporate any Xerox Intellectual Property, Xerox grants Customer a non-exclusive, perpetual, fully paid-up, worldwide right to use, display and reproduce the Xerox Intellectual Property only as required for use of the Output of Services for Customer's customary business purposes and not for resale, license or distribution outside of Customer's organization. If XDM Customer Views are to be provided under an SOW, Xerox grants Customer a limited license to access and use the XDM Customer Views only for the purpose of receiving Services under the SOW. Customer agrees not to decompile or reverse engineer any Xerox Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Xerox Intellectual Property are granted to Customer.
- c. **Xerox Tools.** Xerox Tools may be used by Xerox to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools and, except as expressly set forth herein, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Title to the Xerox Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Customer will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove

Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.

- d. **Xerox Client Tools.** Xerox grants to Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Client Tools only for the purpose of receiving the Services for which they were provided. Customer may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Client Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Client Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Certain Xerox Client Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately.
- e. **Data Collection and Use.** Data automatically collected from Equipment and Third Party Hardware electronically by the Xerox Tools is transmitted by a Xerox Tool to a remotely hosted server that hosts other Xerox Tools. The automatic data transmission capability will not allow Xerox to read, view or download any Customer documents or other information residing on or passing through the Equipment or Third Party Hardware or Customer's information management systems. Data may be used by Xerox for billing, report generation, supplies replenishment, recommending additional products and services and product improvement purposes.

GEN 1.9 – DUTY TO INDEMNIFY, DUTY TO DEFEND AND HOLD HARMLESS

- a. To the fullest extent provided by law, Xerox agrees to defend, indemnify and hold harmless the Customer, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Xerox's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Xerox as provided for in this Agreement, or failure to act by Xerox, its officers, agents, subcontractors and employees. The Xerox's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the Customer, its agents, officers, or employees.
- b. Xerox further agrees that the duty to indemnify, and the duty to defend the Customer as set forth in GEN1.9.a, requires that Xerox pay all reasonable attorneys' fees and costs Customer incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of Xerox provided for in this Agreement.
- c. Customer may, at its own election, conduct its defense, or participate in the defense of any claim related in any way to this Agreement. If Customer chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Xerox provided for in this Agreement, Xerox agrees to pay all reasonable attorneys' fees and all costs incurred by Customer.

GEN 1.10 – LIMITATION OF LIABILITY

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION GEN 1.10(c), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **LIMITATION ON RECOVERY.** SUBJECT TO SECTION GEN 1.10(c), THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION GEN 1.10(b) SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION **GEN 1.10** SHALL NOT APPLY WITH RESPECT TO:

- i. THE SPECIFIC INDEMNITY OBLIGATIONS SET OUT IN THIS AGREEMENT;
- ii. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;
- iii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR
- iv. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

GEN 1.11 – TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a term of 60 months, and continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon ninety-(90) days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products, Xerox Tools and/or Xerox Client Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Agreement expires or is terminated, each Services Contract in effect at such time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty.

GEN 1.12 – CONFIDENTIALITY

- a. **Obligation.** Customer and Xerox acknowledge that, during the term of this Agreement and any Order hereunder, each party (or its Affiliates) may be provided with or have access to, certain Confidential Information belonging to the other party (or its Affiliates). The parties will ensure that their employees comply with their respective corporate policies and procedures regarding the disclosure of Confidential Information. The parties agree to use the Confidential Information provided under this Agreement only for purposes directly related to the performance of obligations and use of rights granted under this Agreement. The receiving party may not disclose Confidential Information to third parties unless such third party has a need to know such Confidential Information in order to perform under this Agreement and has agreed in writing to be bound by terms no less restrictive than those set forth herein. Each party shall be responsible for any breaches of the obligations in this Section by its employees and such third parties. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like importance, but not less than reasonable care. Each party agrees not to disclose the terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, without the other party's prior written consent. Xerox may use Customer as a reference with other customers. Xerox may disclose the identity and address of Customer to Xerox's third party licensors if contractually required for royalty reporting purposes.
- b. **Exclusions.** The obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; or (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information.
- c. **Return of Information.** Upon termination or expiration of this Agreement or an Order, except as otherwise set forth hereunder, each party shall cease use of the other party's Confidential Information and other data and, upon request, shall (1) return all such Confidential Information and any copies thereof, or (2) permanently destroy such Confidential Information and certify that such Confidential Information has been so destroyed; provided, however, that any obligations regarding removal of Customer Confidential Information stored on hard drives on Equipment owned by Xerox and any costs associated with such removal will be set forth in the applicable Order.
- d. **Disclosure under Legal Requirement.** If the recipient of Confidential Information is required to disclose Confidential Information pursuant to a court order or by law or regulation, that party will (1) notify the disclosing party of the obligation to make such disclosure, and (2) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.

- e. **Duration of Confidentiality Obligation.** Except for Private Information, Xerox Intellectual Property, Xerox Tools and Xerox Client Tools, the obligations set forth in this Section shall continue for one (1) year after termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. Confidentiality obligations with respect to Xerox Intellectual Property, Xerox Tools and Xerox Client Tools shall continue so long as they continue to be Xerox trade secrets.
- f. **Residual Rights.** Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.
- g. Customer's obligations as set forth in this Agreement are subordinate to Customer's obligations under the California Public Records Act, Government Code 6250 et seq. In the event of a conflict between Customer's obligations under the Agreement and Customer's obligations under the California Public Records Act Government Code 6250 et seq., Customer's obligations under California Public Records Act will be controlling and relieve Customer of any conflicting obligation set out in this Agreement

GEN 1.13 – DATA PROTECTION/PRIVACY

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

GEN 1.14 – GOVERNING LAW AND JURISDICTION

- a. This Agreement, each respective Order, and any dispute or claim arising out of or in connection with this Agreement or such Order, shall be governed by and construed in accordance with the laws of California without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of California.
- b. In any action to enforce this Agreement or any Order hereunder, the parties agree to waive their right, if any, to a jury trial.

GEN 1.15 – RESERVED.

GEN 1.16 – FORCE MAJEURE

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

GEN 1.17 – RESERVED.

GEN 1.18 – RESERVED.

GEN 1.19 – COMPLIANCE WITH LAWS AND POLICIES

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

GEN 1.20 – MISCELLANEOUS

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders,

which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.

- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.
- d. **Independent Contractors.** Xerox shall perform all Services hereunder in the capacity of independent contractor and not as Customer's employee, agent or representative. Xerox employees shall not be entitled to privileges of employment that Customer may provide to Customer's employees, and Xerox shall be responsible for payment of all unemployment, social security, federal (state and local, as necessary) and other payroll taxes in regard to its employees involved in the performance of the Services. Neither of the parties, nor their respective employees or Affiliates, shall be authorized to conclude contracts in the name of the other party, or to act or appear as a representative of the other, whether in performing the Services or otherwise.
- e. **No Hiring.** During the term of an Order under which Xerox is providing Services and for a period of one (1) year thereafter, Customer and Xerox each agree not to hire, solicit, or employ any of the other's personnel who have been engaged in the provision of services or the performance of this Agreement, unless prior written consent is obtained from the other party. Such prohibition shall not apply to hiring as a result of general public solicitations of employment. Should one of the parties hire the other party's personnel in violation of this Agreement, the violating party shall immediately pay to the other, as liquidated damages and as the sole remedy for such violation, an amount equal to such personnel's then current annual compensation (or the amount paid to such person during the previous twelve (12) months in the case of an independent contractor).
- f. **Assignment.** Except for Xerox's assignment to an Affiliate or to a third party for the purposes of securitizing or factoring, neither party may assign this Agreement and any Order(s) hereunder without the prior written consent of the other party. In the event of a permitted assignment by Xerox, each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this Agreement. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim or setoff that Customer may have or claim against Xerox against any assignee of Xerox.
- g. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.
- h. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.
- i. **Order of Precedence; Entire Agreement.** This Agreement, including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be this Agreement, the applicable Orders under the Services Contract (excluding Customer POs), and the SOW or DOS, as applicable. If a term in this Agreement expressly provides for a term in an Order to take precedence, such provision in the Order shall prevail to the extent of any conflict. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **GEN 1.8** (Intellectual Property Ownership); (2) Section **GEN 1.9** (Indemnification); (3) Section **GEN 1.10** (Limitation of Liability); (4) Section **GEN 1.12** (Confidentiality); and (5) Section **GEN 1.3** (Taxes), will prevail over conflicting provisions in any other contractual document.
- j. **RECORDS**
Xerox will keep accurate records in support of the Charges for Services and Maintenance Services performed and Products provided hereunder and shall, upon reasonable written request, make such records available to

Customer for audit. Such records shall be kept for a period of three (3) years following the invoice date for Services and Maintenance Services performed or Products provided, as the case may be, to which such records apply (or for such longer period as required by applicable law). Notwithstanding the foregoing, Xerox shall not be required to disclose information deemed by Xerox to be confidential or proprietary. In addition, Customer will:

- a. provide at least sixty (60) days written notice to Xerox prior to any audit being conducted;
- b. ensure that any audit, inspection or verification is conducted during the hours of normal operation of the Xerox locations (or as otherwise agreed by the parties);
- c. as far as is commercially practicable, minimize disruption to Xerox's business; and
- d. limit such audits to once per year.

Each party shall bear its own expenses in connection with such audit and ensure that any such audit is subject to all auditors executing appropriate confidentiality agreements with Xerox.

- k. **INDEPENDENT ANALYSIS.** Xerox shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of Customer, other than normal contract monitoring provided, however, Xerox shall possess no authority with respect to any Customer decision beyond rendition of such information, advice, or recommendations.

I. INSURANCE REQUIREMENTS

- a. Xerox shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.
 - (a) The Commercial General Liability policy shall be endorsed to include the Customer; its agents, officers and employees as additional insureds.
 - (b) The coverage provided to the Customer, as an additional insured, shall be primary and any insurance or self-insurance maintained by the Customer shall be excess of the Xerox's insurance and shall not contribute to it.
 - (c) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the Customer ("Waiver of Subrogation").
 - (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation, statutory limits, is required of the Xerox and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
 - (4) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the General Liability, Automobile Liability and Employer's Liability policies.
 - (5) Xerox shall furnish Customer with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the Customer, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the Customer. Except in the event of cancellation for non-

payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the Customer in writing at least 30 days in advance of policy cancellation.

- (6). The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- (7). Furnishing insurance specified herein by the Customer will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Xerox or Xerox's sub-contractors or any tier of Xerox's sub-contractors. Customer shall reserve the right to obtain complete copies of any of the insurance policies required herein.

m. ADVICE OF COUNSEL. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

n. INDEPENDENT REVIEW. Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

o. DISPUTE RESOLUTION.

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the Customer Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

p. COMPLIANCE WITH PREVAILING WAGE LAWS.

- a. Xerox acknowledges and agrees that it is the sole and exclusive responsibility of Xerox to: (a) ensure that all persons and/or entities (including, but not limited to, Xerox or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the Customer.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

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

SVC 1.1 – SCOPE OF SERVICES

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

SVC 1.2 – CHARGES FOR SERVICES

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

SVC 1.3 – USE OF SUBCONTRACTORS

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

SVC 1.4 – SERVICES SCOPE CHANGES

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

SVC 1.5 – EARLY TERMINATION OF SERVICES AND LABOR

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

EQUIPMENT MODULE

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

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

EQP 1.1 – TERM AND DATE OF INSTALLATION

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

EQP 1.2 – DELIVERY AND REMOVAL AND SUITABILITY OF CUSTOMER FACILITIES

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

EQP 1.3 – EQUIPMENT STATUS

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

EQP 1.4 – CONSUMABLE SUPPLIES

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

EQP 1.5 – USE AND RELOCATION

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

EQP 1.6 – SUPPLIER EQUIPMENT PROVIDED

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

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

EQP 1.7 – DATA SECURITY

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

EQP 1.8 – REMOTE SERVICES FOR EQUIPMENT

Certain models of Equipment are supported and serviced using Remote Data Access. Remote Data Access also enables Xerox to transmit to Customer maintenance releases or upgrades for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox and Customer will provide Xerox with reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

EQP 1.9 – REMOVAL OF HAZARDOUS WASTE

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

EQUIPMENT PURCHASE MODULE

EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

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

EP 1.1 – ORDER

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

EP 1.2 – TITLE

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

EP 1.3 – DEFAULT

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

EP 1.4 – MAINTENANCE SERVICES FOR PURCHASED EQUIPMENT

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

EP 1.5 – AGREEMENT PROVISION EXCLUSIONS

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

MAINTENANCE SERVICES MODULE

MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

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

MS 1.1 – MAINTENANCE SERVICES

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

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

MS 1.2 – REPAIRS AND PARTS

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

MS 1.3 – HOURS AND EXCLUSIONS

Unless otherwise set forth in an Order, Maintenance Services will be provided in areas accessible for repair services during Xerox's standard working hours (from 8 A.M. to 5 P.M.). Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

MS 1.4 – INSTALLATION SITE AND METER READINGS

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

MS 1.5 – REMEDY

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

MS 1.6 – END OF SERVICE

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

SOFTWARE LICENSE MODULE

SW 1 – TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

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

SW 1.1 – SOFTWARE LICENSE

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

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

SW 1.2 – SOFTWARE SUPPORT

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

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

SW 1.3 – DIAGNOSTIC SOFTWARE


Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and Xerox's licensors. Xerox does not grant Customer a license or right to use the Diagnostic Software. Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.

SW 1.4 – THIRD PARTY SOFTWARE

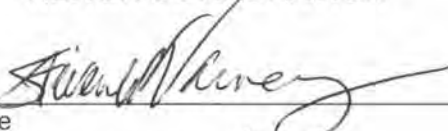
Third Party Software is subject to license and support terms provided by the applicable Third Party Software vendor.

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


SAN DIEGO UNIFIED PORT DISTRICT


 Signature
 Deborah L. Finley
 Name (please print)
 BITS, DIRECTOR
 Title
 3165 PACIFIC HIGHWAY
 SAN DIEGO, CA 92101
 Address
 11-12-2014
 Date

XEROX CORPORATION


 Signature
 STEVEN W. VARNEY
 Name
 FINANCE DIRECTOR
 Title
 7676 HAZARD CENTER DR.; STE. 400
 SAN DIEGO, CA 92108
 Address
 10-30-2014
 Date

APPROVED AS TO FORM AND LEGALITY


 Customer Deputy General Counsel

Xerox Print Services Agreement**XPS Services Contract # 7143687-002**

Customer: SAN DIEGO UNIFIED PORT DISTRICT

BillTo: SAN DIEGO UNIFIED
PORT DIST
FINANCE DEPT
P O BOX 120488
SAN DIEGO, CA 92112-0488

Print Services Summary**Xerox Print Services Term**

60 Months from Services Commencement Date

Addenda/Attachments to this Order

- XPS Addendum under SSA/SSO
- Exhibit A - Pricing
- Exhibit B - Managed Device Listing
- Xerox Print Services Description of Services

Authorized Signatures

Customer acknowledges receipt of the terms of this agreement which consists of 1 pages including this page.

Signer:

Deborah Finley

Phone:

619-686-7271

Signature:

[Signature]

Date:

11-12-14

Agreement Presented by:

Lisa M M Ray

Phone: (619) 260-3119

Xerox Authorized Signature:

[Signature]

Date:

10/30/14

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Xerox Print Services Addendum



THIS XEROX PRINT SERVICES ADDENDUM ("XPS Addendum") amends Services Contract No. 7143687-002 under Services and Solutions Agreement No. 7143687 ("SSA") between SAN DIEGO UNIFIED PORT DISTRICT ("Client") and Xerox Corporation ("Xerox") to add the devices identified in Exhibit B of this XPS Addendum.

1. DEFINED TERMS.

- a. "Break Fix Services" means the device repair or exchange services described in the DOS or SOW, as applicable.
- b. "Equipment Agreement" means the agreement between Client and Xerox under which Xerox provides "Maintenance Services" or "Basic Services" (as those terms are defined in the applicable Equipment Agreement) for a Xerox Contracted Device.
- c. "Managed Device(s)" means the devices identified in Exhibit B.
- d. "Services Commencement Date" means the date that Xerox reasonably determines that Break Fix Services and Supplies, as applicable, are available for the Managed Devices.
- e. "Supplies" means toner or ink provided by Xerox for certain of the Managed Devices, as identified in Exhibit A.
- f. "Xerox Contracted Device(s)" means a Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services under an Equipment Agreement.
- g. "XPS Services Contract" means the Services Contract identified above, including any Orders, amendments, addenda and exhibits thereto.
- h. Capitalized terms not defined above or elsewhere in this XPS Services Contract will have the meaning assigned to them in the SSA, the Equipment Agreement(s), the SOW or DOS, or the Exhibits hereto.

2. XPS SERVICES.

Xerox will perform the services for the Managed Devices described in the Xerox Print Services Statement of Work ("SOW") or Xerox Print Services Description of Services ("DOS") attached to the XPS Services Contract ("XPS Services").

3. REPAIR SERVICES.

Xerox will perform the repair services identified in the DOS or SOW for the Managed Devices. Break Fix Services exclude repairs due to: (i) misuse, neglect, abuse or operation of a Managed Device outside of original equipment manufacturer ("OEM") specifications; (ii) failure of the Client PC to comply with the OEM's published specifications; (iii) act of God or other force majeure event; (iv) relocation, alterations, or use of options, accessories, service or supplies not provided by Xerox; (v) failure to perform any Client responsibilities identified in the SOW or DOS or (vi) acts or omissions of Client or any party not affiliated with Xerox. Replacement parts may be new or used and all removed, replaced parts become Xerox's property.

4. SUPPLIES.

Xerox will provide the supplies identified in the DOS or SOW for the Managed Devices. Supplies may be new, remanufactured or reprocessed. Supplies are Xerox's property until used by Client, and Client will use them only with the Managed Devices. Upon request, Client will provide an inventory of Supplies in its possession. Upon expiration or termination of the XPS Services Client will, at Xerox's option and expense, return any unused Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.

5. CLIENT RESPONSIBILITIES.

Client will perform the Client responsibilities identified in the SOW or DOS.

6. PRICING.

The pricing for XPS Services for the Managed Devices is identified in Exhibit A. Xerox may adjust such XPS Services pricing annually and as identified in Exhibit A.

7. TERMINATION.

Neither party may terminate the XPS Services during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 90 days written notice to the other party, terminate the XPS Services. In addition, Xerox will have the right to terminate the XPS Services upon not less than 30 days written notice if the Services Commencement Date has not occurred, for any reason whatsoever, within 90 days after the date this XPS Addendum is accepted by Xerox. The expiration or termination of the XPS Services will not affect any of the Equipment Agreement(s), or any other agreement with Xerox under which Client acquired Xerox Contracted Device(s), each of which will remain in full force and effect until the end of its term.

8. INVOICING.

Client will be invoiced for XPS Services in a standard Xerox format. The Total Monthly Minimum Charge ("MMC") identified in Exhibit A is billed monthly in advance through the end of the month in which the termination effective date occurs. If the Services Commencement Date is other than the first day of a month, a prorated amount of the MMC will be billed for the first month, based on the number of days XPS Services were provided in such month. If a Managed Device is added to the XPS Services Contract during a month, billing of the Monthly Fee for such device will start with the next monthly invoice. If a Managed Device is removed from the XPS Services Contract during a month, billing of the Monthly Fee for such device will continue through the end of the month. The Excess Charge per Impression ("ECI") identified in Exhibit A is billed in arrears on a quarterly basis for all impressions in excess of three times the Monthly Minimum Print Volume ("MMPV") identified in Exhibit A. If the Services Commencement Date is other than the first day of a month, the Monthly Minimum Print Volume ("MMPV") for the first month will be prorated, based on the number of days XPS Services were provided in such month, and the ECI will be billed based on the prorated MMPV. Invoicing and payment for Xerox Contracted Devices will be governed by the terms and conditions of the applicable Equipment Agreement.

9. REMOTE SERVICES.

Certain Networked Laser Devices are supported and serviced using data that is automatically collected by Xerox from such devices via electronic transmission to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download any Client data, documents or other information residing on or passing through such devices or Client's information management systems.

10. MISCELLANEOUS.

The terms and conditions in this XPS Addendum are applicable only to the XPS Services for the Managed Devices covered under this XPS Addendum and are not applicable to any other Products under the XPS Services Contract, any other Services Contract under the SSA, or any Equipment Agreement. Except as set forth above, the XPS Services Contract will continue in full force and effect. In the event of a conflict between the terms and conditions of the XPS Services contract and this XPS Addendum, this XPS Addendum will control.

Xerox Print Services Addendum

IN WITNESS WHEREOF, duly authorized representatives of Client and Xerox have executed this XPS Addendum.

SAN DIEGO UNIFIED PORT DISTRICT

By: [Signature]
Name: DEBORAH L. FINLEY
Title: BITS, DIRECTOR
Date: 11-12-14

XEROX CORPORATION

By: [Signature]
Name: STEVEN W. VARNER
Title: FINANCE DIRECTOR
Date: 10-30-2014

Exhibit A - Pricing**XPS Services Contract # 7143687-002****Pricing Summary****Xerox Print Services Term**

60 Months from Services Commencement Date

Print Services Total

Total Monthly Minimum Charge: \$3,587.00

- Excludes applicable taxes

Networked Laser Devices

Black & White / Color	Monthly Minimum Print Volume	Charge per Impression	Monthly Minimum Charge	Excess Charge per Impression	Meter Reconciliation Period
Color	27,000	\$0.1100	\$2,970.00	\$0.1100	Quarterly
Black & White	52,000	\$0.0110	\$572.00	\$0.0110	Quarterly

MICR toner is not included. Break Fix Services, Supplies, maintenance kits and drums are included.

Monthly Supplies Shipping Charge: \$45.00

Summary of Device Count Variability

Device Type	Black & White / Color	Device Count	Allowed Device Count Variability
Networked Laser Devices	Color	25	10%
Networked Laser Devices	Black & White	54	10%

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Exhibit B - Managed Device Listing

XPS Services Contract # 7143687-002

Networked Laser Devices

Brand	Model Name	Serial	Black & White / Color
HEWLETT-PACKARD	LASERJET PRO 500 COLOR MFP M57	CN59FDK3P1	Color
HEWLETT-PACKARD	LASERJET P4015	CNDY815228	Black & White
HEWLETT-PACKARD	LASERJET P4015	CNDY129581	Black & White
HEWLETT-PACKARD	LASERJET P4014	JPDF030689	Black & White
HEWLETT-PACKARD	LASERJET P4014	JPDF017530	Black & White
HEWLETT-PACKARD	LASERJET P4014	CNDX308879	Black & White
HEWLETT-PACKARD	LASERJET P3010	VNB3Y30751	Black & White
HEWLETT-PACKARD	LASERJET P3010	VNB3R31951	Black & White
HEWLETT-PACKARD	LASERJET P3010	JPBDS09482	Black & White
HEWLETT-PACKARD	LASERJET P3005	CNJ1P36205	Black & White
HEWLETT-PACKARD	LASERJET P3005	CNJ1N24443	Black & White
HEWLETT-PACKARD	LASERJET P3005	CNG1X19928	Black & White
HEWLETT-PACKARD	LASERJET P3005	CNB1B01038	Black & White
HEWLETT-PACKARD	LASERJET P2055DN	CNBJ626697	Black & White
HEWLETT-PACKARD	LASERJET P2035N	VNB3F26942	Black & White
HEWLETT-PACKARD	LASERJET P2035N	CNB9X79467	Black & White
HEWLETT-PACKARD	LASERJET P2035N	CNB9T79423	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB66658	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB66537	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB66529	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB66526	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB59034	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB24647	Black & White
HEWLETT-PACKARD	LASERJET M2727NF MFP	CNF894J59N	Black & White
HEWLETT-PACKARD	LASERJET ENTERPRISE 500 MFP M5	MXECG4811V	Black & White
HEWLETT-PACKARD	LASERJET ENTERPRISE 500 COLOR	CNBCD5G13Q	Color
HEWLETT-PACKARD	LASERJET ENTERPRISE 500 COLOR	CNBCC90HQ	Color
HEWLETT-PACKARD	LASERJET 8100	USGG002995	Black & White
HEWLETT-PACKARD	LASERJET 8100	USGG002172	Black & White
HEWLETT-PACKARD	LASERJET 8000	USHH011422	Black & White
HEWLETT-PACKARD	LASERJET 8000	USCB017003	Black & White
HEWLETT-PACKARD	LASERJET 8000	USCB003044	Black & White
HEWLETT-PACKARD	LASERJET 5200	CNDXC05609	Black & White
HEWLETT-PACKARD	LASERJET 5000	USB3016499	Black & White
HEWLETT-PACKARD	LASERJET 4250	CNRXK34281	Black & White
HEWLETT-PACKARD	LASERJET 4250	CNRXK33169	Black & White
HEWLETT-PACKARD	LASERJET 4250	CNRXG90189	Black & White
HEWLETT-PACKARD	LASERJET 4250	CNRXG79139	Black & White
HEWLETT-PACKARD	LASERJET 4100	USBDJ01954	Black & White
HEWLETT-PACKARD	LASERJET 4100	JPLGD29657	Black & White
HEWLETT-PACKARD	LASERJET 4050	USQX050906	Black & White
HEWLETT-PACKARD	LASERJET 4050	USQX050905	Black & White
HEWLETT-PACKARD	LASERJET 4050	USCF015536	Black & White
HEWLETT-PACKARD	LASERJET 4050	USCF015523	Black & White
HEWLETT-PACKARD	LASERJET 4050	USCF015522	Black & White
HEWLETT-PACKARD	LASERJET 4050	USCF015521	Black & White
HEWLETT-PACKARD	LASERJET 4050	USCF015517	Black & White

Exhibit B - Managed Device Listing**XPS Services Contract # 7143687-002****Networked Laser Devices**

Brand	Model Name	Serial	Black & White / Color
HEWLETT-PACKARD	LASERJET 4050	USBB218799	Black & White
HEWLETT-PACKARD	LASERJET 4000	USQC014213	Black & White
HEWLETT-PACKARD	LASERJET 4000	USEF224357	Black & White
HEWLETT-PACKARD	LASERJET 4000	USEF224314	Black & White
HEWLETT-PACKARD	LASERJET 2430	CNGKJ91904	Black & White
HEWLETT-PACKARD	LASERJET 2430	CNGKJ34893	Black & White
HEWLETT-PACKARD	LASERJET 2430	CNGJB93733	Black & White
HEWLETT-PACKARD	LASERJET 2300	CNBGD31555	Black & White
HEWLETT-PACKARD	LASERJET 1300	CNBB080194	Black & White
HEWLETT-PACKARD	COLOR LASERJET CP6015N	JP3CC3Y0RZ	Color
HEWLETT-PACKARD	COLOR LASERJET CP5520DN	CNCCC4205Q	Color
HEWLETT-PACKARD	COLOR LASERJET CP3525	CNCCBDW2BX	Color
HEWLETT-PACKARD	COLOR LASERJET CP3525	CNCC97R0F2	Color
HEWLETT-PACKARD	COLOR LASERJET CP3525	CNCC94X003	Color
HEWLETT-PACKARD	COLOR LASERJET CP3505	CNBC7B71TB	Color
HEWLETT-PACKARD	COLOR LASERJET CP3505	CNBC78217H	Color
HEWLETT-PACKARD	COLOR LASERJET CP3505	CNBC75F0T5	Color
HEWLETT-PACKARD	COLOR LASERJET CP2025N	CNDS105622	Color
HEWLETT-PACKARD	COLOR LASERJET 5550	JPSBCK00F	Color
HEWLETT-PACKARD	COLOR LASERJET 5500	JPCCK00746	Color
HEWLETT-PACKARD	COLOR LASERJET 4650	JPKAC35750	Color
HEWLETT-PACKARD	COLOR LASERJET 4650	JPHAD15855	Color
HEWLETT-PACKARD	COLOR LASERJET 4600	JPGMD57038	Color
HEWLETT-PACKARD	COLOR LASERJET 4600	JPCBK31927	Color
HEWLETT-PACKARD	COLOR LASERJET 3800	CNWBBS0198	Color
HEWLETT-PACKARD	COLOR LASERJET 3800	CNTCH27638	Color
HEWLETT-PACKARD	COLOR LASERJET 3800	CNNBB31246	Color
HEWLETT-PACKARD	COLOR LASERJET 3700	CNLBB39185	Color
HEWLETT-PACKARD	COLOR LASERJET 3700	CNLBB38566	Color
HEWLETT-PACKARD	COLOR LASERJET 3600N	CNWDF30418	Color
BROTHER	MFC-9125CN	E2J855879	Color
BROTHER	MFC-7860DW	U62702J1N946099	Black & White

* These Devices do not proactively communicate low toner or out of toner status or alerts. As a result, Supplies for these Devices cannot be replenished automatically. Supplies for these Devices must be ordered directly from the XPS Help Desk when required.



Xerox Print Services Description of Services

Client: SAN DIEGO UNIFIED PORT DISTRICT

XPS Services Contract Number: 7143687-002

SERVICES COMMENCEMENT DATE. Xerox will notify Client in writing when Xerox reasonably determines that Break Fix Service and Supplies, as applicable, are available for the Managed Devices ("Services Commencement Date"). Xerox Contracted Devices may be installed prior to the Services Commencement Date. Regardless of the Services Commencement Date for Managed Devices, Basic/Maintenance Services and Consumable Supplies for Xerox Contracted Devices are provided as of the installation date per the terms of the Equipment Agreement.

1. **DEVICE MANAGEMENT SERVICES.** Xerox will use the Xerox Tools and Xerox Client Tools (collectively "Tools") to monitor networked Managed Devices. The Tools provide automatic service and supplies alerts to the Xerox Help Desk (e.g. low toner), automated meter collection, new device discovery, and device data collection for reporting. The Tools periodically scan the Client's network for devices which may be eligible to be Managed Devices. Devices identified through this process may be added as Managed Devices and billed at the rates identified in Exhibit A to the XPS Services Contract.
2. **REPAIR SERVICES.**
 - a. For Xerox Contracted Devices, Xerox will provide Basic Services or Maintenance Services per the Equipment Agreement.
 - b. For Managed Devices identified as "Break Fix Service included" in Exhibit A to the XPS Services Contract, Xerox will keep the Managed Devices in good working order as set forth below ("Break Fix Services"). If a Managed Device failure cannot be resolved remotely, Xerox will dispatch a service technician to perform Break Fix Services, which will usually be the next business day. For select Managed Devices identified on Exhibit B that do not qualify for on-site Break Fix services, Xerox will provide Device Exchange services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 8:00AM to 5:00PM local time ("XPS Service Hours"). Technicians are not dispatched for preventative maintenance or cleaning.
 - c. If Xerox determines that a Managed Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, Xerox will discontinue Break Fix Service and Client may: (i) replace such device at its own expense with a device that is then supported by Xerox; or (ii) notify Xerox to delete such device from the XPS Services Contract.
 - d. Basic/Maintenance Services and Break Fix Services may be initiated by the Tools for networked Managed Devices, or by Client calling the Xerox Help Desk.
3. **SUPPLIES.**
 - a. For Xerox Contracted Devices, Xerox will provide Consumable Supplies in accordance with the Equipment Agreement.
 - b. For Managed Devices identified in Exhibit A as "Supplies included", Xerox will furnish the Supplies identified in the XPS Services Contract. Xerox will provide OEM compatible Supplies when available. If Client requires OEM Supplies other than Xerox, Client will be billed for such OEM Supplies. Xerox is not liable for constrained or discontinued Supplies. The Monthly Supplies Shipping Charge identified in Exhibit A to the XPS Services Contract covers standard ground shipping. The cost of second day, overnight, or other non-standard shipping will be billed to Client.
 - c. Requests for Supplies and Consumable Supplies may be placed by the Tools or by Client calling the Xerox Help Desk. For those Managed Devices that do not proactively communicate low toner or out of toner status or alerts, the Client will have to order Supplies or Consumable Supplies directly from the XPS Help Desk when required. To prevent excessive shipment of Supplies or Consumable Supplies, Xerox may: (i) check the current toner level to validate a low toner condition; and (ii) check the metered impression volume since the last shipment to determine if impression volume exceeds the expected yield. If these conditions are not satisfied, Supplies or Consumable Supplies will be billed to Client. Cleaning kits and print media (e.g. paper) may be ordered from the Xerox Help Desk and will be billed to Client. Xerox may not provide Supplies or Consumable Supplies if a current meter read is not received for a networked Managed Device.
4. **XEROX HELP DESK.** The Xerox Help Desk is available during the XPS Service Hours to receive, track, escalate, process and close service issues, remotely resolve certain issues, and process Client requests for Break Fix Services, Supplies and Consumable Supplies.
5. **MOVE, ADD, CHANGE, DISPOSE PROCESS.** The Move, Add, Change and Dispose ("MACD") process is used to track and revise the Managed Devices. Under the MACD process, "Adds", "Changes" and "Disposals" may modify the amount billed. For transactions that involve acquisition or termination of Xerox Contracted Devices, the terms of the Equipment Agreement will govern. Early termination or other charges, if any, for a terminated Xerox Contracted Device will be billed according to the terms of the Equipment Agreement.
6. **REPORTING.** Xerox standard monthly reports will be provided for the Managed Devices.
7. **CLIENT RESPONSIBILITIES.** Client will:
 - a. Provide a Customer Asset Coordinator ("CAC") as its primary point of contact with Xerox during the start-up, implementation and ongoing delivery of XPS Services. The CAC is authorized to process and approve MACD transactions.
 - b. Provide a Customer IT Contact as its primary contact to Xerox to facilitate IT related activities and processes.
 - c. Provide or validate MACD information and approve changes in Managed Device status as they occur, through the MACD process.
 - d. Notify the Xerox Help Desk if Client wishes to relocate a Managed Device, and Xerox will advise Client if XPS Services are available at the new location.
 - e. Assure that networked Managed Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network.
 - f. Provide a dedicated PC or server, as required, that is connected to Client's network at all times ("Client PC"), and allow Xerox to install, use, access, update and maintain the Tools on the Client PC. The Tools cannot be installed on a PC or server where other SNMP-based applications or other Xerox Tools are installed, because they may interfere with the Tools.
 - g. Ensure that proper virus protection is installed, maintained, and enabled on the Client PC and any servers, desktop workstations, laptop computers and other hardware attached to or hosting any data on Client's network or output environment. Xerox is not responsible for the disruption of XPS Services or loss of functionality of the Tools caused by any of the foregoing. If the Tools become inoperable due to Client implemented changes to its network, Xerox will work with Client to re-install Tools.



Xerox Print Services Description of Services

Client: SAN DIEGO UNIFIED PORT DISTRICT

XPS Services Contract Number: 7143687-002

- h. Assist in implementation of the Tools by providing relevant network information such as the IP address ranges or subnets on which networked Managed Devices reside.
 - i. Distribute Supplies and Consumable Supplies within Client's site (or facilitate Xerox contracted on-site resource to perform this task) and install them in Managed Devices and clear paper jams.
 - j. Resolve any Client network or PC hardware or software issues, or Managed Device software or printing issues not caused by a hard device failure.
 - k. Replace Managed Device cartridges and CRUs (or facilitate Xerox contracted on-site resource to perform this task).
 - l. Respond to call from service technician to validate location and inoperable condition of Managed Device and provide reasonable access to Client's facilities and personnel as required for the performance of XPS Services.
 - m. Ensure that Managed Devices are installed and operating within the OEM's specifications and are readily accessible to the Xerox authorized service representative.
 - n. Submit meter data for networked Managed Devices when such data cannot be provided by the Tools and work with Xerox to enable the Tools to automatically provide meter data from such Devices. If a meter read for a Device has not been provided by the Tools or submitted by Client for 45 days, Xerox may discontinue provision of Supplies and/or Break Fix Services for that Device. If a meter read has not been provided for more than 60 days, Xerox may, at its sole discretion, dispose of the Device from the XPS Services Contract and notify Client.
 - o. Request Basic/Maintenance Services, Break Fix Services, Supplies and/or Consumable Supplies from the Xerox Help Desk for Managed Devices that are not compatible with the Tools.
 - p. Grant or transfer to Xerox sufficient rights to use software owned, licensed or otherwise controlled by Client, as required, solely for the purpose of providing XPS Services.
 - q. Legally dispose of wastes generated from use of Managed Devices and associated Supplies and CRUs.
 - r. Be solely responsible for: (i) determining whether any Managed Devices are under an existing service, warranty, extended warranty and/or supply contract with the manufacturer or a third party dealer, reseller or service provider ("Pre-Existing Contract"); (ii) what action(s), if any, Client should take with respect to Pre-Existing Contracts; and (iii) the payment of any early termination fees or other charges associated with the termination of any Pre-Existing Contract.
8. Xerox will not be liable for delays or services failures, including but not limited to implementation delays, if Client does not perform or facilitate completion of its designated responsibilities.
9. **DEFINITIONS.** Capitalized terms that are not defined below or elsewhere in this Description of Services have the meaning assigned to them in the XPS Services Contract or Equipment Agreement, including any Orders, amendments or addenda thereto.
- a. Asset Management Database: A database that is hosted and maintained by Xerox to facilitate the XPS Services and record and provide reporting on Device activities.
 - b. CRU: Client replaceable units or items that an operator can install without service assistance.
 - c. Device Exchange: Onsite Break Fix Services are not available for a limited number of Managed Device models, which are designated as "Device Exchange" models in Exhibit B to the XPS Services Contract. If a Device Exchange model requires repair, Xerox will ship a replacement device to the Client. Client will then ship the defective unit back to Xerox within a specified timeframe or be billed for the replacement device.
 - d. Equipment Agreement: The agreement between Client and Xerox under which Xerox provides Maintenance Services or Basic Services, as applicable, for a Xerox Contracted Device.
 - e. Managed Device(s): The devices identified in Exhibit B of the XPS Services Contract.
 - f. Xerox Contracted Device(s): A Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services, as applicable under an Equipment Agreement.
 - g. XPS Services: The services described in this Description of Services.
 - h. XPS Services Contract: The agreement between Client and Xerox identified above, including any Orders, amendments or addenda thereto, which sets forth the terms and conditions governing this Description of Services.



Services & Solutions Order

under Services Contract # 7143687-001

Customer: SAN DIEGO UNIFIED PORT DISTRICT
 Bill To: SAN DIEGO UNIFIED
 PORT DIST
 FINANCE DEPT
 P O BOX 120488
 SAN DIEGO, CA 92112-0488

Services Provided

Service	Description
Centralized Print Services (CPS)	CPS brings production-focused, in-house and commercial, print spending under a single point of control. It utilizes experienced document production experts, advanced digital printing technology, and workflow and applications such as print on demand, web-to-print, and 1:1 marketing.

Order Summary

Agreement	Pricing	Payment
Term 12/1/2014 - 11/30/2019 (60 Months) Issued per Services and Solutions Agreement # 7143687 Attachments to this Order <ul style="list-style-type: none"> • IPSOW 52546 • SOW 52516 	Total for this Order Net Monthly Minimum Charge \$11,672.13 Additional Impression Charges See Meter Pricing Plan (additional to Monthly Minimum Charge)	Taxing Information Tax ID # 700801145

Authorized Signature

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

Signer: Deborah L. Finley

Phone: 619-686-⁷²⁷¹~~5208~~

Customer Authorized Signature: *Deborah L. Finley*

Date: 11/12/14

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

Lisa M M Ray
 619-260-3119

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

Stewart V. Kurey
 10/30/2014

Services & Solutions Order

under Services Contract # 7143687-001



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Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
1. C75M2 (C75 PRESS LEO NAAO)		\$1,075.75	1: Color	0	N/A	\$0.0496	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$866.00	XRX
			2: Black	0	N/A	\$0.0105				
2. C75EX (EX PRINT SERVER-C75) - Customer Ed - Analyst Services		\$511.04	N/A	N/A	N/A	N/A	- Fixed Price	N	\$490.00	XRX
3. XC60 (XC C60 PRINTER) - Analyst Services		\$354.68	1: Meter 1	0	N/A	\$0.0596	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$281.00	XRX
			2: Meter 2	0	N/A	\$0.0090				
4. C70EFI (EXI C70 E200) - Customer Ed		\$105.00	N/A	N/A	N/A	N/A	- Fixed Price	N	\$100.00	XRX
5. D95CP (D95 COPIER/PRINTER) - Customer Ed - Analyst Services		\$451.88	1: Meter 1	0	N/A	\$0.0070	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$396.00	XRX
6. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services		\$150.15	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	XRX
			2: COLOR	0	N/A	\$0.0496				

Services & Solutions Order

under Services Contract # 7143687-001



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Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
7.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
8.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	\$165.23	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$135.00	XRX
			2: COLOR	0	N/A	\$0.0496				
9.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	\$165.23	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$135.00	XRX
			2: COLOR	0	N/A	\$0.0496				
10.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	\$165.23	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$135.00	XRX
			2: COLOR	0	N/A	\$0.0496				
11.	W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services	\$150.15	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	XRX
			2: COLOR	0	N/A	\$0.0496				

Services & Solutions Order

under Services Contract # 7143687-001



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Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
12.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
13.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
14.	W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services	\$150.15	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price	N	\$125.00	XRX
			2: COLOR	0	N/A	\$0.0496	- Consumable Supplies Included			
15.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	\$165.23	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price	N	\$135.00	XRX
			2: COLOR	0	N/A	\$0.0496	- Consumable Supplies Included			
16.	W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services	\$150.15	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price	N	\$125.00	XRX
			2: COLOR	0	N/A	\$0.0496	- Consumable Supplies Included			

Services & Solutions Order

under Services Contract # 7143687-001



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Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
17. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services		\$150.15	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	XRX
			2: COLOR	0	N/A	\$0.0496				
18. WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services		\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
19. WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services		\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
20. WC3325DN (WORKCENTRE 3325DN)		\$21.72	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
21. WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services		\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX

Services & Solutions Order

under Services Contract # 7143687-001



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Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
22.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
23.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
24.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
25.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	\$165.23	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price	N	\$135.00	XRX
			2: COLOR	0	N/A	\$0.0496	- Consumable Supplies Included			
26.	WC3325DN (WORKCENTRE 3325DN)	\$21.72	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX

Services & Solutions Order

under Services Contract # 7143687-001



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Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
27.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
28.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
29.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
30.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
31.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX

Services & Solutions Order

under Services Contract # 7143687-001



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Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
32.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
33.	WC3325DN (WORKCENTRE 3325DN)	\$21.72	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
34.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
35.	WC3325DN (WORKCENTRE 3325DN)	\$21.72	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
36.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX

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Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
37.	WC3325DN (WORKCENTRE 3325DN)	\$21.72	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
Total Additions to Monthly Minimum Charge			\$5,881.13							

Staffing & Management Services Added	
Description	Plan Features
Support for Services Provided	- Fixed Price
Total Additions to Monthly Minimum Charge	\$5,791.00

Services & Solutions Order

under Services Contract # 7143687-001



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Services Contract
Terms & Conditions

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

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7143687-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

Statement of Work Addendum



Agreement # 7143687-001

Services Defined As Of: 12/01/14

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 excluding holidays For eight (8) hours per day, with standard hours of 8:00am to 5:00pm. And will operate one (1) 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 4 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 2 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 20 % of total requests. Turnaround time is subject to the measurement described in the Standards of Performance herein, maximums described herein, equipment availability & uptime.	PPS-102
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	Turnaround times for jobs requiring procurement of materials or services are negotiated individually.	PPS-103

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 # 7143687-001**

Services Defined As Of: 12/01/14

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
external services.	Turnaround time is subject to the measurement described in the Standards of Performance herein.	
Client Problem Resolution Support resources are available during normal working hours to facilitate resolution of production or technical problems and enhance uptime. A problem resolution process will be developed and mutually agreed upon with the customer.		PPS-104

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



Agreement # 7143687-001

Services Defined As Of: 12/01/14

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
Hosted Web Document Submission Web document submission enables end-users in geographically distributed locations to maximize their productivity and use the Production and Publishing Services described in this Statement of Work. End users can electronically submit black and white or color files from their desktop or remotely, for print production services via a web-based interface that defines printing, finishing, and distribution instructions. Web document submission services are enabled through the use of a password protected hosted Xerox server via the internet. Documents transmitted to and from the server are encrypted using standard protocols.	Written approval from the client's IT department or client management is required to enable the hosted web submission service to be set up and become available to end-users.	PPS-207
Image Scanning Images are scanned from photographic originals or hard copy materials for use in printed documents or web presentment. Scanning resolution and color depth is optimized for the desired application.	Maximum number of scans: __30000 per month Maximum scan resolution required __600__ Maximum size of originals __11__ x 17__	PPS-205
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

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

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

Statement of Work Addendum



Agreement # 7143687-001

Services Defined As Of: 12/01/14

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
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 Impression Volume: Monthly <u>200,000</u> Average Impression Volume: Monthly 88,658 One impression is defined as a one-sided letter or legal size (8.5 x 11" or 8.5x14") print.	PPS-300
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 Impression Volume: Monthly _____ Per Shift <u>100,000</u> Average Impression Volume: Monthly 22,534 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
Walk-up / Convenience Document Production and Copying Xerox receives and processes walk-up requests for multi-set printing and copying of office documents. Walk-up jobs are distinguished from production jobs, as they typically require unscheduled production of customer office documents.	Normal walk-up-job turnaround time will be <u>4</u> business hours, from receipt of correct and accurate data, files, and originals and complete job specifications. Actual walk-up turnaround times are agreed upon at time of receipt, and subject to resource availability and workload. Turnaround time is subject to the measurement described in the Standards of Performance herein	PPS-350

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Statement of Work Addendum



Agreement # 7143687-001

Services Defined As Of: 12/01/14

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Output Delivery Deliver output to client.	Output will be delivered via <i>(check all that apply)</i> <input checked="" type="checkbox"/> Pickup <input checked="" type="checkbox"/> Mailing and Shipping <input checked="" type="checkbox"/> On-site (Admin building) distribution Number of locations to deliver to: <u> 0 </u> Local Delivery within radius of <u> 0 </u> miles	PPS-401

Requests for services above these contracted service levels will be subject to equipment/resource availability.
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Statement of Work Addendum**Agreement # 7143687-001**

Services Defined As Of: 12/01/14

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
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: <u> 1000 </u> with maximum page counts of <u> 100 </u> pages per set	F-103
GBC Bind	Max binds per shift: <u> 50 </u> With bind sizes of <u> 1/4 </u> to 2 inch <u> </u>	F-106
Tape Bind	Max binds per shift: <u> 200 </u>	F-107

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.

Requests for services above these contracted service levels will be subject to equipment/resource availability.
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Statement of Work Addendum**Agreement # 7143687-001**

Services Defined As Of: 12/01/14

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.

Note: Xerox production operator is available to assist client with other Xerox contracted machines during periods of down or slow production times, when available.

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.

Statement of Work Addendum**Agreement # 7143687-001**

Services Defined As Of: 12/01/14

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

MPS Final Configuration – MFD Price List

Pricing Exhibit										
San Diego Unified Port District										
Product	Descriptions/Accessories	Copies Per Minute	Term (mos)	Monthly Minimum Charge	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
WC3325DN	WorkCentre 3325DN Desktop B/W PRINT/COPY/SCAN/FAX/E-MAIL	37	60*	\$21.94	\$0.0061	N/A	Yes	No	No	N/A
WC5330PT	WorkCentre 5330 Office B/W PRINT/COPY/SCAN/FAX/EM AIL with office finisher	30	60*	\$99.88	\$0.0061	N/A	Yes	Yes	Yes	Yes
W7835PT	WorkCentre 7835 Office Color PRINT/COPY/SCAN/FAX/EM AIL with office finisher	35	60*	\$150.16	\$0.0061	\$0.0496	Yes	Yes	Yes	Yes
W7855PT	WorkCentre 7855 Office Color PRINT/COPY/SCAN/FAX/EM AIL with office finisher	55	60*	\$165.46	\$0.0061	\$0.0496	Yes	Yes	Yes	Yes
To be added at a later time:										
Xerox Mobile Print	Mobile Print Software that allows users to send print jobs from email-enabled devices.	N/A	60*	\$52.51	N/A	N/A	N/A	Yes	Yes	N/A
Vend Station	Vend station device that accepts all forms of payment while printing out a paper receipt	N/A	60*	\$261.00	N/A	N/A	No	Yes	Yes	N/A

Pricing is reflected on machines for this order - workup #203218



Invoice Presentment Statement of Work

Agreement # 7143687-001

Services Defined As Of: 11/15/2015

Invoice Presentment Options

- ☒ Consolidation at Contract Level – 3 Sub Totals for Minimum

Back-up Reporting Options

- ☒ None Required

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.

- ☒ Non Consumable Supplies Included in Contract (Please describe below)

Staples

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

Form # 52546-SSA/MSA Invoice Presentment SOW (V-13/2014) approved 10/15/2014

The following project plan outlines the activities and timelines necessary to meet your objectives:

Xerox Print Services

Project Plan	Assigned Personnel	Target Start Date	Schedule (estimated time)
Activities			
Board Meeting & Contract Approval	N/A	11/4/2015	1 Day
Meet with departmental staff to review Xerox MFD replacement models, get sign off on delivery date & discuss implementation plan including installation requirements & training	Lisa & Joe	11/5/2014	2 Days
Begin change management activities including developing print policy plan, communications (executive email announcement & posters) & optimization of print environment	Xerox Team & Port IT	11/6/2014	Ongoing
Order MFD equipment (hardware and software)	Lisa Ray	11/7/14	2 Days
MPS Kickoff Meeting to review helpdesk workflow, billing & reporting, roles & responsibilities, change management & implementation steps	Xerox Team & Port IT	11/12/14	2 Hours
Submit pre-installation network specifications to Helpdesk team, Installation personnel to work with District IT to pre-set up each unit with network information, IP address if available, etc.	Lisa Ray & Steve Nguyen	11/13/14	1 Week
Xerox to deliver new MFD's and de-install existing equipment	Lisa Ray	11/17/14, stagger installs	45 days
District IT & Xerox to pre-set up each unit with network information, IP address if available, etc.	Steve Nguyen	11/17/14	45 days
Xerox Remote Helpdesk Installation team works with District staff to install all print drivers	Steve Nguyen	11/17/14	45 days
Testing to complete by Xerox and District. After device is fully operational, Xerox dedicated technology trainers will arrive onsite.	Lisa Ray	11/17/14	45 days
Coordinate a time for an hour session of detailed hands on training per new MFD segment placed at each agency site.	Lisa Ray	11/18/14	45 days
MPS Go Live Client Meeting to review account data & configuration, scope of fleet is 100% accurate, no open issues remain & confirm Go Live Date	David	12/15/14	1 Hour

Document Production and Publishing

Project Plan	Assigned Personnel	Target Start Date	Schedule (estimated time)
Activities			
Board Meeting & Contract Approval	N/A	11/4/2015	1 Day
Meet with CCS/Records staff to get sign off on delivery date & discuss implementation plan including installation requirements & training	Bassem, Bruce, and Port team	11/5/2014	1 Days
Begin Xerox Job Ticket and Catalog Software development and implementation	Bassem and Xerox Team	11/5/2014	30 days
CCS District Kickoff Meeting to review helpdesk workflow, billing & reporting, roles & responsibilities, change management & implementation steps	Bassem & Shoshana	11/6/14	1 week
Begin change management activities including developing print policy plan, communications (executive email announcement & posters) & optimization of print environment	Lisa, Bassem & Port team	11/6/2014	Ongoing
Order MFD equipment (hardware and software)	Lisa Ray and Bassem Elsayeh	11/7/14	2 Days
Submit pre-installation network specifications to Helpdesk team, Installation personnel to work with District IT to pre-set up each unit with network information, IP address if available, etc.	Bassem and Bruce	11/10/2014	2 Days
Xerox to deliver new Production Printers	Bassem and Bruce	11/24/2014	3 days
Training/shadowing for Client Associate (CA)	CA and current Port CCS associate	11/24/2014	2 weeks
CCS Go Live Client Meeting to review account data & configuration, scope of work is 100% accurate, no open issues remain & confirm Go Live Date	Bassem and Bruce	11/25/2014	1 Hour
CCS Go Live	Bassem, CA, and Port team	12/1/2014	Ongoing

RESOLUTION 2014-211**RESOLUTION AUTHORIZING AGREEMENT WITH XEROX CORPORATION TO PROVIDE MANAGED PRINT SERVICES AND DOCUMENT PRODUCTION AND PUBLISHING FOR 5 YEARS WITH 2 OPTIONAL ONE-YEAR EXTENSIONS FOR A TOTAL AGGREGATE NOT TO EXCEED AMOUNT PAYABLE UNDER THE AGREEMENT OF \$995,000**

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

WHEREAS, in July, 2013, as an outcome of the Fiscal Year 2012/2013 budget deficit, the District's Chief Executive Officer commissioned two committees comprised of District staff; and

WHEREAS, the committees are the Revenue Generation Committee and Sustainable Cost Reduction and Cost Avoidance Committee; and

WHEREAS, the Sustainable Cost Reduction and Cost Avoidance Committee identified an opportunity to consolidate and outsource printing and document production services; and

WHEREAS, various studies were undertaken to investigate the feasibility of such a program to reduce costs as well as reduce the District's overall environmental footprint in the printer, copier and faxing environment; and

WHEREAS, the studies indicated that implementation of a managed print services and document production and publishing program (the Program) could cut costs; and

WHEREAS, Program savings will be realized by assisting the District to monitor and manage the print infrastructure and improving the functionality of document generation and use; and

WHEREAS, in addition, the Program will significantly reduce technical staff time required to support print functions, reduction in outsourced print jobs, save physical storage space currently used for consumables, eliminate

administrative time required to manage consumables, and increase control of print output. Consolidating all of these services and selecting one or more specialty vendors to perform these services optimizes the District's printing and imaging capabilities by streamlining equipment maintenance and reducing the number of equipment service and repair agreements, thereby reducing overall print costs; and

WHEREAS, On April 17, 2014, District staff issued Request for Proposals 14-15 (RFP No. 14-15) for Managed Print Services and Document Production and Publishing services; and

WHEREAS, the District notified fifty two (52) firms electronically and received seven (7) bids, all of which were deemed responsive; and

WHEREAS, evaluations were performed by a panel comprised of District staff from the Business Information and Technology Services department, Procurement department, and Office of the District Clerk; and

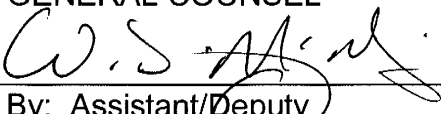
WHEREAS, the panel analyzed the proposals, conducted interviews, and ranked the firms according to the criteria established in RFP No. 14-15; and

WHEREAS, using the District's decision analysis process, the panel selected Xerox Corporation based upon their ability to provide all the requested services at the most reasonable cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or his designated representative is hereby authorized and directed on behalf of the San Diego Unified Port District to enter into an agreement with Xerox Corporation to provide managed print services and document production and publishing for 5 years with 2 optional one-year extensions for a total aggregate not to exceed amount payable under the agreement of \$995,000.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL


By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 4th day of November, 2014, by the following vote:

AYES: Bonelli, Castellanos, Merrifield, Moore, and Valderrama.

NAYS: None.

EXCUSED: Malcolm and Nelson.

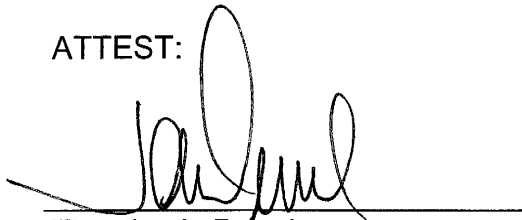
ABSENT: None.

ABSTAIN: None.



Robert E. Nelson, Chairman
Board of Port Commissioners

ATTEST:



Timothy A. Deuel
District Clerk

(Seal)



(58)
San Diego Unified Port District

Page 56 of 160 A
3165 Pacific Hwy.
San Diego, CA 92101

Reference Copy
62553

File #:2014-314

DATE: November 4, 2014

SUBJECT:

RESOLUTION SELECTING AND AUTHORIZING AGREEMENT WITH XEROX CORPORATION TO PROVIDE MANAGED PRINT SERVICES AND DOCUMENT PRODUCTION AND PUBLISHING FOR 5 YEARS WITH 2 OPTIONAL ONE YEAR EXTENSIONS FOR A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$995,000

EXECUTIVE SUMMARY:

In July, 2013, as an outcome of the Fiscal Year 2012/2013 budget deficit, the District's Chief Executive Officer commissioned 2 committees comprised of District staff. They are the Revenue Generation Committee and Sustainable Cost Reduction and Cost Avoidance Committee. The Sustainable Cost Reduction and Cost Avoidance Committee identified an opportunity to consolidate and outsource printing and document production services. Various studies were undertaken to investigate the feasibility of such a program to reduce costs as well as reduce the District's overall environmental footprint in the printer, copier and faxing environment. These studies indicate a Managed Print Services and Document Production and Publishing Program (the Program) could cut costs by the following:

Managed Print Services

Description	FY15	FY16	FY17
Current Cost	\$132,000	\$132,000	\$132,000
New MPS Agreement	\$69,000	\$62,640	\$52,200
Savings	48%	53%	61%
Equipment Lease – New	\$20,180	\$29,000	\$33,180

Document Production and Publishing: Equivalent to current cost.

Program savings are realized by assisting the District to monitor and manage the print infrastructure and improving the functionality of document generation and use. In addition, it will significantly reduce technical staff time required to support print functions, reduction in outsourced print jobs, save physical storage space currently used for consumables, eliminate administrative time required to manage consumables, and increase control of our print output. Consolidating all of these services and selecting one or more specialty vendors to perform these services optimizes the District's printing and imaging capabilities by streamlining equipment maintenance and reducing the number of

ACTION TAKEN: 11-04-14 - Resolution 2014-211

File #:2014-314

equipment service and repair agreements, thereby reducing overall print costs.

Staff issued Request for Proposals 14-15 (RFP No. 14-15) on April 17, 2014 for Managed Print Services and Document Production and Publishing services. The District notified fifty two (52) firms electronically and received seven (7) bids, all of which were deemed responsive. Evaluations were performed by a panel comprised of staff from the Business Information and Technology Services department, Procurement department, and Office of the District Clerk. The panel analyzed the proposals, conducted interviews, and ranked the firms according to the criteria established in RFP No. 14-15. Using the District's decision analysis process, the panel selected Xerox Corporation based upon their ability to provide all the requested services at the most reasonable cost.

RECOMMENDATION:

Adopt a Resolution Selecting and Authorizing an Agreement with Xerox Corporation to Provide Managed Print Services and Document Production and Publishing for 5 years with 2 Optional One-year Extensions for a Total Aggregate Amount Not to Exceed \$995,000.

FISCAL IMPACT:

The maximum cost to the District for the first 5 years is estimated at \$700,000 and the total of \$995,000 over 7 years, if the two annual options are exercised. Funds for the first year of the agreement are budgeted in Fiscal Year 2014/2015 in the Business Information and Technology Services Professional Services operating account (Ordinance 2766). Funds needed for future fiscal years will be budgeted in the appropriate fiscal year and cost account, subject to Board approval upon adoption of each fiscal year's budget.

Description	FY15	FY16	FY17
Current Cost	\$132,000	\$132,000	\$132,000
New MPS Agreement	\$69,000	\$62,640	\$52,200
Savings	48%	53%	61%
Equipment Lease – New	\$20,180	\$29,000	\$33,180

Savings are estimated to be as outlined above. The equipment lease costs are in lieu of any equipment that we had purchased in the past.

COMPASS STRATEGIC GOALS:

This agenda item supports the following Strategic Goal(s):

- ✓ A Financially Sustainable Port that Drives Regional Job Creation and Regional Economic Vitality
- ✓ A Port with an innovative and motivated workforce

File #:2014-314

DISCUSSION:

In July, 2013, as an outcome of the Fiscal Year 2012/2013 budget deficit, the District's Chief Executive Officer commissioned 2 committees comprised of District staff. They are the Revenue Generation Committee and the Sustainable Cost Reduction and Cost Avoidance Committee. A Managed Print Services and Document Production and Publishing Program (the Program) were identified as initiatives by the Sustainable Cost Reduction and Cost Avoidance Committee. Primary goals of the Program are to reduce costs as well as reduce the District's overall environmental footprint in the printer, copier and faxing environment. The program will assist the District to monitor and manage the print infrastructure thereby significantly reducing technical staff time required to support print functions, save physical storage space required for consumables, eliminate administrative time required to manage consumables, and increase control of our print output.

Managed print services is the active management and optimization of document output devices and related business processes. Managed print services are facilitated by key software applications:

- Print management software to manage the volume and nature of printing
- Device management software to monitor and manage the print devices
- Discovery and design software to analyze and track printing activity by user and department
- Scan routing software to route scans to various destinations including fax servers, network folders, email or workflows
- Print on demand software allowing users to print from any network device

The Program reduces the total cost of managing and optimizing the District's printers, their output, and the people and processes that support these devices. This includes the production print operations in the Office of the District Clerk, desktop printers, multifunction device printers, copiers, scanners, fax machines, high-volume printers, materials sent out for quick printing, printer maintenance support, add/move/change requests, ink, toner, and other supplies and consumables excluding paper.

RFP - Vendor Information

Knox Services - Knox did not demonstrate staff experience in document production and publishing with the public sector. Knox proposed services not requested in RFP No. 14-15 such as handling mail services. They did not have a change management plan, and their total approach was based on outsourcing the document publishing and production process to their local facilities.

Toshiba Business Solutions - Toshiba Business Solutions presented a general process in managing all types of devices with third party software and partner services. They did not include resumes or experience of the proposed staff in their proposal. They were unclear on their operating model and their proposal did not include maintenance of the equipment or copier replacement. Their prices were higher than Xerox Corporation while offering fewer services, such as mobile printing and print on-demand.

Technology Integration Group - Technology Integration Group (TIG) offered Xerox devices and services at a higher price with third-party leasing services and no integration to our service desk

File #:2014-314

process.

Xerox - Xerox demonstrated good understanding of the District's objectives by leveraging both managed print services and document production and publishing to save significant costs. Xerox will deliver and provide key benefits such as a three-staged approach to develop a roadmap to bridge the paper and digital worlds within the District departments. Xerox will assume full accountability of managing the District's office devices, supplies and services. They will also have professional staff on-site to provide full service print production needs while proactively maintaining the highest level of uptime and customer care support. Xerox's expertise in managed print services and document production and publishing will help staff meet goals and empower them with the freedom to focus on core business functions.

Additionally, Xerox is currently in a position of leadership in the market with International Data Corporation (IDC), the premier global provider of market intelligence, advisory services, and events for information technology. They are also recognized by Gartner, the world's leading information technology research and advisory firm. Both firms stated that Xerox is positioned the furthest for "completeness of vision" and their "ability to execute." Xerox is servicing up to forty percent of the market in managed print services and document publishing and production.

General Counsel's Comments:

The Office of the General Counsel has reviewed the issues contained in this Agenda and have found no legal issues as presented, and has reviewed and approved the agreement for form and legality.

Environmental Review:

The proposed Board action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 and is therefore not subject to CEQA. No further action under CEQA is required.

The proposed Board action does not allow for "development," as defined in Section 30106 of the California Coastal Act, or "new development," pursuant to Section 1.a. of the District's Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or exclusion is not required.

Equal Opportunity Program: Due to limited sub opportunities no Small Business Enterprise (SBE) goal was established for this solicitation.

PREPARED BY:

Kenneth Chambers
Manager, Business Information & Technology Services

Attachment(s):
Attachment A: Agreement XXX- 2014 Xerox Corporation

THIS SERVICES MASTER AGREEMENT no. 7143687 is between Xerox Corporation ("Xerox"), a New York corporation with offices at 45 Glover Ave. Norwalk, CT 06856 and San Diego Unified Port District ("Customer"), a California government entity with offices at 3165 Pacific Highway San Diego, CA 92101. For purposes of this Agreement, Customer's reference is no. 76-2014.

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services (manage print services and copy center services) to be provided in the United States ("U.S."), as made available by Xerox and its U.S. Affiliates over time. This Agreement is grouped into Modules. The "GEN" Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

DEFINITIONS MODULE

DEF 1. – DEFINITIONS

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

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

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

expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

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

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

GENERAL MODULE

GEN 1. – GENERAL

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

GEN 1.1 – AGREEMENT STRUCTURE

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions, covering manage print services and copy center services, governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Eligible Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.
- b. **Eligible Affiliates.** Only Customer and its Eligible Affiliates may acquire Services, Maintenance Services and Products under this Agreement. If an Eligible Affiliate establishes a Services Contract by signing an Order, it will be the “Customer” for the purposes of such Services Contract. If Customer divests an Eligible Affiliate, such divested entity is no longer eligible to establish any new Services Contracts or to submit any additional Orders under an existing Services Contract; however, Products installed and Services being provided at such divested entity under an existing Order shall retain the pricing and terms and conditions thereof.
- c. **Orders and Services Contracts.**
 - i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer’s credit, or in the case of an Order by an Eligible Affiliate, such Eligible Affiliate’s credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose.
 - ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement’s number followed by a three digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.

- iii. Unless Customer provides notice in writing at least thirty (30) days before the end of the term of an Order of its intention not to renew, the Order will renew automatically on a month-to-month basis on the same terms and at the same price.
- iv. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a "writing" or "in writing;" (b) "signed" by the Customer; (c) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.

d. Compensation.

- i. **Compensation.** For performance of Services rendered pursuant to this Agreement. Customer shall compensate Xerox based on the following, subject to the limitation of the maximum expenditure provided herein:
- ii. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$995,000 for Xerox Print Services ("XPS") and Document Production and Publishing ("DPP"). Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Xerox shall not be required to perform further services after compensation has been expended. In the event that Xerox anticipates the need for services in excess of the maximum Agreement amount, the Customer shall be notified in writing immediately. Customer must approve an amendment to this Agreement before additional fees and costs are incurred.

GEN 1.2 – CHARGES, PAYMENT AND DEFAULT

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

GEN 1.3 – TAXES

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

GEN 1.4 – FUNDING

Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (a) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (b) Customer has made a reasonable but unsuccessful effort to find an assignee within Customer's general organization who can continue the Agreement or an Order, the

Agreement or the Order may be terminated. To effect this termination, Customer must, 30-days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due through the end of the funded fiscal year

GEN 1.5 – RESERVED.

GEN 1.6 – CUSTOMER RESPONSIBILITIES

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

- a. that Products acquired hereunder are ordered for Customer's (or its Affiliates') own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;
- b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;
- c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;
- d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;
- e. to maintain the manufacturer's maintenance agreement for any Third Party Products;
- f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;
- i. that, as between Xerox and Customer, Customer alone is responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so;
- j. that as between Xerox and Customer, Customer alone is responsible for determining whether Customer Content provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and
- k. to provide contact information for Equipment such as name and address of Customer contact.

GEN 1.7 – WARRANTIES

- a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:
 - i. it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;
 - ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and
 - iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.
- b. **Xerox Warranties.**
 - i. Services Warranty. Xerox warrants to the Customer that the Services will be performed in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skills in accordance with the applicable Order. If the Services do not comply with the SLAs or other requirements set forth in the applicable Order, Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s) and begin to develop a corrective action plan. As Customer's exclusive remedy under this warranty for Xerox's non-compliance with this warranty, Xerox will either modify the Services to comply

with the applicable SLAs or other requirements or re-do the work at no additional charge within 60 days of finalizing the plan or another time period agreed to in writing by the parties.

- ii. **Equipment Warranty.** Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.
- iii. **Third Party Product Warranty.** Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.
- iv. **Exclusions.** Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:
 - (a) Customer's failure or delay in performing its responsibilities under this Agreement;
 - (b) reasons outside Xerox's reasonable control, including Customer Assets, Customer Content, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
 - (c) unauthorized modifications to Equipment, Third Party Hardware or the Output of Services.
- c. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

The warranties set forth in this Agreement are expressly conditioned upon the use of the Services, Products and Output of Services for their intended purposes in the systems environment for which they were designed and shall not apply to any Services, Products or Output of Services which have been subject to misuse, accident or alteration or modification by Customer or any third party.

GEN 1.8 – INTELLECTUAL PROPERTY OWNERSHIP

- a. **Customer Intellectual Property.** Customer grants to Xerox a non-exclusive, royalty-free, fully-paid up, worldwide license to use Customer Intellectual Property, Customer Content and Output of Services only for purposes of, and only to the extent required for, providing Services, Maintenance Services or Products under this Agreement. Xerox agrees not to decompile or reverse engineer any Customer Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Customer Intellectual Property are granted to Xerox.
- b. **Ownership of Output of Services and License to Xerox Intellectual Property.** Except to the extent that the Output of Services may incorporate any Xerox Intellectual Property, the Output of Services shall be the sole and exclusive property of Customer. Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. To the extent that the Output of Services may incorporate any Xerox Intellectual Property, Xerox grants Customer a non-exclusive, perpetual, fully paid-up, worldwide right to use, display and reproduce the Xerox Intellectual Property only as required for use of the Output of Services for Customer's customary business purposes and not for resale, license or distribution outside of Customer's organization. If XDM Customer Views are to be provided under an SOW, Xerox grants Customer a limited license to access and use the XDM Customer Views only for the purpose of receiving Services under the SOW. Customer agrees not to decompile or reverse engineer any Xerox Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Xerox Intellectual Property are granted to Customer.
- c. **Xerox Tools.** Xerox Tools may be used by Xerox to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools and, except as expressly set forth herein, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Title to the Xerox Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Customer will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove

Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.

- d. **Xerox Client Tools.** Xerox grants to Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Client Tools only for the purpose of receiving the Services for which they were provided. Customer may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Client Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Client Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Certain Xerox Client Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately.
- e. **Data Collection and Use.** Data automatically collected from Equipment and Third Party Hardware electronically by the Xerox Tools is transmitted by a Xerox Tool to a remotely hosted server that hosts other Xerox Tools. The automatic data transmission capability will not allow Xerox to read, view or download any Customer documents or other information residing on or passing through the Equipment or Third Party Hardware or Customer's information management systems. Data may be used by Xerox for billing, report generation, supplies replenishment, recommending additional products and services and product improvement purposes.

GEN 1.9 – DUTY TO INDEMNIFY, DUTY TO DEFEND AND HOLD HARMLESS

- a. To the fullest extent provided by law, Xerox agrees to defend, indemnify and hold harmless the Customer, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Xerox's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Xerox as provided for in this Agreement, or failure to act by Xerox, its officers, agents, subcontractors and employees. The Xerox's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the Customer, its agents, officers, or employees.
- b. Xerox further agrees that the duty to indemnify, and the duty to defend the Customer as set forth in GEN1.9.a, requires that Xerox pay all reasonable attorneys' fees and costs Customer incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of Xerox provided for in this Agreement.
- c. Customer may, at its own election, conduct its defense, or participate in the defense of any claim related in any way to this Agreement. If Customer chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Xerox provided for in this Agreement, Xerox agrees to pay all reasonable attorneys' fees and all costs incurred by Customer.

GEN 1.10 – LIMITATION OF LIABILITY

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION **GEN 1.10(c)**, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **LIMITATION ON RECOVERY.** SUBJECT TO SECTION **GEN 1.10(c)**, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION **GEN 1.10(b)** SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

- c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION **GEN 1.10** SHALL NOT APPLY WITH RESPECT TO:
- i. THE SPECIFIC INDEMNITY OBLIGATIONS SET OUT IN THIS AGREEMENT;
 - ii. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;
 - iii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR
 - iv. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

GEN 1.11 – TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a term of 60 months, and continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon ninety-(90) days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products, Xerox Tools and/or Xerox Client Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Agreement expires or is terminated, each Services Contract in effect at such time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty.

GEN 1.12 – CONFIDENTIALITY

- a. **Obligation.** Customer and Xerox acknowledge that, during the term of this Agreement and any Order hereunder, each party (or its Affiliates) may be provided with or have access to, certain Confidential Information belonging to the other party (or its Affiliates). The parties will ensure that their employees comply with their respective corporate policies and procedures regarding the disclosure of Confidential Information. The parties agree to use the Confidential Information provided under this Agreement only for purposes directly related to the performance of obligations and use of rights granted under this Agreement. The receiving party may not disclose Confidential Information to third parties unless such third party has a need to know such Confidential Information in order to perform under this Agreement and has agreed in writing to be bound by terms no less restrictive than those set forth herein. Each party shall be responsible for any breaches of the obligations in this Section by its employees and such third parties. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like importance, but not less than reasonable care. Each party agrees not to disclose the terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, without the other party's prior written consent. Xerox may use Customer as a reference with other customers. Xerox may disclose the identity and address of Customer to Xerox's third party licensors if contractually required for royalty reporting purposes.
- b. **Exclusions.** The obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; or (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information.
- c. **Return of Information.** Upon termination or expiration of this Agreement or an Order, except as otherwise set forth hereunder, each party shall cease use of the other party's Confidential Information and other data and, upon request, shall (1) return all such Confidential Information and any copies thereof, or (2) permanently destroy such Confidential Information and certify that such Confidential Information has been so destroyed; provided, however, that any obligations regarding removal of Customer Confidential Information stored on hard drives on Equipment owned by Xerox and any costs associated with such removal will be set forth in the applicable Order.
- d. **Disclosure under Legal Requirement.** If the recipient of Confidential Information is required to disclose Confidential Information pursuant to a court order or by law or regulation, that party will (1) notify the disclosing party of the obligation to make such disclosure, and (2) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.

- e. **Duration of Confidentiality Obligation.** Except for Private Information, Xerox Intellectual Property, Xerox Tools and Xerox Client Tools, the obligations set forth in this Section shall continue for one (1) year after termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. Confidentiality obligations with respect to Xerox Intellectual Property, Xerox Tools and Xerox Client Tools shall continue so long as they continue to be Xerox trade secrets.
- f. **Residual Rights.** Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.
- g. Customer's obligations as set forth in this this Agreement are subordinate to Customer's obligations under the California Public Records Act, Government Code 6250 et seq. In the event of a conflict between Customer's obligations under the Agreement and Customer's obligations under the California Public Records Act Government Code 6250 et seq., Customer's obligations under California Public Records Act will be controlling and relieve Customer of any conflicting obligation set out in this Agreement

GEN 1.13 – DATA PROTECTION/PRIVACY

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

GEN 1.14 – GOVERNING LAW AND JURISDICTION

- a. This Agreement, each respective Order, and any dispute or claim arising out of or in connection with this Agreement or such Order, shall be governed by and construed in accordance with the laws of California without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of California.
- b. In any action to enforce this Agreement or any Order hereunder, the parties agree to waive their right, if any, to a jury trial.

GEN 1.15 – RESERVED.

GEN 1.16 – FORCE MAJEURE

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

GEN 1.17 – RESERVED.

GEN 1.18 – RESERVED.

GEN 1.19 – COMPLIANCE WITH LAWS AND POLICIES

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

GEN 1.20 – MISCELLANEOUS

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders,

which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.

- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.
- d. **Independent Contractors.** Xerox shall perform all Services hereunder in the capacity of independent contractor and not as Customer's employee, agent or representative. Xerox employees shall not be entitled to privileges of employment that Customer may provide to Customer's employees, and Xerox shall be responsible for payment of all unemployment, social security, federal (state and local, as necessary) and other payroll taxes in regard to its employees involved in the performance of the Services. Neither of the parties, nor their respective employees or Affiliates, shall be authorized to conclude contracts in the name of the other party, or to act or appear as a representative of the other, whether in performing the Services or otherwise.
- e. **No Hiring.** During the term of an Order under which Xerox is providing Services and for a period of one (1) year thereafter, Customer and Xerox each agree not to hire, solicit, or employ any of the other's personnel who have been engaged in the provision of services or the performance of this Agreement, unless prior written consent is obtained from the other party. Such prohibition shall not apply to hiring as a result of general public solicitations of employment. Should one of the parties hire the other party's personnel in violation of this Agreement, the violating party shall immediately pay to the other, as liquidated damages and as the sole remedy for such violation, an amount equal to such personnel's then current annual compensation (or the amount paid to such person during the previous twelve (12) months in the case of an independent contractor).
- f. **Assignment.** Except for Xerox's assignment to an Affiliate or to a third party for the purposes of securitizing or factoring, neither party may assign this Agreement and any Order(s) hereunder without the prior written consent of the other party. In the event of a permitted assignment by Xerox, each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this Agreement. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim or setoff that Customer may have or claim against Xerox against any assignee of Xerox.
- g. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.
- h. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.
- i. **Order of Precedence; Entire Agreement.** This Agreement, including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be this Agreement, the applicable Orders under the Services Contract (excluding Customer POs), and the SOW or DOS, as applicable. If a term in this Agreement expressly provides for a term in an Order to take precedence, such provision in the Order shall prevail to the extent of any conflict. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **GEN 1.8** (Intellectual Property Ownership); (2) Section **GEN 1.9** (Indemnification); (3) Section **GEN 1.10** (Limitation of Liability); (4) Section **GEN 1.12** (Confidentiality); and (5) Section **GEN 1.3** (Taxes), will prevail over conflicting provisions in any other contractual document.
- j. **RECORDS**
Xerox will keep accurate records in support of the Charges for Services and Maintenance Services performed and Products provided hereunder and shall, upon reasonable written request, make such records available to

Customer for audit. Such records shall be kept for a period of three (3) years following the invoice date for Services and Maintenance Services performed or Products provided, as the case may be, to which such records apply (or for such longer period as required by applicable law). Notwithstanding the foregoing, Xerox shall not be required to disclose information deemed by Xerox to be confidential or proprietary. In addition, Customer will:

- a. provide at least sixty (60) days written notice to Xerox prior to any audit being conducted;
- b. ensure that any audit, inspection or verification is conducted during the hours of normal operation of the Xerox locations (or as otherwise agreed by the parties);
- c. as far as is commercially practicable, minimize disruption to Xerox's business; and
- d. limit such audits to once per year.

Each party shall bear its own expenses in connection with such audit and ensure that any such audit is subject to all auditors executing appropriate confidentiality agreements with Xerox.

- k. **INDEPENDENT ANALYSIS.** Xerox shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of Customer, other than normal contract monitoring provided, however, Xerox shall possess no authority with respect to any Customer decision beyond rendition of such information, advice, or recommendations.

I. INSURANCE REQUIREMENTS

- a. Xerox shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.
 - (a) The Commercial General Liability policy shall be endorsed to include the Customer; its agents, officers and employees as additional insureds.
 - (b) The coverage provided to the Customer, as an additional insured, shall be primary and any insurance or self-insurance maintained by the Customer shall be excess of the Xerox's insurance and shall not contribute to it.
 - (c) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the Customer ("Waiver of Subrogation").
 - (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation, statutory limits, is required of the Xerox and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
 - (4) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the General Liability, Automobile Liability and Employer's Liability policies.
 - (5) Xerox shall furnish Customer with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the Customer, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the Customer. Except in the event of cancellation for non-

payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the Customer in writing at least 30 days in advance of policy cancellation.

- (6). The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- (7). Furnishing insurance specified herein by the Customer will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Xerox or Xerox's sub-contractors or any tier of Xerox's sub-contractors. Customer shall reserve the right to obtain complete copies of any of the insurance policies required herein.

m. ADVICE OF COUNSEL. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

n. INDEPENDENT REVIEW. Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

o. DISPUTE RESOLUTION.

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the Customer Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

p. COMPLIANCE WITH PREVAILING WAGE LAWS.

- a. Xerox acknowledges and agrees that it is the sole and exclusive responsibility of Xerox to: (a) ensure that all persons and/or entities (including, but not limited to, Xerox or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the Customer.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

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

SVC 1.1 – SCOPE OF SERVICES

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

SVC 1.2 – CHARGES FOR SERVICES

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

SVC 1.3 – USE OF SUBCONTRACTORS

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

SVC 1.4 – SERVICES SCOPE CHANGES

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

SVC 1.5 – EARLY TERMINATION OF SERVICES AND LABOR

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

EQUIPMENT MODULE

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

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

EQP 1.1 – TERM AND DATE OF INSTALLATION

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

EQP 1.2 – DELIVERY AND REMOVAL AND SUITABILITY OF CUSTOMER FACILITIES

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

EQP 1.3 – EQUIPMENT STATUS

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

EQP 1.4 – CONSUMABLE SUPPLIES

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

EQP 1.5 – USE AND RELOCATION

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

EQP 1.6 – SUPPLIER EQUIPMENT PROVIDED

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

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

EQP 1.7 – DATA SECURITY

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

EQP 1.8 – REMOTE SERVICES FOR EQUIPMENT

Certain models of Equipment are supported and serviced using Remote Data Access. Remote Data Access also enables Xerox to transmit to Customer maintenance releases or upgrades for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox and Customer will provide Xerox with reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

EQP 1.9 – REMOVAL OF HAZARDOUS WASTE

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

EQUIPMENT PURCHASE MODULE

EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

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

EP 1.1 – ORDER

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

EP 1.2 – TITLE

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

EP 1.3 – DEFAULT

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

EP 1.4 – MAINTENANCE SERVICES FOR PURCHASED EQUIPMENT

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

EP 1.5 – AGREEMENT PROVISION EXCLUSIONS

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

MAINTENANCE SERVICES MODULE

MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

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

MS 1.1 – MAINTENANCE SERVICES

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

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

MS 1.2 – REPAIRS AND PARTS

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

MS 1.3 – HOURS AND EXCLUSIONS

Unless otherwise set forth in an Order, Maintenance Services will be provided in areas accessible for repair services during Xerox's standard working hours (from 8 A.M. to 5 P.M.),. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

MS 1.4 – INSTALLATION SITE AND METER READINGS

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

MS 1.5 – REMEDY

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

MS 1.6 – END OF SERVICE

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

SOFTWARE LICENSE MODULE

SW 1 – TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

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

SW 1.1 – SOFTWARE LICENSE

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

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

SW 1.2 – SOFTWARE SUPPORT

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

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

SW 1.3 – DIAGNOSTIC SOFTWARE

Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and Xerox's licensors. Xerox does not grant Customer a license or right to use the Diagnostic Software. Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.

SW 1.4 – THIRD PARTY SOFTWARE

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

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

SAN DIEGO UNIFIED PORT DISTRICT

XEROX CORPORATION

Signature

Signature

Name (please print)

Name

Title

Title

Address

Address

Date

Date

APPROVED AS TO FORM AND LEGALITY

Customer Deputy General Counsel

Xerox Print Services Agreement**XPS Services Contract # 7143687-002**

Customer: SAN DIEGO UNIFIED PORT DISTRICT

BillTo: SAN DIEGO UNIFIED
 PORT DIST
 FINANCE DEPT
 P O BOX 120488
 SAN DIEGO, CA 92112-0488

Print Services Summary**Xerox Print Services Term**

60 Months from Services Commencement Date

Addenda/Attachments to this Order

- XPS Addendum under SSA/SSO
- Exhibit A - Pricing
- Exhibit B - Managed Device Listing
- Xerox Print Services Description of Services

Authorized Signatures

Customer acknowledges receipt of the terms of this agreement which consists of 1 pages including this page.

Signer: _____ Phone: _____

Signature: _____ Date: _____

Agreement Presented by:

Lisa M M Ray Phone: (619) 260-3119

Xerox Authorized Signature: _____ Date: _____

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Xerox Print Services Addendum



THIS XEROX PRINT SERVICES ADDENDUM ("XPS Addendum") amends Services Contract No. 7143687-002 under Services and Solutions Agreement No. 7143687 ("SSA") between SAN DIEGO UNIFIED PORT DISTRICT ("Client") and Xerox Corporation ("Xerox") to add the devices identified in Exhibit B of this XPS Addendum.

1. DEFINED TERMS.

- a. "Break Fix Services" means the device repair or exchange services described in the DOS or SOW, as applicable.
- b. "Equipment Agreement" means the agreement between Client and Xerox under which Xerox provides "Maintenance Services" or "Basic Services" (as those terms are defined in the applicable Equipment Agreement) for a Xerox Contracted Device.
- c. "Managed Device(s)" means the devices identified in Exhibit B.
- d. "Services Commencement Date" means the date that Xerox reasonably determines that Break Fix Services and Supplies, as applicable, are available for the Managed Devices.
- e. "Supplies" means toner or ink provided by Xerox for certain of the Managed Devices, as identified in Exhibit A.
- f. "Xerox Contracted Device(s)" means a Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services under an Equipment Agreement.
- g. "XPS Services Contract" means the Services Contract identified above, including any Orders, amendments, addenda and exhibits thereto.
- h. Capitalized terms not defined above or elsewhere in this XPS Services Contract will have the meaning assigned to them in the SSA, the Equipment Agreement(s), the SOW or DOS, or the Exhibits hereto.

2. **XPS SERVICES.** Xerox will perform the services for the Managed Devices described in the Xerox Print Services Statement of Work ("SOW") or Xerox Print Services Description of Services ("DOS") attached to the XPS Services Contract ("XPS Services").

3. **REPAIR SERVICES.** Xerox will perform the repair services identified in the DOS or SOW for the Managed Devices. Break Fix Services exclude repairs due to: (i) misuse, neglect, abuse or operation of a Managed Device outside of original equipment manufacturer ("OEM") specifications; (ii) failure of the Client PC to comply with the OEM's published specifications; (iii) act of God or other force majeure event; (iv) relocation, alterations, or use of options, accessories, service or supplies not provided by Xerox; (v) failure to perform any Client responsibilities identified in the SOW or DOS or (vi) acts or omissions of Client or any party not affiliated with Xerox. Replacement parts may be new or used and all removed, replaced parts become Xerox's property.

4. **SUPPLIES.** Xerox will provide the supplies identified in the DOS or SOW for the Managed Devices. Supplies may be new, remanufactured or reprocessed. Supplies are Xerox's property until used by Client, and Client will use them only with the Managed Devices. Upon request, Client will provide an inventory of Supplies in its possession. Upon expiration or termination of the XPS Services Client will, at Xerox's option and expense, return any unused Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.

5. **CLIENT RESPONSIBILITIES.** Client will perform the Client responsibilities identified in the SOW or DOS.

6. **PRICING.** The pricing for XPS Services for the Managed Devices is identified in Exhibit A. Xerox may adjust such XPS Services pricing annually and as identified in Exhibit A.

7. **TERMINATION.** Neither party may terminate the XPS Services during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 90 days written notice to the other party, terminate the XPS Services. In addition, Xerox will have the right to terminate the XPS Services upon not less than 30 days written notice if the Services Commencement Date has not occurred, for any reason whatsoever, within 90 days after the date this XPS Addendum is accepted by Xerox. The expiration or termination of the XPS Services will not affect any of the Equipment Agreement(s), or any other agreement with Xerox under which Client acquired Xerox Contracted Device(s), each of which will remain in full force and effect until the end of its term.

8. **INVOICING.** Client will be invoiced for XPS Services in a standard Xerox format. The Total Monthly Minimum Charge ("MMC") identified in Exhibit A is billed monthly in advance through the end of the month in which the termination effective date occurs. If the Services Commencement Date is other than the first day of a month, a prorated amount of the MMC will be billed for the first month, based on the number of days XPS Services were provided in such month. If a Managed Device is added to the XPS Services Contract during a month, billing of the Monthly Fee for such device will start with the next monthly invoice. If a Managed Device is removed from the XPS Services Contract during a month, billing of the Monthly Fee for such device will continue through the end of the month. The Excess Charge per Impression ("ECI") identified in Exhibit A is billed in arrears on a quarterly basis for all impressions in excess of three times the Monthly Minimum Print Volume ("MMPV") identified in Exhibit A. If the Services Commencement Date is other than the first day of a month, the Monthly Minimum Print Volume ("MMPV") for the first month will be prorated, based on the number of days XPS Services were provided in such month, and the ECI will be billed based on the prorated MMPV. Invoicing and payment for Xerox Contracted Devices will be governed by the terms and conditions of the applicable Equipment Agreement.

9. **REMOTE SERVICES.** Certain Networked Laser Devices are supported and serviced using data that is automatically collected by Xerox from such devices via electronic transmission to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download any Client data, documents or other information residing on or passing through such devices or Client's information management systems.

10. **MISCELLANEOUS.** The terms and conditions in this XPS Addendum are applicable only to the XPS Services for the Managed Devices covered under this XPS Addendum and are not applicable to any other Products under the XPS Services Contract, any other Services Contract under the SSA, or any Equipment Agreement. Except as set forth above, the XPS Services Contract will continue in full force and effect. In the event of a conflict between the terms and conditions of the XPS Services contract and this XPS Addendum, this XPS Addendum will control.

Xerox Print Services Addendum



IN WITNESS WHEREOF, duly authorized representatives of Client and Xerox have executed this XPS Addendum.

SAN DIEGO UNIFIED PORT DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

XEROX CORPORATION

By: _____
Name: _____
Title: _____
Date: _____



Exhibit A - Pricing

XPS Services Contract # 7143687-002

Pricing Summary

Xerox Print Services Term

60 Months from Services Commencement Date

Print Services Total

Total Monthly Minimum Charge: \$3,587.00

- Excludes applicable taxes

Networked Laser Devices

Black & White / Color	Monthly Minimum Print Volume	Charge per Impression	Monthly Minimum Charge	Excess Charge per Impression	Meter Reconciliation Period
Color	27,000	\$0.1100	\$2,970.00	\$0.1100	Quarterly
Black & White	52,000	\$0.0110	\$572.00	\$0.0110	Quarterly

MICR toner is not included. Break Fix Services, Supplies, maintenance kits and drums are included.

Monthly Supplies Shipping Charge: \$45.00

Summary of Device Count Variability

Device Type	Black & White / Color	Device Count	Allowed Device Count Variability
Networked Laser Devices	Color	25	10%
Networked Laser Devices	Black & White	54	10%

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Exhibit B - Managed Device Listing

XPS Services Contract # 7143687-002

Networked Laser Devices

Brand	Model Name	Serial	Black & White / Color
HEWLETT-PACKARD	LASERJET PRO 500 COLOR MFP M57	CN59FDK3P1	Color
HEWLETT-PACKARD	LASERJET P4015	CNDY815228	Black & White
HEWLETT-PACKARD	LASERJET P4015	CNDY129581	Black & White
HEWLETT-PACKARD	LASERJET P4014	JPDF030689	Black & White
HEWLETT-PACKARD	LASERJET P4014	JPDF017530	Black & White
HEWLETT-PACKARD	LASERJET P4014	CNDX308879	Black & White
HEWLETT-PACKARD	LASERJET P3010	VNB3Y30751	Black & White
HEWLETT-PACKARD	LASERJET P3010	VNB3R31951	Black & White
HEWLETT-PACKARD	LASERJET P3010	JPBDS09482	Black & White
HEWLETT-PACKARD	LASERJET P3005	CNJ1P36205	Black & White
HEWLETT-PACKARD	LASERJET P3005	CNJ1N24443	Black & White
HEWLETT-PACKARD	LASERJET P3005	CNG1X19928	Black & White
HEWLETT-PACKARD	LASERJET P3005	CNB1B01038	Black & White
HEWLETT-PACKARD	LASERJET P2055DN	CNBJ626697	Black & White
HEWLETT-PACKARD	LASERJET P2035N	VNB3F26942	Black & White
HEWLETT-PACKARD	LASERJET P2035N	CNB9X79467	Black & White
HEWLETT-PACKARD	LASERJET P2035N	CNB9T79423	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB66658	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB66537	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB66529	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB66526	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB59034	Black & White
HEWLETT-PACKARD	LASERJET M3035 MFP	CNQCB24647	Black & White
HEWLETT-PACKARD	LASERJET M2727NF MFP	CNF894J59N	Black & White
HEWLETT-PACKARD	LASERJET ENTERPRISE 500 MFP M5	MXECG4811V	Black & White
HEWLETT-PACKARD	LASERJET ENTERPRISE 500 COLOR	CNBCE5G13Q	Color
HEWLETT-PACKARD	LASERJET ENTERPRISE 500 COLOR	CNBCCC90HQ	Color
HEWLETT-PACKARD	LASERJET 8100	USGG002995	Black & White
HEWLETT-PACKARD	LASERJET 8100	USGG002172	Black & White
HEWLETT-PACKARD	LASERJET 8000	USHH011422	Black & White
HEWLETT-PACKARD	LASERJET 8000	USCB017003	Black & White
HEWLETT-PACKARD	LASERJET 8000	USCB003044	Black & White
HEWLETT-PACKARD	LASERJET 5200	CNDXC05609	Black & White
HEWLETT-PACKARD	LASERJET 5000	USB3016499	Black & White
HEWLETT-PACKARD	LASERJET 4250	CNRXK34281	Black & White
HEWLETT-PACKARD	LASERJET 4250	CNRXK33169	Black & White
HEWLETT-PACKARD	LASERJET 4250	CNRXG90189	Black & White
HEWLETT-PACKARD	LASERJET 4250	CNRXG79139	Black & White
HEWLETT-PACKARD	LASERJET 4100	USBDJ01954	Black & White
HEWLETT-PACKARD	LASERJET 4100	JPLGD29657	Black & White
HEWLETT-PACKARD	LASERJET 4050	USQX050906	Black & White
HEWLETT-PACKARD	LASERJET 4050	USQX050905	Black & White
HEWLETT-PACKARD	LASERJET 4050	USCF015536	Black & White
HEWLETT-PACKARD	LASERJET 4050	USCF015523	Black & White
HEWLETT-PACKARD	LASERJET 4050	USCF015522	Black & White
HEWLETT-PACKARD	LASERJET 4050	USCF015521	Black & White
HEWLETT-PACKARD	LASERJET 4050	USCF015517	Black & White

Exhibit B - Managed Device Listing

XPS Services Contract # 7143687-002

Networked Laser Devices

Brand	Model Name	Serial	Black & White / Color
HEWLETT-PACKARD	LASERJET 4050	USBB218799	Black & White
HEWLETT-PACKARD	LASERJET 4000	USQC014213	Black & White
HEWLETT-PACKARD	LASERJET 4000	USEF224357	Black & White
HEWLETT-PACKARD	LASERJET 4000	USEF224314	Black & White
HEWLETT-PACKARD	LASERJET 2430	CNGKJ91904	Black & White
HEWLETT-PACKARD	LASERJET 2430	CNGKJ34893	Black & White
HEWLETT-PACKARD	LASERJET 2430	CNGJB93733	Black & White
HEWLETT-PACKARD	LASERJET 2300	CNBDG31555	Black & White
HEWLETT-PACKARD	LASERJET 1300	CNBB080194	Black & White
HEWLETT-PACKARD	COLOR LASERJET CP6015N	JP3CC3Y0RZ	Color
HEWLETT-PACKARD	COLOR LASERJET CP5520DN	CNCCC4205Q	Color
HEWLETT-PACKARD	COLOR LASERJET CP3525	CNCCBDW2BX	Color
HEWLETT-PACKARD	COLOR LASERJET CP3525	CNCC97R0F2	Color
HEWLETT-PACKARD	COLOR LASERJET CP3525	CNCC94X003	Color
HEWLETT-PACKARD	COLOR LASERJET CP3505	CNBC7B71TB	Color
HEWLETT-PACKARD	COLOR LASERJET CP3505	CNBC78217H	Color
HEWLETT-PACKARD	COLOR LASERJET CP3505	CNBC75F0T5	Color
HEWLETT-PACKARD	COLOR LASERJET CP2025N	CNDS105622	Color
HEWLETT-PACKARD	COLOR LASERJET 5550	JPCBCK00F	Color
HEWLETT-PACKARD	COLOR LASERJET 5500	JPCCK000746	Color
HEWLETT-PACKARD	COLOR LASERJET 4650	JPKAC35750	Color
HEWLETT-PACKARD	COLOR LASERJET 4650	JPHAD15855	Color
HEWLETT-PACKARD	COLOR LASERJET 4600	JPGMD57038	Color
HEWLETT-PACKARD	COLOR LASERJET 4600	JPCKB31927	Color
HEWLETT-PACKARD	COLOR LASERJET 3800	CNWB50198	Color
HEWLETT-PACKARD	COLOR LASERJET 3800	CNTCH27638	Color
HEWLETT-PACKARD	COLOR LASERJET 3800	CNNBB31246	Color
HEWLETT-PACKARD	COLOR LASERJET 3700	CNLBB39185	Color
HEWLETT-PACKARD	COLOR LASERJET 3700	CNLBB38566	Color
HEWLETT-PACKARD	COLOR LASERJET 3600N	CNWDF30418	Color
BROTHER	MFC-9125CN	E2J855879	Color
BROTHER	MFC-7860DW	U62702J1N946099	Black & White

* These Devices do not proactively communicate low toner or out of toner status or alerts. As a result, Supplies for these Devices cannot be replenished automatically. Supplies for these Devices must be ordered directly from the XPS Help Desk when required.

Xerox Print Services Description of Services



Client: SAN DIEGO UNIFIED PORT DISTRICT

XPS Services Contract Number: 7143687-002

SERVICES COMMENCEMENT DATE. Xerox will notify Client in writing when Xerox reasonably determines that Break Fix Service and Supplies, as applicable, are available for the Managed Devices ("Services Commencement Date"). Xerox Contracted Devices may be installed prior to the Services Commencement Date. Regardless of the Services Commencement Date for Managed Devices, Basic/Maintenance Services and Consumable Supplies for Xerox Contracted Devices are provided as of the installation date per the terms of the Equipment Agreement.

1. **DEVICE MANAGEMENT SERVICES.** Xerox will use the Xerox Tools and Xerox Client Tools (collectively "Tools") to monitor networked Managed Devices. The Tools provide automatic service and supplies alerts to the Xerox Help Desk (e.g. low toner), automated meter collection, new device discovery, and device data collection for reporting. The Tools periodically scan the Client's network for devices which may be eligible to be Managed Devices. Devices identified through this process may be added as Managed Devices and billed at the rates identified in Exhibit A to the XPS Services Contract.

2. REPAIR SERVICES.

- For Xerox Contracted Devices, Xerox will provide Basic Services or Maintenance Services per the Equipment Agreement.
- For Managed Devices identified as "Break Fix Service included" in Exhibit A to the XPS Services Contract, Xerox will keep the Managed Devices in good working order as set forth below ("Break Fix Services"). If a Managed Device failure cannot be resolved remotely, Xerox will dispatch a service technician to perform Break Fix Services, which will usually be the next business day. For select Managed Devices identified on Exhibit B that do not qualify for on-site Break Fix services, Xerox will provide Device Exchange services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 8:00AM to 5:00PM local time ("XPS Service Hours"). Technicians are not dispatched for preventative maintenance or cleaning.
- If Xerox determines that a Managed Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, Xerox will discontinue Break Fix Service and Client may: (i) replace such device at its own expense with a device that is then supported by Xerox; or (ii) notify Xerox to delete such device from the XPS Services Contract.
- Basic/Maintenance Services and Break Fix Services may be initiated by the Tools for networked Managed Devices, or by Client calling the Xerox Help Desk.

3. SUPPLIES.

- For Xerox Contracted Devices, Xerox will provide Consumable Supplies in accordance with the Equipment Agreement.
- For Managed Devices identified in Exhibit A as "Supplies included", Xerox will furnish the Supplies identified in the XPS Services Contract. Xerox will provide OEM compatible Supplies when available. If Client requires OEM Supplies other than Xerox, Client will be billed for such OEM Supplies. Xerox is not liable for constrained or discontinued Supplies. The Monthly Supplies Shipping Charge identified in Exhibit A to the XPS Services Contract covers standard ground shipping. The cost of second day, overnight, or other non-standard shipping will be billed to Client.
- Requests for Supplies and Consumable Supplies may be placed by the Tools or by Client calling the Xerox Help Desk. For those Managed Devices that do not proactively communicate low toner or out of toner status or alerts, the Client will have to order Supplies or Consumable Supplies directly from the XPS Help Desk when required. To prevent excessive shipment of Supplies or Consumable Supplies, Xerox may: (i) check the current toner level to validate a low toner condition; and (ii) check the metered impression volume since the last shipment to determine if impression volume exceeds the expected yield. If these conditions are not satisfied, Supplies or Consumable Supplies will be billed to Client. Cleaning kits and print media (e.g. paper) may be ordered from the Xerox Help Desk and will be billed to Client. Xerox may not provide Supplies or Consumable Supplies if a current meter read is not received for a networked Managed Device.

4. **XEROX HELP DESK.** The Xerox Help Desk is available during the XPS Service Hours to receive, track, escalate, process and close service issues, remotely resolve certain issues, and process Client requests for Break Fix Services, Supplies and Consumable Supplies.

5. **MOVE, ADD, CHANGE, DISPOSE PROCESS.** The Move, Add, Change and Dispose ("MACD") process is used to track and revise the Managed Devices. Under the MACD process, "Adds", "Changes" and "Disposals" may modify the amount billed. For transactions that involve acquisition or termination of Xerox Contracted Devices, the terms of the Equipment Agreement will govern. Early termination or other charges, if any, for a terminated Xerox Contracted Device will be billed according to the terms of the Equipment Agreement.

6. **REPORTING.** Xerox standard monthly reports will be provided for the Managed Devices.

7. CLIENT RESPONSIBILITIES. Client will:

- Provide a Customer Asset Coordinator ("CAC") as its primary point of contact with Xerox during the start-up, implementation and ongoing delivery of XPS Services. The CAC is authorized to process and approve MACD transactions.
- Provide a Customer IT Contact as its primary contact to Xerox to facilitate IT related activities and processes.
- Provide or validate MACD information and approve changes in Managed Device status as they occur, through the MACD process.
- Notify the Xerox Help Desk if Client wishes to relocate a Managed Device, and Xerox will advise Client if XPS Services are available at the new location.
- Assure that networked Managed Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network.
- Provide a dedicated PC or server, as required, that is connected to Client's network at all times ("Client PC"), and allow Xerox to install, use, access, update and maintain the Tools on the Client PC. The Tools cannot be installed on a PC or server where other SNMP-based applications or other Xerox Tools are installed, because they may interfere with the Tools.
- Ensure that proper virus protection is installed, maintained, and enabled on the Client PC and any servers, desktop workstations, laptop computers and other hardware attached to or hosting any data on Client's network or output environment. Xerox is not responsible for the disruption of XPS Services or loss of functionality of the Tools caused by any of the foregoing. If the Tools become inoperable due to Client implemented changes to its network, Xerox will work with Client to re-install Tools.

Xerox Print Services Description of Services



Client: SAN DIEGO UNIFIED PORT DISTRICT

XPS Services Contract Number: 7143687-002

- h. Assist in implementation of the Tools by providing relevant network information such as the IP address ranges or subnets on which networked Managed Devices reside.
 - i. Distribute Supplies and Consumable Supplies within Client's site (or facilitate Xerox contracted on-site resource to perform this task) and install them in Managed Devices and clear paper jams.
 - j. Resolve any Client network or PC hardware or software issues, or Managed Device software or printing issues not caused by a hard device failure.
 - k. Replace Managed Device cartridges and CRUs (or facilitate Xerox contracted on-site resource to perform this task).
 - l. Respond to call from service technician to validate location and inoperable condition of Managed Device and provide reasonable access to Client's facilities and personnel as required for the performance of XPS Services.
 - m. Ensure that Managed Devices are installed and operating within the OEM's specifications and are readily accessible to the Xerox authorized service representative.
 - n. Submit meter data for networked Managed Devices when such data cannot be provided by the Tools and work with Xerox to enable the Tools to automatically provide meter data from such Devices. If a meter read for a Device has not been provided by the Tools or submitted by Client for 45 days, Xerox may discontinue provision of Supplies and/or Break Fix Services for that Device. If a meter read has not been provided for more than 60 days, Xerox may, at its sole discretion, dispose of the Device from the XPS Services Contract and notify Client.
 - o. Request Basic/Maintenance Services, Break Fix Services, Supplies and/or Consumable Supplies from the Xerox Help Desk for Managed Devices that are not compatible with the Tools.
 - p. Grant or transfer to Xerox sufficient rights to use software owned, licensed or otherwise controlled by Client, as required, solely for the purpose of providing XPS Services.
 - q. Legally dispose of wastes generated from use of Managed Devices and associated Supplies and CRUs.
 - r. Be solely responsible for: (i) determining whether any Managed Devices are under an existing service, warranty, extended warranty and/or supply contract with the manufacturer or a third party dealer, reseller or service provider ("Pre-Existing Contract"); (ii) what action(s), if any, Client should take with respect to Pre-Existing Contracts; and (iii) the payment of any early termination fees or other charges associated with the termination of any Pre-Existing Contract.
8. Xerox will not be liable for delays or services failures, including but not limited to implementation delays, if Client does not perform or facilitate completion of its designated responsibilities.
9. **DEFINITIONS.** Capitalized terms that are not defined below or elsewhere in this Description of Services have the meaning assigned to them in the XPS Services Contract or Equipment Agreement, including any Orders, amendments or addenda thereto.
- a. Asset Management Database: A database that is hosted and maintained by Xerox to facilitate the XPS Services and record and provide reporting on Device activities.
 - b. CRU: Client replaceable units or items that an operator can install without service assistance.
 - c. Device Exchange: Onsite Break Fix Services are not available for a limited number of Managed Device models, which are designated as "Device Exchange" models in Exhibit B to the XPS Services Contract. If a Device Exchange model requires repair, Xerox will ship a replacement device to the Client. Client will then ship the defective unit back to Xerox within a specified timeframe or be billed for the replacement device.
 - d. Equipment Agreement: The agreement between Client and Xerox under which Xerox provides Maintenance Services or Basic Services, as applicable, for a Xerox Contracted Device.
 - e. Managed Device(s): The devices identified in Exhibit B of the XPS Services Contract.
 - f. Xerox Contracted Device(s): A Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services, as applicable under an Equipment Agreement.
 - g. XPS Services: The services described in this Description of Services.
 - h. XPS Services Contract: The agreement between Client and Xerox identified above, including any Orders, amendments or addenda thereto, which sets forth the terms and conditions governing this Description of Services.



Services & Solutions Order

under Services Contract # 7143687-001

Customer: SAN DIEGO UNIFIED PORT DISTRICT
Bill To: SAN DIEGO UNIFIED
 PORT DIST
 FINANCE DEPT
 P O BOX 120488
 SAN DIEGO, CA 92112-0488

Services Provided

Service	Description
Centralized Print Services (CPS)	CPS brings production-focused, in-house and commercial, print spending under a single point of control. It utilizes experienced document production experts, advanced digital printing technology, and workflow and applications such as print on demand, web-to-print, and 1:1 marketing.

Order Summary

Agreement	Pricing	Payment
Term 12/1/2014 - 11/30/2019 (60 Months) Issued per Services and Solutions Agreement # 7143687 Attachments to this Order <ul style="list-style-type: none"> • IPSOW 52546 • SOW 52516 	Total for this Order Net Monthly Minimum Charge \$11,672.13 Additional Impression Charges See Meter Pricing Plan (additional to Monthly Minimum Charge)	Taxing Information Tax ID # 700801145

Authorized Signature

Your signature indicates your agreement to the items and pricing in this Order. Signer: _____ Phone: 619-686-6200 Customer Authorized Signature: _____ Date: _____	Thank You for your business! This agreement is proudly presented by Xerox and Lisa M M Ray 619-260-3119 For information on your Xerox Account, Please see your Sales Representative
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Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
1. C75M2 (C75 PRESS LEO NAAO)		\$1,075.75	1: Color	0	N/A	\$0.0496	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$866.00	XRX
			2: Black	0	N/A	\$0.0105				
2. C75EX (EX PRINT SERVER-C75) - Customer Ed - Analyst Services		\$511.04	N/A	N/A	N/A	N/A	- Fixed Price	N	\$490.00	XRX
3. XC60 (XC C60 PRINTER) - Analyst Services		\$354.68	1: Meter 1	0	N/A	\$0.0596	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$281.00	XRX
			2: Meter 2	0	N/A	\$0.0090				
4. C70EFI (EXI C70 E200) - Customer Ed		\$105.00	N/A	N/A	N/A	N/A	- Fixed Price	N	\$100.00	XRX
5. D95CP (D95 COPIER/PRINTER) - Customer Ed - Analyst Services		\$451.88	1: Meter 1	0	N/A	\$0.0070	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$396.00	XRX
6. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services		\$150.15	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	XRX
			2: COLOR	0	N/A	\$0.0496				

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
7.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
8.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	\$165.23	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$135.00	XRX
			2: COLOR	0	N/A	\$0.0496				
9.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	\$165.23	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$135.00	XRX
			2: COLOR	0	N/A	\$0.0496				
10.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	\$165.23	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$135.00	XRX
			2: COLOR	0	N/A	\$0.0496				
11.	W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services	\$150.15	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	XRX
			2: COLOR	0	N/A	\$0.0496				



Services & Solutions Order

under Services Contract # 7143687-001

Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
	12. WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
	13. WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
	14. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services	\$150.15	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	XRX
			2: COLOR	0	N/A	\$0.0496				
	15. W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	\$165.23	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$135.00	XRX
			2: COLOR	0	N/A	\$0.0496				
	16. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services	\$150.15	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	XRX
			2: COLOR	0	N/A	\$0.0496				

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
17. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services	\$150.15	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$125.00	XRX	
		2: COLOR	0	N/A	\$0.0496					
18. WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX	
19. WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX	
20. WC3325DN (WORKCENTRE 3325DN)	\$21.72	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX	
21. WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX	

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
22.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
23.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
24.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
25.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	\$165.23	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price	N	\$135.00	XRX
			2: COLOR	0	N/A	\$0.0496	- Consumable Supplies Included			
26.	WC3325DN (WORKCENTRE 3325DN)	\$21.72	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
27.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
28.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
29.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
30.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
31.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
32.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
33.	WC3325DN (WORKCENTRE 3325DN)	\$21.72	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
34.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX
35.	WC3325DN (WORKCENTRE 3325DN)	\$21.72	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
36.	WC5330PT (WC5330 PRINTR/TANDEM) - Customer Ed - Analyst Services	\$99.84	1: Meter 1	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$86.00	XRX



Services & Solutions Order

under Services Contract # 7143687-001

Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
37.	WC3325DN (WORKCENTRE 3325DN)	\$21.72	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
Total Additions to Monthly Minimum Charge				\$5,881.13						

Staffing & Management Services Added	
Description	Plan Features
Support for Services Provided	- Fixed Price
Total Additions to Monthly Minimum Charge	\$5,791.00

Services Contract
Terms & Conditions

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

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7143687-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

Statement of Work Addendum

Agreement # 7143687-001

Services Defined As Of: 12/01/14

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 excluding holidays For eight (8) hours per day, with standard hours of 8:00am to 5:00pm. And will operate one (1) 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 4 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 2 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 20 % of total requests. Turnaround time is subject to the measurement described in the Standards of Performance herein, maximums described herein, equipment availability & uptime.	PPS-102
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	Turnaround times for jobs requiring procurement of materials or services are negotiated individually.	PPS-103

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

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

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

Statement of Work Addendum

Agreement # 7143687-001

Services Defined As Of: 12/01/14

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code¹
external services.	Turnaround time is subject to the measurement described in the Standards of Performance herein.	
Client Problem Resolution Support resources are available during normal working hours to facilitate resolution of production or technical problems and enhance uptime. A problem resolution process will be developed and mutually agreed upon with the customer.		PPS-104

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

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Statement of Work Addendum

Agreement # 7143687-001

Services Defined As Of: 12/01/14

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
Hosted Web Document Submission Web document submission enables end-users in geographically distributed locations to maximize their productivity and use the Production and Publishing Services described in this Statement of Work. End users can electronically submit black and white or color files from their desktop or remotely, for print production services via a web-based interface that defines printing, finishing, and distribution instructions. Web document submission services are enabled through the use of a password protected hosted Xerox server via the internet. Documents transmitted to and from the server are encrypted using standard protocols.	Written approval from the client's IT department or client management is required to enable the hosted web submission service to be set up and become available to end-users.	PPS-207
Image Scanning Images are scanned from photographic originals or hard copy materials for use in printed documents or web presentment. Scanning resolution and color depth is optimized for the desired application.	Maximum number of scans: __30000 per month Maximum scan resolution required __600____ Maximum size of originals __11__ x 17____	PPS-205
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

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

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Statement of Work Addendum

Agreement # 7143687-001

Services Defined As Of: 12/01/14

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
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 Impression Volume: Monthly_200,000____ Average Impression Volume: Monthly 88,658 One impression is defined as a one-sided letter or legal size (8.5 x 11" or 8.5x14") print.	PPS-300
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 Impression Volume: Monthly____ Per Shift _100,000____ Average Impression Volume: Monthly 22,534____ 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
Walk-up / Convenience Document Production and Copying Xerox receives and processes walk-up requests for multi-set printing and copying of office documents. Walk-up jobs are distinguished from production jobs, as they typically require unscheduled production of customer office documents.	Normal walk-up-job turnaround time will be ____ 4 ____ business hours, from receipt of correct and accurate data, files, and originals and complete job specifications. Actual walk-up turnaround times are agreed upon at time of receipt, and subject to resource availability and workload. Turnaround time is subject to the measurement described in the Standards of Performance herein	PPS-350

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

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



Statement of Work Addendum

Agreement # 7143687-001

Services Defined As Of: 12/01/14

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
Output Delivery Deliver output to client.	Output will be delivered via (<i>check all that apply</i>) <input checked="" type="checkbox"/> Pickup <input checked="" type="checkbox"/> Mailing and Shipping <input checked="" type="checkbox"/> On-site (Admin building) distribution Number of locations to deliver to: <input type="text" value="0"/> Local Delivery within radius of <input type="text" value="0"/> miles	PPS-401

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

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

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

Statement of Work Addendum



Agreement # 7143687-001

Services Defined As Of: 12/01/14

Service Component Work Process Descriptions	Service Configuration Parameters	Service Market Code ¹
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: _1000____ with maximum page counts of ____100_ pages per set	F-103
GBC Bind	Max binds per shift: _50____ With bind sizes of _1/4____ to 2 inch____	F-106
Tape Bind	Max binds per shift: __200____	F-107

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.

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.

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.

Note: Xerox production operator is available to assist client with other Xerox contracted machines during periods of down or slow production times, when available.

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.

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.

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

MPS Final Configuration – MFD Price List

Page 108 of 160 A

Pricing Exhibit

San Diego Unified Port District

Product	Descriptions/Accessories	Copies Per Minute	Term (mos)	Monthly Minimum Charge	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
WC3325DN	WorkCentre 3325DN Desktop B/W PRINT/COPY/SCAN/FAX/E-MAIL	37	60*	\$21.94	\$0.0061	N/A	Yes	No	No	N/A
WC5330PT	WorkCentre 5330 Office B/W PRINT/COPY/SCAN/FAX/EM AIL with office finisher	30	60*	\$99.88	\$0.0061	N/A	Yes	Yes	Yes	Yes
W7835PT	WorkCentre 7835 Office Color PRINT/COPY/SCAN/FAX/EM AIL with office finisher	35	60*	\$150.16	\$0.0061	\$0.0496	Yes	Yes	Yes	Yes
W7855PT	WorkCentre 7855 Office Color PRINT/COPY/SCAN/FAX/EM AIL with office finisher	55	60*	\$165.46	\$0.0061	\$0.0496	Yes	Yes	Yes	Yes
To be added at a later time:										
Xerox Mobile Print	Mobile Print Software that allows users to send print jobs from email-enabled devices.	N/A	60*	\$52.51	N/A	N/A	N/A	Yes	Yes	N/A
Vend Station	Vend station device that accepts all forms of payment while printing out a paper receipt	N/A	60*	\$261.00	N/A	N/A	No	Yes	Yes	N/A

Pricing is reflected on machines for this order - workup #203218



Invoice Presentment Statement of Work

Agreement # 7143687-001

Services Defined As Of: 11/15/2015

Invoice Presentment Options

- ☒ Consolidation at Contract Level – 3 Sub Totals for Minimum

Back-up Reporting Options

- ☒ None Required

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.

- ☒ Non Consumable Supplies Included in Contract (Please describe below)

Staples

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

The following project plan outlines the activities and timelines necessary to meet your objectives:

Xerox Print Services

Project Plan	Assigned Personnel	Target Start Date	Schedule (estimated time)
Activities			
Board Meeting & Contract Approval	N/A	11/4/2015	1 Day
Meet with departmental staff to review Xerox MFD replacement models, get sign off on delivery date & discuss implementation plan including installation requirements & training	Lisa & Joe	11/5/2014	2 Days
Begin change management activities including developing print policy plan, communications (executive email announcement & posters) & optimization of print environment	Xerox Team & Port IT	11/6/2014	Ongoing
Order MFD equipment (hardware and software)	Lisa Ray	11/7/14	2 Days
MPS Kickoff Meeting to review helpdesk workflow, billing & reporting, roles & responsibilities, change management & implementation steps	Xerox Team & Port IT	11/12/14	2 Hours
Submit pre-installation network specifications to Helpdesk team, Installation personnel to work with District IT to pre-set up each unit with network information, IP address if available, etc.	Lisa Ray & Steve Nguyen	11/13/14	1 Week
Xerox to deliver new MFD's and de-install existing equipment	Lisa Ray	11/17/14, stagger installs	45 days
District IT & Xerox to pre-set up each unit with network information, IP address if available, etc.	Steve Nguyen	11/17/14	45 days
Xerox Remote Helpdesk Installation team works with District staff to install all print drivers	Steve Nguyen	11/17/14	45 days
Testing to complete by Xerox and District. After device is fully operational, Xerox dedicated technology trainers will arrive onsite.	Lisa Ray	11/17/14	45 days
Coordinate a time for an hour session of detailed hands on training per new MFD segment placed at each agency site.	Lisa Ray	11/18/14	45 days
MPS Go Live Client Meeting to review account data & configuration, scope of fleet is 100% accurate, no open issues remain & confirm Go Live Date	David	12/15/14	1 Hour

Document Production and Publishing

Project Plan	Assigned Personnel	Target Start Date	Schedule (estimated time)
Activities			
Board Meeting & Contract Approval	N/A	11/4/2015	1 Day
Meet with CCS/Records staff to get sign off on delivery date & discuss implementation plan including installation requirements & training	Bassem, Bruce, and Port team	11/5/2014	1 Days
Begin Xerox Job Ticket and Catalog Software development and implementation	Bassem and Xerox Team	11/5/2014	30 days
CCS District Kickoff Meeting to review helpdesk workflow, billing & reporting, roles & responsibilities, change management & implementation steps	Bassem & Shoshana	11/6/14	1 week
Begin change management activities including developing print policy plan, communications (executive email announcement & posters) & optimization of print environment	Lisa, Bassem & Port team	11/6/2014	Ongoing
Order MFD equipment (hardware and software)	Lisa Ray and Bassem Elsayeh	11/7/14	2 Days
Submit pre-installation network specifications to Helpdesk team, Installation personnel to work with District IT to pre-set up each unit with network information, IP address if available, etc.	Bassem and Bruce	11/10/2014	2 Days
Xerox to deliver new Production Printers	Bassem and Bruce	11/24/2014	3 days
Training/shadowing for Client Associate (CA)	CA and current Port CCS associate	11/24/2014	2 weeks
CCS Go Live Client Meeting to review account data & configuration, scope of work is 100% accurate, no open issues remain & confirm Go Live Date	Bassem and Bruce	11/25/2014	1 Hour
CCS Go Live	Bassem, CA, and Port team	12/1/2014	Ongoing

DRAFT

RESOLUTION 20xx-xxx

RESOLUTION AUTHORIZING AGREEMENT WITH XEROX CORPORATION TO PROVIDE MANAGED PRINT SERVICES AND DOCUMENT PRODUCTION AND PUBLISHING FOR 5 YEARS WITH 2 OPTIONAL ONE-YEAR EXTENSIONS FOR A TOTAL AGGREGATE NOT TO EXCEED AMOUNT PAYABLE UNDER THE AGREEMENT OF \$995,000

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

WHEREAS, in July, 2013, as an outcome of the Fiscal Year 2012/2013 budget deficit, the District's Chief Executive Officer commissioned two committees comprised of District staff; and

WHEREAS, the committees are the Revenue Generation Committee and Sustainable Cost Reduction and Cost Avoidance Committee; and

WHEREAS, the Sustainable Cost Reduction and Cost Avoidance Committee identified an opportunity to consolidate and outsource printing and document production services; and

WHEREAS, various studies were undertaken to investigate the feasibility of such a program to reduce costs as well as reduce the District's overall environmental footprint in the printer, copier and faxing environment; and

WHEREAS, the studies indicated that implementation of a managed print services and document production and publishing program (the Program) could cut costs; and

WHEREAS, Program savings will be realized by assisting the District to monitor and manage the print infrastructure and improving the functionality of document generation and use; and

WHEREAS, in addition, the Program will significantly reduce technical staff time required to support print functions, reduction in outsourced print jobs, save physical storage space currently used for consumables, eliminate

20xx-xxx

administrative time required to manage consumables, and increase control of print output. Consolidating all of these services and selecting one or more specialty vendors to perform these services optimizes the District's printing and imaging capabilities by streamlining equipment maintenance and reducing the number of equipment service and repair agreements, thereby reducing overall print costs; and

WHEREAS, On April 17, 2014, District staff issued Request for Proposals 14-15 (RFP No. 14-15) for Managed Print Services and Document Production and Publishing services; and

WHEREAS, the District notified fifty two (52) firms electronically and received seven (7) bids, all of which were deemed responsive; and

WHEREAS, evaluations were performed by a panel comprised of District staff from the Business Information and Technology Services department, Procurement department, and Office of the District Clerk; and

WHEREAS, the panel analyzed the proposals, conducted interviews, and ranked the firms according to the criteria established in RFP No. 14-15; and

WHEREAS, using the District's decision analysis process, the panel selected Xerox Corporation based upon their ability to provide all the requested services at the most reasonable cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or his designated representative is hereby authorized and directed on behalf of the San Diego Unified Port District to enter into an agreement with Xerox Corporation to provide managed print services and document production and publishing for 5 years with 2 optional one-year extensions for a total aggregate not to exceed amount payable under the agreement of \$995,000.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 4th day of November, 2014, by the following vote:

February 1, 2018

Lisa Ray
Client Manager, State and Local Government
Large Enterprise Operations – San Diego
Xerox Corporation
Email: Lisa.ray@xerox.com

Dear Lisa,

Per your agreement with the San Diego Unified Port District (master services agreement number 7143687) dated March 26, 2015 the District hereby grants Option Years 1 and 2 of the agreement commencing December 1, 2019 and shall terminate on November 30, 2021.

All other terms, covenants, and conditions in the original agreement shall remain in full force and effect and shall be applicable to these options.

Sincerely,



Keith Coffey
Chief Technology Officer

(4)

Order

under Services Contract # 7143687-001

Customer: SAN DIEGO UNIFIED PORT DISTRICT
Bill To: SAN DIEGO UNIFIED
PORT DIST
FINANCE DEPT
P O BOX 120488
SAN DIEGO, CA 92112-0488



**REFERENCE
COPY**

62553

Order Summary

Agreement	Pricing
Term 6/1/2018 - 11/30/2021 (42 Months) Issued per Xerox agreement # 7143687 Attachments to this Order • None	Total for this Order Net Monthly Minimum Charge \$368.32 Additional to Monthly Minimum Charge Impression Charges See Meter Pricing Plan

Authorized Signature

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

Signer: Keith Coffey

Phone: 619-686-6200

Customer Authorized Signature: _____

Keith Coffey

Date: _____

7-11-18

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

Lisa M M Ray
619-260-3119

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

Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge				
1.	1AB190273: Accessory Add - GBC ADV PUNCH PRO	1: Color Impressions	0	N/A	\$0.0000	- 42 months - Monthly Meter Reconciliation - Fixed Price	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
		2: Black and White Impressions	0	N/A	\$0.0000				
		3: Color Large Impressions	0	N/A	\$0.0000				
		4: Extra Long Impressions	0	N/A	\$0.0000				

Order

under Services Contract # 7143687-001


**Services Contract
Terms & Conditions**

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

EXTRA LONG PRINTS: The following Equipment model(s), V180B may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server /DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation") (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.

The following terms apply to FreeFlow Software licensed to U.S. government customers:

- a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).
- b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

Order

under Services Contract # 7143687-001


**Services Contract
Terms & Conditions**

- c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

- a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023>.
- b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
- c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
- d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.
- e. No High Risk Use. WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant.

The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7143687-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

(4)

Order

under Services Contract # 7143687-001

Customer: SAN DIEGO UNIFIED PORT DISTRICT
Bill To: SAN DIEGO UNIFIED
PORT DIST
FINANCE DEPT
P O BOX 120488
SAN DIEGO, CA 92112-0488



**REFERENCE
COPY**

62553

Order Summary

Agreement	Pricing
Term 8/1/2018 - 11/30/2021 (40 Months) Issued per Xerox agreement # 7143687 Attachments to this Order <ul style="list-style-type: none">• None	Total for this Order Net Monthly Minimum Charge \$379.77 Additional to Monthly Minimum Charge Impression Charges See Meter Pricing Plan

Authorized Signature

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

Signer: Keith Coffey

Phone: 619-686-6200

Customer Authorized Signature: 

Date: 7-20-18

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

Lisa M M Ray
619-260-3119

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

Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge				
1.	1AB190273: Accessory Add - GBCADV PUN (GBC ADV PUNCH PRO)	1: Color Impressions	0	N/A	\$0.0000	- 40 months - Monthly Meter Reconciliation - Fixed Price	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
		2: Black and White Impressions	0	N/A	\$0.0000				
		3: Color Large Impressions	0	N/A	\$0.0000				
		4: Extra Long Impressions	0	N/A	\$0.0000				

Order

under Services Contract # 7143687-001


**Services Contract
Terms & Conditions**

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

EXTRA LONG PRINTS: The following Equipment model(s), V180B may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server /DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation") (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.

The following terms apply to FreeFlow Software licensed to U.S. government customers:

- a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).
- b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

Order

under Services Contract # 7143687-001


**Services Contract
Terms & Conditions**

- c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

- a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023>.
- b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
- c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
- d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.
- e. No High Risk Use. WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant.

The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

NON-XEROX PRODUCTS. Certain Third Party Hardware, GBCADVUN, was selected by you as a part of this Order ("Non-Xerox Products"). All terms and conditions applicable to Third Party Hardware under the Agreement shall apply to the Non-Xerox Products. Notwithstanding the order of precedence language set forth in the Agreement or anything to the contrary in the Agreement, previous Orders or Orders after this Order, Customer and Xerox agree that the language in this Section applies to the Non-Xerox Products included in this Order only. For the sole purpose of Xerox providing Maintenance Services to the Non-Xerox Products, "Maintenance Services" as defined and described in the Agreement shall be deemed to include the Non-Xerox Products as if such products were Xerox-brand equipment. To the extent that the terms and conditions of this Order are contrary to those in the Agreement, for purposes of this Order only, you and Xerox intend to amend the conflicting terms and conditions of the Agreement in favor of and in accordance with the terms and conditions of this Order. You accept such amendment by signing this Order and Xerox accepts this amendment by its signature on this Order or by commencing performance.

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7143687-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

(3)

Order

under Services Contract # 7143687-001

Customer: SAN DIEGO UNIFIED PORT DISTRICT
Bill To: SAN DIEGO UNIFIED
PORT DIST
FINANCE DEPT
P O BOX 120488
SAN DIEGO, CA 92112-0488



**REFERENCE
COPY**

62553

Order Summary

Agreement	Pricing
Term 8/1/2016 - 7/31/2021 (60 Months) Issued per Xerox agreement # 7143687 Attachments to this Order • None	Total for this Order Net Monthly Minimum Charge \$463.12 Additional to Monthly Minimum Charge Impression Charges See Meter Pricing Plan

Authorized Signature

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

Signer: Jeff Benedict

Phone: 619-686-4100

Customer Authorized Signature: 

Date: 

Thank You for your business!
This agreement is proudly presented by Xerox and
Lisa M M Ray
619-260-3119
For information on your Xerox Account,
Please see your Sales Representative

Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)		
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Owner
1.	E2B658592: XC60 (XC C60 PRINTER) - Customer Ed - Analyst Services	1: Color 2: Black	0 0	N/A N/A	\$0.0596 \$0.0090	-60 months - Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
2.	R7B592130: C70EFI (EXI C70 E200) - Customer Ed - Analyst Services	N/A	N/A	N/A	N/A	-60 months - Fixed Price	N	XRX

Order

under Services Contract # 7143687-001


**Services Contract
Terms & Conditions**

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(3)

Order

under Services Contract # 7143687-001

Customer: SAN DIEGO UNIFIED PORT DISTRICT
Bill To: SAN DIEGO UNIFIED
PORT DIST
FINANCE DEPT
P O BOX 120488
SAN DIEGO, CA 92112-0488



**REFERENCE
COPY
62553**

Order Summary

Agreement	Pricing
Term 9/1/2016 - 8/31/2021 (60 Months) Issued per Xerox agreement # 7143687 Attachments to this Order • None	Total for this Order Net Monthly Minimum Charge \$166.91 Additional to Monthly Minimum Charge Impression Charges See Meter Pricing Plan

Authorized Signature

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

Signer: Jeff Benedict

Phone: 619-686-4100

Customer Authorized Signature: _____

Date: 7/28/2016

Thank You for your business!
This agreement is proudly presented by Xerox and
Lisa M M Ray
619-260-3119
For information on your Xerox Account,
Please see your Sales Representative

Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)			
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Install Location	Owner
1.	W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services	1: BLACK	0	N/A	\$0.0061	- 60 months - Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
		2: COLOR	0	N/A	\$0.0496				

Order

under Services Contract # 7143687-001


**Services Contract
Terms & Conditions**

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Services & Solutions Order

under Services Contract # 7143687-001

Customer: SAN DIEGO UNIFIED PORT DISTRICT
Bill To: SAN DIEGO UNIFIED
 PORT DIST
 FINANCE DEPT
 P O BOX 120488
 SAN DIEGO, CA 92112-0488

**REFERENCE
COPY**



62553

Services Provided

Service	Description
Centralized Print Services (CPS)	CPS brings production-focused, in-house and commercial, print spending under a single point of control. It utilizes experienced document production experts, advanced digital printing technology, and workflow and applications such as print on demand, web-to-print, and 1:1 marketing.

Order Summary

Agreement	Pricing
Term 4/1/2015 - 3/31/2020 (60 Months) Issued per Services and Solutions Agreement # 7143687 Attachments to this Order • None	Total for this Order Net Monthly Minimum Charge \$2,072.62 Additional Impression Charges See Meter Pricing Plan (additional to Monthly Minimum Charge)

Approved as to form and legality:
GENERAL COUNSEL

[Signature]
 By: John N. Carter, Deputy

Authorized Signature

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

Signer: Deborah Finley

Phone: 619-686-4000

Customer Authorized Signature: *[Signature]*

Date:

3/26/15

Thank You for your business!
 This agreement is proudly presented by Xerox and
Lisa M M Ray
619-260-3119
 For information on your Xerox Account,
 Please see your Sales Representative

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
1. W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services		\$166.91	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$136.00	XRX
			2: COLOR	0	N/A	\$0.0496				
2. W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services		\$166.91	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$136.00	XRX
			2: COLOR	0	N/A	\$0.0496				
3. W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services		\$166.91	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$136.00	XRX
			2: COLOR	0	N/A	\$0.0496				
4. W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services		\$166.91	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$136.00	XRX
			2: COLOR	0	N/A	\$0.0496				
5. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services		\$151.84	1: BLACK	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$127.00	XRX
			2: COLOR	0	N/A	\$0.0496				

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
6. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services		\$151.84	1: BLACK	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$127.00	XRX
			2: COLOR	0	N/A	\$0.0496				
7. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services		\$151.84	1: BLACK	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$127.00	XRX
			2: COLOR	0	N/A	\$0.0496				
8. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services		\$151.84	1: BLACK	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$127.00	XRX
			2: COLOR	0	N/A	\$0.0496				
9. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services		\$151.84	1: BLACK	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$127.00	XRX
			2: COLOR	0	N/A	\$0.0496				
10. W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services		\$151.84	1: BLACK	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$127.00	XRX
			2: COLOR	0	N/A	\$0.0496				

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
11.	W7835PT (W7835PT TANDEM) - Customer Ed - Analyst Services	\$151.84	1: BLACK	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$127.00	XRX
			2: COLOR	0	N/A	\$0.0496				
12.	WC6605DN (WORKCENTRE 6605)	\$29.74	1: BW	0	N/A	\$0.0227	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$24.00	XRX
			2: Color	0	N/A	\$0.1471				
13.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$10.00	XRX
14.	WC6605DN (WORKCENTRE 6605)	\$29.74	1: BW	0	N/A	\$0.0227	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$24.00	XRX
			2: Color	0	N/A	\$0.1471				
15.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$10.00	XRX

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
16.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
17.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
18.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
19.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
20.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
21.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$10.00	XRX
22.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$10.00	XRX
23.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$10.00	XRX
24.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$10.00	XRX
25.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	-Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	\$10.00	XRX

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)				
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
26.	WC3325DN (WORKCENTRE 3325DN)	\$21.74	1: BW	0	N/A	\$0.0061	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$10.00	XRX
Total Additions to Monthly Minimum Charge			\$2,072.62							

Services & Solutions Order

under Services Contract # 7143687-001



Services Contract Terms & Conditions

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(3)

Services & Solutions Order

under Services Contract # 7143687-001

Customer: SAN DIEGO UNIFIED PORT DISTRICT
Bill To: SAN DIEGO UNIFIED
 PORT DIST
 FINANCE DEPT
 P O BOX 120488
 SAN DIEGO, CA 92112-0488

**REFERENCE
COPY**

62553

Services Provided	
Service	Description
Centralized Print Services (CPS)	CPS brings production-focused, in-house and commercial, print spending under a single point of control. It utilizes experienced document production experts, advanced digital printing technology, and workflow and applications such as print on demand, web-to-print, and 1:1 marketing.

Order Summary		
Agreement	Pricing	Payment
Term 4/1/2015 - 3/31/2020 (60 Months) Issued per Services and Solutions Agreement # 7143687 Attachments to this Order • None	Total for this Order Net Monthly Minimum Charge \$534.53 Additional Impression Charges See Meter Pricing Plan (additional to Monthly Minimum Charge)	Taxing Information Tax ID # 700801145

Approved as to form and legality:
GENERAL COUNSEL

By: John N. Carter, Deputy

Authorized Signature	
Your signature indicates your agreement to the items and pricing in this Order. Signer: <u>D.L. FINLEY</u> Phone: 619-686-6200 Customer Authorized Signature: <u>[Signature]</u> Date: <u>3/26/15</u>	Thank You for your business! This agreement is proudly presented by Xerox and Lisa M M Ray 619-260-3119 For information on your Xerox Account, Please see your Sales Representative

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)			
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
1. XC70 (XC C70 PRINTER) - Customer Ed - Analyst Services		1: Color	0	N/A	\$0.0596	- Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	\$343.00	XRX
		2: Black	0	N/A	\$0.0090				
2. C70EFI (EXI C70 E200)		N/A	N/A	N/A	N/A	- Fixed Price	N	\$98.00	XRX

Services & Solutions Order

under Services Contract # 7143687-001



Services Contract Terms & Conditions

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

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7143687-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

(4)

Services & Solutions Order

under Services Contract # 7143687-001

Customer: SAN DIEGO UNIFIED PORT DISTRICT
Bill To: SAN DIEGO UNIFIED
 PORT DIST
 FINANCE DEPT
 P O BOX 120488
 SAN DIEGO, CA 92112-0488



Services Provided	
Service	Description
Centralized Print Services (CPS)	CPS brings production-focused, in-house and commercial, print spending under a single point of control. It utilizes experienced document production experts, advanced digital printing technology, and workflow and applications such as print on demand, web-to-print, and 1:1 marketing.

Order Summary	
Agreement	Pricing
Term 4/1/2015 - 11/30/2019 (56 Months) Issued per Services and Solutions Agreement # 7143687 Attachments to this Order • None	Total for this Order Net Monthly Minimum Charge \$63.84 Additional Impression Charges See Meter Pricing Plan (additional to Monthly Minimum Charge)

**REFERENCE
COPY
62553**

Approved as to form and legality:
GENERAL COUNSEL

[Signature]
 By: John N. Carter, Deputy

Authorized Signature	
Your signature indicates your agreement to the items and pricing in this Order.	
Signer: Deborah Finely Phone: 619-686-4000 Customer Authorized Signature: <i>[Signature]</i>	Date: <i>3/26/15</i> Thank You for your business! This agreement is proudly presented by Xerox and Lisa M M Ray 619-260-3119 For information on your Xerox Account, Please see your Sales Representative

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				(staples included for equipment with a stapling feature)			
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
1.	AE9552939: : FINLX-3HP: (WC5330 PRINTR/TANDEM) Accessory Add	1: Meter 1	0	N/A	\$0.0000	-Monthly Meter Reconciliation -Fixed Price	N	\$4.00	XRX
2.	MX4737309: FINLX-3HP: : (W7855PT TANDEM) Accessory Add	1: BLACK	0	N/A	\$0.0000	-Monthly Meter Reconciliation -Fixed Price	N	\$4.00	XRX
		2: COLOR	0	N/A	\$0.0000				
3.	AE9553855: : FINLX-3HP: (WC5330 PRINTR/TANDEM) Accessory Add	1: Meter 1	0	N/A	\$0.0000	-Monthly Meter Reconciliation -Fixed Price	N	\$4.00	XRX
4.	AE9554232: : FINLX-3HP: (WC5330 PRINTR/TANDEM) Accessory Add	1: Meter 1	0	N/A	\$0.0000	-Monthly Meter Reconciliation -Fixed Price	N	\$4.00	XRX
5.	AE9554214: : FINLX-3HP: (WC5330 PRINTR/TANDEM) Accessory Add	1: Meter 1	0	N/A	\$0.0000	-Monthly Meter Reconciliation -Fixed Price	N	\$4.00	XRX
6.	AE9552938: : FINLX-3HP: (WC5330 PRINTR/TANDEM) Accessory Add	1: Meter 1	0	N/A	\$0.0000	-Monthly Meter Reconciliation -Fixed Price	N	\$4.00	XRX
7.	MX1426961: FINLX-3HP: : (W7835PT TANDEM) Accessory Add	1: BLACK	0	N/A	\$0.0000	-Monthly Meter Reconciliation -Fixed Price	N	\$4.00	XRX
		2: COLOR	0	N/A	\$0.0000				
8.	MX4737312: FINLX-3HP: : (W7855PT TANDEM) Accessory Add	1: BLACK	0	N/A	\$0.0000	-Monthly Meter Reconciliation -Fixed Price	N	\$4.00	XRX
		2: COLOR	0	N/A	\$0.0000				

Services & Solutions Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan			(staples included for equipment with a stapling feature)				
Item	Description	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	MECs	Owner
9. MX4737323: FINLX-3HP: : (W7855PT TANDEM) Accessory Add		1: BLACK	0	N/A	\$0.0000	- Monthly Meter Reconciliation - Fixed Price	N	\$4.00	XRX
		2: COLOR	0	N/A	\$0.0000				
10. MX1427052: FINLX-3HP: : (W7835PT TANDEM) Accessory Add		1: BLACK	0	N/A	\$0.0000	- Monthly Meter Reconciliation - Fixed Price	N	\$4.00	XRX
		2: COLOR	0	N/A	\$0.0000				
11. MX1427186: FINLX-3HP: : (W7835PT TANDEM) Accessory Add		1: BLACK	0	N/A	\$0.0000	- Monthly Meter Reconciliation - Fixed Price	N	\$4.00	XRX
		2: COLOR	0	N/A	\$0.0000				
12. MX1427150: FINLX-3HP: : (W7835PT TANDEM) Accessory Add		1: BLACK	0	N/A	\$0.0000	- Monthly Meter Reconciliation - Fixed Price	N	\$4.00	XRX
		2: COLOR	0	N/A	\$0.0000				
13. MX4737306: FINLX-3HP: : (W7855PT TANDEM) Accessory Add		1: BLACK	0	N/A	\$0.0000	- Monthly Meter Reconciliation - Fixed Price	N	\$4.00	XRX
		2: COLOR	0	N/A	\$0.0000				
14. MX1427000: FINLX-3HP: : (W7835PT TANDEM) Accessory Add		1: BLACK	0	N/A	\$0.0000	- Monthly Meter Reconciliation - Fixed Price	N	\$4.00	XRX
		2: COLOR	0	N/A	\$0.0000				

Services & Solutions Order

under Services Contract # 7143687-001



Services Contract Terms & Conditions

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(8)

Order

under Services Contract # 7143687-001

Customer: SAN DIEGO UNIFIED PORT DISTRICT
Bill To: SAN DIEGO UNIFIED
PORT DIST
FINANCE DEPT
P O BOX 120488
SAN DIEGO, CA 92112-0488



**REFERENCE
COPY
62553**

Order Summary

Agreement	Pricing
Term 3/1/2019 - 11/30/2021 (33 Months)	Total for this Order
Issued per Xerox agreement # 7143687	Net Monthly Minimum Charge \$88.20
Attachments to this Order • None	Additional to Monthly Minimum Charge Impression Charges See Meter Pricing Plan

Mar 6, 2019

Authorized Signature

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

Signer: Keith Coffey

Phone: 619-686-4100

Mar 12, 2019

Customer Authorized Signature: Keith Coffey

Date: _____

Thank You for your business!
This agreement is proudly presented by Xerox and
Lisa M M Ray
619-260-3119
For information on your Xerox Account,
Please see your Sales Representative

Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added		Meter Pricing Plan				Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Meter	Monthly Impressions in Plan	Pool Identifier	Additional Impression Charge				
1.	WC3345DNI (WORKCENTRE 3345)	1: Black and White Impressions	0	N/A	\$0.0195	- 33 months - Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
2.	WC3345DNI (WORKCENTRE 3345)	1: Black and White Impressions	0	N/A	\$0.0195	- 33 months - Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
3.	WC3345DNI (WORKCENTRE 3345)	1: Black and White Impressions	0	N/A	\$0.0195	- 33 months - Monthly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX

Order



under Services Contract # 7143687-001

Services Contract
Terms & Conditions

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Certificate Of Completion

Envelope Id: 729E1FACD93143E995AE81DD13081DE8

Status: Completed

Subject: Please DocuSign: XEROX Work Order

Source Envelope:

Document Pages: 7

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 1

Natalia Jimenez

AutoNav: Enabled

3165 Pacific Highway

EnvelopeId Stamping: Enabled

San Diego, CA 92101

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

njimenez@portofsandiego.org

IP Address: 207.215.153.162

Record Tracking

Status: Original

Holder: Natalia Jimenez

Location: DocuSign

3/6/2019 9:04:11 AM

njimenez@portofsandiego.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: San Diego Unified Port District

Location: DocuSign

Signer Events

Keith Coffey

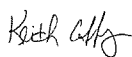
kcoffey@portofsandiego.org

CTO

Port of San Diego

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Uploaded Signature Image

Using IP Address: 174.213.10.107

Signed using mobile

Timestamp

Sent: 3/6/2019 9:16:22 AM

Viewed: 3/12/2019 2:37:33 PM

Signed: 3/12/2019 2:38:03 PM

Electronic Record and Signature Disclosure:

Accepted: 12/21/2018 3:51:51 PM

ID: bd4b287c-db56-42ce-869d-e40be61e380c

Tracey Sandberg

tsandberg@portofsandiego.org

Security Level: Email, Account Authentication
(None)



Signature Adoption: Uploaded Signature Image

Using IP Address: 207.215.153.162

Sent: 3/6/2019 9:16:23 AM

Viewed: 3/6/2019 11:53:15 AM

Signed: 3/6/2019 11:53:37 AM

Electronic Record and Signature Disclosure:

Accepted: 2/5/2019 2:11:46 PM

ID: f8fbbb75-6711-4b29-889c-f8bc23bdbc09

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/6/2019 9:16:23 AM

Envelope Summary Events		Status	Timestamps	Page 148 of 160 A
Certified Delivered		Security Checked	3/12/2019 2:37:33 PM	
Signing Complete		Security Checked	3/12/2019 2:38:03 PM	
Completed		Security Checked	3/12/2019 2:38:03 PM	
Payment Events		Status	Timestamps	
Electronic Record and Signature Disclosure				

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, San Diego Unified Port District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact San Diego Unified Port District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rsanagus@portofsandiego.org

To advise San Diego Unified Port District of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rsanagus@portofsandiego.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from San Diego Unified Port District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rsanagus@portofsandiego.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with San Diego Unified Port District

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to rsanagus@portofsandiego.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security
Settings:

Allow per session cookies

****** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify San Diego Unified Port District as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by San Diego Unified Port District during the course of my relationship with you.

(9)

Order**under Services Contract # 7143687-001**

Customer: SAN DIEGO UNIFIED PORT DISTRICT
Bill To: SAN DIEGO UNIFIED
PORT DIST
FINANCE DEPT
P O BOX 120488
SAN DIEGO, CA 92112-0488

**REFERENCE
COPY****62553****Order Summary**

Agreement	Pricing
Term 10/1/2019 - 11/30/2021 (26 Months)	Total for this Order
Issued per Xerox agreement # 7143687	Net Monthly Minimum Charge \$352.32
Attachments to this Order • None	Additional to Monthly Minimum Charge
	Impression Charges See Meter Pricing Plan

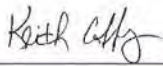
Authorized Signature

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

Signer: Keith Coffey

Phone: 619-686-4100

Oct 9, 2019

Customer Authorized Signature: 

Date:

Thank You for your business!
This agreement is proudly presented by Xerox and
Lisa M M Ray
619-260-3119
For information on your Xerox Account,
Please see your Sales Representative

Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added			Meter Pricing Plan				Plan Features	Modification to Prior Pricing	Install Location	Owner
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge				
1.	WC3345DNI (WORKCENTRE 3345)	\$34.38	1: Black and White Impressions	0	N/A	\$0.0190	-26 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
2.	WC3345DNI (WORKCENTRE 3345)	\$34.38	1: Black and White Impressions	0	N/A	\$0.0190	-26 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
3.	WC3345DNI (WORKCENTRE 3345)	\$34.38	1: Black and White Impressions	0	N/A	\$0.0190	-26 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
4.	WC3345DNI (WORKCENTRE 3345)	\$34.38	1: Black and White Impressions	0	N/A	\$0.0190	-26 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX

Order

under Services Contract # 7143687-001



Xerox Equipment & Software Added			Meter Pricing Plan							
Item	Description	Monthly Minimum Charge	Meter	Monthly Impressions In Plan	Pool Identifier	Additional Impression Charge	Plan Features	Modification to Prior Pricing	Install Location	Owner
5.	WC3345DNI (WORKCENTRE 3345)	\$34.38	1: Black and White Impressions	0	N/A	\$0.0190	-26 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
6.	C400DN (XEROX C400DN)	\$41.24	1: Black and White Impressions	0	N/A	\$0.0240	-26 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
			2: Color Impressions	0	N/A	\$0.1246				
7.	C405DN (XEROX C405DN) - Customer Ed - Analyst Services	\$97.94	1: Black and White Impressions	0	N/A	\$0.0240	-26 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
			2: Color Impressions	0	N/A	\$0.1246				
8.	C400DN (XEROX C400DN)	\$41.24	1: Black and White Impressions	0	N/A	\$0.0240	-26 months -Monthly Meter Reconciliation -Fixed Price -Consumable Supplies Included	N	SAN DIEGO UNIFIED PORT DST 3165 PACIFIC HWY SAN DIEGO, CA 92101-1128	XRX
			2: Color Impressions	0	N/A	\$0.1246				
Total Additions to Monthly Minimum Charge		\$352.32								

Order

under Services Contract # 7143687-001

**Services Contract
Terms & Conditions**

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

EARLY TERMINATION: As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7143687-001, you shall pay early termination charges as noted herein. If, prior to the end of the term of an Order hereunder, you terminate Equipment, require Equipment be removed or replaced or Xerox terminates an Order due to your default, you shall pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component ("MEC"), which is available upon request and includes a disengagement charge, for all affected Equipment multiplied by the number of months remaining in said Order. In addition, you shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox when requested to do so or purchase the subject Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment at the conclusion of its term.

A handwritten signature in black ink, appearing to read "WDM".

W.D. McMinn



Certificate Of Completion

Envelope Id: 84A2AA85D9404B62B6364520279129BF
 Subject: Please DocuSign: Xerox-Additional Printers.pdf
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Catherine Nazal
 3165 Pacific Highway
 San Diego, CA 92101
 cnazal@portofsandiego.org
 IP Address: 207.215.153.162

Record Tracking

Status: Original
 9/27/2019 9:01:47 AM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Catherine Nazal
 cnazal@portofsandiego.org
 Pool: StateLocal
 Pool: San Diego Unified Port District

Location: DocuSign

Location: DocuSign

Signer Events

W.D. McMinn
 bmcminn@portofsandiego.org
 Form and Legality/ Deputy General Counsel
 Security Level: Email, Account Authentication
 (None)

Signature

Signature Adoption: Pre-selected Style
 Using IP Address: 207.215.153.162

Timestamp

Sent: 9/27/2019 9:17:16 AM
 Resent: 10/7/2019 4:01:46 PM
 Viewed: 10/8/2019 8:43:09 AM
 Signed: 10/8/2019 8:43:55 AM

Electronic Record and Signature Disclosure:

Accepted: 10/8/2019 8:43:09 AM
 ID: 139406a7-8952-4908-9e68-581e64005153

Keith Coffey
 kcoffey@portofsandiego.org
 CTO
 Port of San Diego
 Security Level: Email, Account Authentication
 (None)

Signature Adoption: Uploaded Signature Image
 Using IP Address: 174.195.129.156
 Signed using mobile

Sent: 10/8/2019 8:43:57 AM
 Viewed: 10/9/2019 10:07:58 AM
 Signed: 10/9/2019 10:08:40 AM

Electronic Record and Signature Disclosure:

Accepted: 12/21/2018 3:51:51 PM
 ID: bd4b287c-db56-42ce-869d-e40be61e380c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Joseph Chan
 jchan@portofsandiego.org
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 10/9/2019 10:08:42 AM

Electronic Record and Signature Disclosure:

Carbon Copy Events**Status****Timestamp**

Accepted: 2/15/2019 9:19:16 AM

ID: 48c728ce-fed6-48f4-8577-5c721fdb4e7

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/9/2019 10:08:42 AM

Certified Delivered

Security Checked

10/9/2019 10:08:42 AM

Signing Complete

Security Checked

10/9/2019 10:08:42 AM

Completed

Security Checked

10/9/2019 10:08:42 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security
Settings:

Allow per session cookies

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