

## Pool Plan

under Services Contract # 7078493-001

Customer: CITY OF REDLANDS  
Bill To: CITY OF REDLANDS  
ATTN: ACCTS PAYABLE  
35 CAJON ST  
REDLANDS, CA 92373-4746



Pool Information						Meter Pricing Plan		
Pool Identifier	Pool Name	Pool Transaction Type	Pool Meter Type	Meter Reconciliation Period	Pool Plan Effective Date	Pooled Units (Installed or Pending Delivery)	Monthly Impressions Included in Plan	Pool Additional Impression Charge
65043	B/W	Modified	Black & White	Quarterly	10/8/2014	31	127,600	\$0.0050

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

### Authorized Signature

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

Signer: Pete Aguilar, Mayor, City of Redlands

Customer Authorized Signature: Pete Aguilar

ATTEST: [Signature]

Phone: 909-753-5800

Sam Irwin,  
City Clerk

Date: 10/7/14

Thank You for your business!  
This agreement is proudly presented by Xerox and  
**Matt Mehta**  
**909-810-0799**  
For information on your Xerox Account,  
Please see your Sales Representative

## Pool Plan

under Services Contract # 7078493-001

Pool Identifier : 65043

Pool Name : B/W

Pool Meter Type : Black & White



### Xerox Equipment In Pool

Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
1.	W7855PT	Pending Delivery	Added
2.	WC6605DN	Pending Delivery	Added
3.	W7845PT	Pending Delivery	Added
4.	W7845PT	MX4135344	Unchanged
5.	W7845PT	MX4350148	Unchanged
6.	W7845PT	MX4135461	Unchanged
7.	W7845PT	MX4135437	Unchanged
8.	WC7775P	RFX014030	Unchanged
9.	WC7775P	RFX348166	Unchanged
10.	WC5335PT	AE9909729	Unchanged
11.	WC5335PT	AE9910462	Unchanged
12.	WC5335PT	AE9909725	Unchanged
13.	WC5335PT	AE9909746	Unchanged
14.	WC5335PT	AE9910422	Unchanged
15.	WC5335PT	AE9909757	Unchanged
16.	WC5335PT	AE9909754	Unchanged

### Xerox Equipment In Pool

Item	Description	Serial # (if installed)	Equipment Added or Changed in this Order
17.	WC5335PT	AE9909718	Unchanged
18.	WC5335PT	AE9909719	Unchanged
19.	WC5335PT	AE9909705	Unchanged
20.	WC5335PT	AE9910442	Unchanged
21.	WC5335PT	AE9909716	Unchanged
22.	WC5335PT	AE9909756	Unchanged
23.	WC5335PT	AE9910448	Unchanged
24.	5855APT	EX7418201	Unchanged
25.	5855APT	EX7418264	Unchanged
26.	W7845PT	MX4350138	Unchanged
27.	5855APT	EX7418877	Unchanged
28.	5855APT	EX7418728	Unchanged
29.	W7845PT	MX4350153	Unchanged
30.	WC7775P	RFX350211	Unchanged
31.	WC7775P	RFX011711	Unchanged

## Pool Plan

under Services Contract # 7078493-001



### Pool Plan Terms & Conditions

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

## Services & Solutions Order

under Services Contract # 7078493-001

Customer: CITY OF REDLANDS  
Bill To: CITY OF REDLANDS  
ATTN: ACCTS PAYABLE  
35 CAJON ST  
REDLANDS, CA 92373-4746



### Services Provided

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

### Order Summary

Agreement	Pricing
<b>Term</b> 10/1/2014 - 9/30/2019 (60 Months)	<b>Total for this Order</b>
<b>Issued per Services and Solutions Agreement #</b> 7078493	Net Monthly Minimum Charge \$1,054.67 Additional Impression Charges See Meter Pricing Plan (additional to Monthly Minimum Charge)
<b>Attachments to this Order</b> <ul style="list-style-type: none"><li>Pool Plan Document</li></ul>	

### Authorized Signature

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

Signer: Pete Aguilar, Mayor, City of Redlands

Customer Authorized Signature: Pete Aguilar

ATTEST: [Signature]

Phone: 909-753-5800

Sam Irwin,  
City Clerk

Date: 10/7/14

Thank You for your business!  
This agreement is proudly presented by Xerox and  
**Matt Mehta**  
**909-810-0799**

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

## Services & Solutions Order

under Services Contract # 7078493-001



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. W7855PT (W7855PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	65043	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
		2: COLOR	3,200	N/A	\$0.0650			
2. WC6605DN (WORKCENTRE 6605)		1: BW	Per Pool Plan	65043	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
		2: Color	500	N/A	\$0.0650			
3. W7845PT (W7845PT TANDEM) - Customer Ed - Analyst Services		1: BLACK	Per Pool Plan	65043	Per Pool Plan	- Quarterly Meter Reconciliation - Fixed Price - Consumable Supplies Included	N	XRX
		2: COLOR	2,000	N/A	\$0.0650			



## Services Contract Terms & Conditions

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

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

**EARLY TERMINATION:** As per the Early Termination provision in the SSA, for every Order under this Services Contract number 7078493-001, 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.