

CUSTOMER			SALES & SERVICE AGREEMENT			BILL TO		
CUSTOMER NAME CITY OF JOLIET			CUSTOMER NAME CITY OF JOLIET					
ADDRESS 150 W Jefferson ST			ADDRESS 150 W Jefferson ST					
CITY, STATE ZIP JOLIET, IL 60432			CITY, STATE ZIP JOLIET, IL 60432					
PRIMARY CONTACT PERSON MELISSA COWGER	PRIMARY PHONE NUMBER 815-724-4032	PRIMARY EMAIL ITINVOICES@JOLIETCITY.ORG	BILL TO CONTACT PERSON MELISSA COWGER	BILL TO PHONE NUMBER 815-724-4032	BILL TO EMAIL ITINVOICES@JOLIETCITY.ORG			
SALESPERSON Benjamin, John	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20353361	SERVICE CONTRACT CONTRACT #	<input checked="" type="checkbox"/> Replace 18850-02	MPS CONTRACT CONTRACT #	<input checked="" type="checkbox"/> Replace 27688-01		
			MONTHLY SERVICE PAYMENT			MONTHLY MPS PAYMENT		
			\$5,547.88			\$778.40		
TERMS OF PAYMENT: NET THIRTY (30) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

PRODUCTS				
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	TOTAL PRICE
SEE PRODUCT SCHEDULE (SCHEDULE A)				

<input checked="" type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)		<input type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL		
				SPECIAL SERVICES FEES		\$0.00
NOTE / ADJUSTMENT DETAILS The Service/MPS Escalation Rate is 0%.				OTHER ADJUSTMENTS		\$0.00
CONTRACT TYPE			EFFECTIVE DATES			TRANSACTION TYPE
<input type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> MAINTENANCE ONLY	TERM IN MONTHS 12 Months	Actual start date based on delivery or lease commencement.	
					PROPOSED START DATE	
CONTRACT TERMS					NOTES	
SERVICE	MPS					
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	All parts, labor, drums and supplies; excluding paper and staples				
<input type="checkbox"/>	<input type="checkbox"/>	All parts and labor, including drums; excluding supplies, paper, and staples				
<input type="checkbox"/>	<input type="checkbox"/>	Includes other (indicate)				

CONTRACT POOLS		INCLUDED IN LEASE PAYMENT		■ SERVICE	■ MPS
POOL	MONTHLY VOLUME	OVG. RATE	MONTHLY PAYMENT	BASE FRQNCY	OVG. FRQNCY
B&W: Pool #1	85,450	\$0.01000	Included in Service Payment	Monthly	Monthly
Color: Pool #1	68,020	\$0.06900	Included in Service Payment	Monthly	Monthly

FLAT RATE POOLS		MONTHLY PAYMENT	BASE FRQNCY
POOL	QUANTITY	MONTHLY PAYMENT	BASE FRQNCY
B&W: MPS Flat Rate Pool #1	16	Included in MPS Payment	Monthly
Color: MPS Flat Rate Pool #1	13	Included in MPS Payment	Monthly

REMOTE SERVICE TECHNOLOGY XDA (Monitoring Only): 28 Devices Covered			PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON MELISSA COWGER	TECH PHONE # 815-724-4032	TECH EMAIL ITINVOICES@JOLIETCITY.ORG	METER CONTACT PERSON MELISSA COWGER	METER PHONE # 815-724-4032	METER EMAIL ITINVOICES@JOLIETCITY.ORG
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.					
QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	<input type="checkbox"/>	SEE SOW FOR DETAILS	TOTAL PRICE
SEE PRODUCT SCHEDULE (SCHEDULE A)					

Initials

CUSTOMER ACCEPTANCE

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

AUTHORIZED CUSTOMER SIGNATURE:

TITLE:

SIGNER'S NAME (PRINTED):

DATE:

COMPANY SALES:

DATE:

Initials

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or

b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company 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. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter: Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer 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 and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

Initials

13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These 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; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** 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 of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of IL (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

Initials

PRODUCT SCHEDULE (SCHEDULE A)

This Product Schedule/Schedule A is attached to and becomes part of the Agreement between the Company and the undersigned Customer.

PRODUCTS										
QTY	MFG / MODEL	DESCRIPTION	ID#	SERIAL NUMBER	STARTING BLACK METER	STARTING COLOR METER	LOCATION	METER POOLS	PRICE	TOTAL PRICE
1	Xerox XEROX ALTALINK C8045 MFP TANDEM TRAY COLOR COPIER- 45PPM	(Service Only) PD- COMMON AREA LL	M10006	8TB606819	88887	99867	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8055 MFP TANDEM TRAY COLOR COPIER- 55PPM	(Service Only) CH- COPY ROOM- CITY HALL OFFICE	M10667	8TB606830	364775	435333	150 W Jefferson ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 MFP TANDEM TRAY COLOR COPIER- 35PPM	(Service Only) ROADWAYS- 1203 CEDARWOOD DR	M12218	ELQ518050	17052	8372	1203 CEDARWOOD DR	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 MFP TANDEM TRAY COLOR COPIER- 35PPM	(Service Only) PD- OPERATIONS	A45311	ELQ598045	70060	25849	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 MFP TANDEM TRAY COLOR COPIER- 35PPM	(Service Only) PD- TRAFFIC DEPARTMENT	A45312	ELQ597876	16671	16697	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 MFP TANDEM TRAY COLOR COPIER- 35PPM	(Service Only) PD- INVESTIGATIONS	A45313	ELQ598027	73076	35710	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 MFP TANDEM TRAY COLOR COPIER- 35PPM	(Service Only) PW- EAST SIDE SEWAGE TREATMENT PLANT	A45307	ELQ597859	37990	41501	1021 MCKINLEY ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 MFP TANDEM TRAY COLOR COPIER- 35PPM	(Service Only) PD 2ND FLOOR ADMINISTRATIVE DEPT	A40858	ELQ588492	91556	49161	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 MFP TANDEM TRAY COLOR COPIER- 35PPM	(Service Only) CH-LEGAL DEPARTMENT	A45310	ELQ595419	64741	71896	150 W Jefferson ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8135 MFP TANDEM TRAY COLOR COPIER- 35PPM	(Service Only)	A39366	ELQ519537	28984	65767	150 W Jefferson ST	B&W: Pool #1 Color: Pool #1		

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1	Xerox XEROX ALTALINK C8145 MFP TANDEM TRAY COLOR COPIER- 45PPM	(Service Only) CH CLERK DEPT	A43644	EHQ377746	52920	91350	150 W Jefferson ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX ALTALINK C8170 MFP TANDEM TRAY COLOR COPIER- 70PPM	(Service Only) PD- RECORDS	A44596	EFQ272308	173095	71417	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK B405DN B/W LASER MFP PRINTER	(Service Only) PD- 911 CENTER	A45333	9HB676784	18983	0	150 W WASHINGTON N ST	B&W: Pool #1		
1	Xerox XEROX VERSALINK B405DN B/W LASER MFP PRINTER	(Service Only) FS- OPS	M12172	9HB356746	40216	0	101 E CLINTON ST	B&W: Pool #1		
1	Xerox XEROX VERSALINK B405DN B/W LASER MFP PRINTER	(Service Only) PD- 911 CENTER	A45334	9HB676785	17903	0	150 W WASHINGTON N ST	B&W: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) CH- IT	A45341	4HX741588	2102	2738	150 W Jefferson ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) CH Building Services	A44262	4HX737946	8641	8016	CH BLDG SERVICE DEPT 150 W JEFFERSON ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS 6- OPS Room	A42227	4HX726353	5866	6426	2049 ONEIDA ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS- BC Blake's Office	A42238	4HX726321	2251	402	101 E CLINTON ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS- SCBA Room	A42260	4HX726323	325	409	101 E CLINTON ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) EMA OPS	A42237	4HX726324	529	185	101 E CLINTON ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS 3- OPS Room	a42258	4HX726337	6378	4962	450 E LARAWAY RD	B&W: Pool #1 Color: Pool #1		

Initials

1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) PW- MAIN OFFICE, 921 E WASHINGTON ST	A45336	4HX741388	6206	5205	921 E WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) PW- ARBEITER	A42470	4HX727586	24	22	8300 BLACK RD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) PD- TECH SERVICES - DRUG UNIT	A45335	4HX741459	23769	14448	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) PD- RECORDS 2ND FLOOR	A45315	4HX741563	71402	32692	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) PD- INVESTIGATIONS	A45339	4HX741449	8975	2655	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) PD- INVESTIGATIONS	A45316	4HX741562	34896	17659	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS 8- OPS Room	A42228	4HX726355	3148	2838	2293 ESSINGTON RD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS 8 LIVING ROOM	A42261	4HX726362	5653	8879	2293 ESSINGTON RD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS 5- Living Room	A42270	4HX726335	2527	1850	661 MASON AVE	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS 4- Living Room	A42257	4HX726336	3489	2887	868 DRAPER AVE	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS 7- Living Room	A42271	4HX726354	4995	3355	125 HOUBOLT RD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS 9- OPS Room	A42272	4HX726357	5063	4076	2300 MICHAS DR	B&W: Pool #1 Color: Pool #1		

Initials

1	Xerox XEROX VERSALINK C415 COLOR MFP PRINTER, UP TO 42PP, DUPLEX- YCQ	(Service Only)	YCQ136 985	YCQ136985	37	12	50 E JEFFERSON ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C415 COLOR MFP PRINTER, UP TO 42PP, DUPLEX- YCQ	(Service Only)	YCQ136 978	YCQ136978	37	11	1599 JOHN D PAIGE DR	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C415 COLOR MFP PRINTER, UP TO 42PP, DUPLEX- YCQ	(Service Only) PD- NOPT	A46975	YCQ115421	5761	4919	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C7025 COLOR COPIER	(Service Only) CH - CITY MANAGER	M11125	3UA297123	26848	39102	150 W Jefferson ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C7025 COLOR COPIER	(Service Only) PD-1st floor Evidence dept	M11986	3UA226569	38358	27722	150 W WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C7025 COLOR COPIER	(Service Only) BIPARK- Admin	M11714	3UA225175	113679	160666	201 W JEFFERSON ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C7125 COLOR MFP STAND COPIER- 25PPM	(Service Only) FS 1- EVIDENCE	A45331	QPH223468	17679	25089	101 E CLINTON ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C7125 COLOR MFP STAND COPIER- 25PPM	(Service Only) PW- PUBLIC UTILITIES, 921 E WASHINGTON ST	A44600	QPH224349	18258	24402	921 E WASHINGTON N ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C7125 COLOR MFP STAND COPIER- 25PPM	(Service Only) PW- PUBLIC WORKS 2ND FLOOR	A45314	QPH223699	883	1926	818 E CASS ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX VERSALINK C7125 COLOR MFP STAND COPIER- 25PPM	(Service Only) PW- WEST SIDE TREATMENT PLANT	A45329	QPH224384	1771	929	4000 CHANNANON RD	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX WORKCENTRE 7830PT	(Service Only) PW- EAST SIDE SEWAGE TREATMENT PLANT	82965- MWO	MX1201360	267493	160995	1021 MCKINLEY ST	B&W: Pool #1 Color: Pool #1		
1	Xerox XEROX WC 7845PT2 COPIER	(Service Only) CH- NEIGHBORHOOD SERVICES	84553- MWO	MX4487083	234131	246433	150 W Jefferson ST	B&W: Pool #1 Color: Pool #1		
1	XEROX C405	(Service Only) FS 10- OPS room	null	4HX726331	0	0	1599 JOHN D PAIGE DR, JOLIET, IL, 60431	B&W: Pool #1 Color: Pool #1		

Initials

1	XEROX C405	(Service Only) FS 8- OPS Room	null	4HX726355	0	0	2293 ESSINGTON RD, JOLIET, IL, 60432	B&W: Pool #1 Color: Pool #1		
1	XEROX C405	(Service Only) PD- WEST SIDE BACK OFFICE ROLL CALL ROOM	null	4HX741448	0	0	7196 CATON FARM RD, PLAINFIELD, IL, 60586	B&W: Pool #1 Color: Pool #1		
1	XEROX C405	(Service Only) PD- WATCH COMMAND	null	4HX741461	0	0	150 W WASHINGTON N ST, JOLIET, IL, 60432	B&W: Pool #1 Color: Pool #1		
1	XEROX C405	(Service Only) PD- 911 CENTER	null	4HX741467	0	0	150 W WASHINGTON N ST, JOLIET, IL, 60432	B&W: Pool #1 Color: Pool #1		
1	XEROX C405	(Service Only) PD- JAIL/BOOKING	null	4HX741589	0	0	150 W WASHINGTON N ST, JOLIET, IL, 60432	B&W: Pool #1 Color: Pool #1		
1	XEROX C405	(Service Only) PD- 911 CALL CENTER	null	4HX800717	0	0	150 W WASHINGTON N ST, JOLIET, IL, 60432	B&W: Pool #1 Color: Pool #1		
1	XEROX C405	(Service Only) CH - COUNCIL CHAMBERS	null	4HX800722	0	0	150 W Jefferson ST, JOLIET, IL, 60432	B&W: Pool #1 Color: Pool #1		
1	XEROX C405	(Service Only) CH - PURCHASING DEPT	null	4HX810263	0	0	150 W Jefferson ST, JOLIET, IL, 60432	B&W: Pool #1 Color: Pool #1		
1	XEROX C405	(Service Only) PD- WEST SIDE SUBSTATION	null	4HX810344	0	0	7196 CATON FARM RD, PLAINFIELD, IL, 60586	B&W: Pool #1 Color: Pool #1		
1	XEROX C405	(Service Only) CH- HR,	null	4HX966551	0	0	150 W Jefferson ST, JOLIET, IL, 60432	B&W: Pool #1 Color: Pool #1		
1	XEROX WC 6655	(Service Only) ROADWAYS	null	E1B974714	0	0	1203 CEDARWOOD DR, CREST HILL, IL, 60403	B&W: Pool #1 Color: Pool #1		
1	XEROX C8145	(Service Only) CH- BUILDING PERMITS & PLANNING	null	EHQ501829	0	0	150 W JEFFERSON ST, JOLIET, IL, 60432-4158	B&W: Pool #1 Color: Pool #1		
1	XEROX C8145	(Service Only) CH- CUSTOMER SERVICE	null	EHQ501866	0	0	150 W JEFFERSON ST, JOLIET, IL, 60432-4158	B&W: Pool #1 Color: Pool #1		
1	XEROX C8145	(Service Only) PW- PUBLIC WORKS 2ND FLOOR	null	EHQ502180	0	0	150 W JEFFERSON ST, JOLIET, IL, 60432-4158	B&W: Pool #1 Color: Pool #1		
1	XEROX C8145	(Service Only) CH- ACCOUNTING	null	EHQ502482	0	0	150 W JEFFERSON ST, JOLIET, IL, 60432-4158	B&W: Pool #1 Color: Pool #1		
1	XEROX C7125	(Service Only) PW- PUBLIC WORKS 1ST FLOOR	null	QPH223505	0	0	150 W JEFFERSON ST, JOLIET, IL, 60432-4158	B&W: Pool #1 Color: Pool #1		

Initials

1	XERO C7125	(Service Only) PW-ENGINEER PLANNING	null	QPH223695	0	0	150 W JEFFERSON ST, JOLIET, IL, 60432-4158	B&W: Pool #1 Color: Pool #1		
1	XEROX C7125	(Service Only) FLEET SERVICES	null	QPH224419	0	0	402 N CHICAGO ST, JOLIET, IL, 60432	B&W: Pool #1 Color: Pool #1		
1	XEROX C415	(Service Only) FLEET SERVICES	null	YCQ110129	0	0	402 N CHICAGO ST, JOLIET, IL, 60432	B&W: Pool #1 Color: Pool #1		
1	XEROX C415	(Service Only) EMS	null	YCQ136978	0	0	1599 JOHN D PAIGE DRIVE	B&W: Pool #1 Color: Pool #1		
1	xerox C405	(Service Only) CH - PERMITS	null	4HX730923	0	0	150 W. JEFFERSON ST	B&W: Pool #1 Color: Pool #1		
1	Hewlett Packard HP LASERJET 476DN MFP	(Service Only) PD - 2ND FLOOR - SUPPORT SERVICES - SERGEANT MOELLER	82863-MWO	CNB8GBL7 9Y	2929	10743	150 W WASHINGTON ST	Color: MPS Flat Rate Pool #1		
1	Hewlett Packard HP LASERJET P4015 PRINTER	(Service Only) CH - 2ND FLOOR - UTILITIES & PUBLIC WORKS ADMINISTRATION	83536-MWO	CNDY4610 81	11545	0	150 W Jefferson ST	B&W: MPS Flat Rate Pool #1		
1	Hewlett Packard HP 4250 LASER PRINTER	(Service Only) CH - 1ST FLOOR - MANAGEMENT & BUDGET - COLLECTION DESKS	82902-MWO	CNDXB153 71	1326057	0	150 W Jefferson ST	B&W: MPS Flat Rate Pool #1		
1	Hewlett Packard HP M602N LASER PRINTER	(Service Only) CH - 1ST FLOOR - MANAGEMENT & BUDGET (THIS DEVICE USES MICR ONLY)	82897-MWO	CNDCG920 0Q	114561	0	150 W Jefferson ST	B&W: MPS Flat Rate Pool #1		
1	Hewlett Packard HP MFP M276NW CLR PRINTER	(Service Only) PD - 1ST FLOOR - N.O.P.T. - BACK CORNER (SUPERVISOR)	82831-MWO	CND8F4C6 BQ	9141	8172	150 W WASHINGTON ST	Color: MPS Flat Rate Pool #1		
1	Hewlett Packard HP CM2320NF COLOR PRINTER	(Service Only) CH- UNION STATION - OFFICE	83611-MWO	CNF99DFH 42	4668	6922	50 E JEFFERSON ST	Color: MPS Flat Rate Pool #1		
1	Hewlett Packard HP MFP M276NW CLR PRINTER	(Service Only) PW-PUBLIC WORKS	82945-MWO	CNF8G651 S1	2273	2825	2001 S ARBEITER RD	Color: MPS Flat Rate Pool #1		
1	Hewlett Packard HP 4250 LASER PRINTER	(Service Only) PD - 2ND FLOOR - TRANSCRIBE AREA	82862-MWO	CNRXS182 12	523360	0	150 W WASHINGTON ST	B&W: MPS Flat Rate Pool #1		
1	Hewlett Packard HP P4014 LASER PRINTER	(Service Only) CH - 1ST FLOOR - BUILDING PERMITS & PLANNING - COVE OFF RECEPTION	82885-MWO	JPDF00094 7	246096	0	150 W Jefferson ST	B&W: MPS Flat Rate Pool #1		
1	Hewlett Packard HP LASERJET MFP M575C	(Service Only) FD #1 - 2ND FLOOR - CHIEFS' OFFICES	82917-MWO	MXDCFDM 0HJ	73370	180139	101 E CLINTON ST	Color: MPS Flat Rate Pool #1		
1	Hewlett Packard HP M507N BLACK AND WHITE PRINTER	(Service Only) JPD 1ST FLOOR WATCH COMMAND	EQ5469 13	PHBCM8X3 4L	61303	0	150 W WASHINGTON ST	B&W: MPS Flat Rate Pool #1		

Initials

1	Hewlett Packard HP M507DN BLACK AND WHITE PRINTER LASERJET PRINTER	(Service Only) CH COMMUNITY ECONOMIC DEVELOPMENT	EQ5446 22	PHCCQ581 2F	11	0	150 W Jefferson ST	B&W: MPS Flat Rate Pool #1		
1	Hewlett Packard HP COLOR LASERJET PRO MFP M277DW PRINTER-18PPM	(Service Only) CH - 1ST FLOOR - INFO DESK	86731-MWO	VNB8HD94 W6	30	50	150 W Jefferson ST	Color: MPS Flat Rate Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) FS 10, ADMIN OFFICE	85877-MWO	4HX572451	8	4	1599 JOHN D PAIGE DR	Color: MPS Flat Rate Pool #1		
1	Xerox XEROX VERSALINK C405DN COLOR LASER MFP PRINTER	(Service Only) CH-PERMITS	A42946	4HX730923	1667	3728	150 W Jefferson ST	Color: MPS Flat Rate Pool #1		
1	HP LJ4240	(Service Only) CH - 1ST CITY CLERK	null	CNRXK992 96	0	0	150 W. JEFFERSON ST	B&W: MPS Flat Rate Pool #1		
1	HP LJP4014	(Service Only) CH - 1ST BUILDING PERMITS	null	CNDX1118 07	0	0	150 W JEFFERSON ST	B&W: MPS Flat Rate Pool #1		
1	HP LJ600 M601	(Service Only) CH - 1ST FLOOR MANAGEMENT&BUDGET	null	CNCCF161 ND	0	0	150 WEST JEFFERSON ST	B&W: MPS Flat Rate Pool #1		
1	HP LJ200CM276NW	(Service Only) MMD GARAGE	null	CNF8G863 XL	0	0	402 N CHICAGO	Color: MPS Flat Rate Pool #1		
1	HP LJ400CM451DN	(Service Only) FLEET - DAVE	null	CNDF3635 13	0	0	402 N CHICAGO	Color: MPS Flat Rate Pool #1		
1	HP LJ200CM276NW	(Service Only) PW - PUBLIC UTILITIES	null	CNF8G6SM 84	0	0	150 W JEFFERSON ST	Color: MPS Flat Rate Pool #1		
1	HP LJ 5200	(Service Only) PW - WSWT JAY'S OFFICE SCADA PRINTER	null	CNDXB078 55	0	0	4000 CHANNAHON RD	B&W: MPS Flat Rate Pool #1		
1	HP LJ P4015	(Service Only) PD -	null	CNDY1676 51	0	0	150 W WASHINGTO N	B&W: MPS Flat Rate Pool #1		
1	HP LJMFP M278-M281	(Service Only) CH - ENGINEERING DEPT	null	VNB NLDB9 NQ	0	0	150 W JEFFERSON ST	Color: MPS Flat Rate Pool #1		
1	HP LJP M404-M405	(Service Only) PD- WEST SIDE SUBSTATION	null	PHBC5040 85	0	0	7196 CATON FARM RD, PLAINFIELD, IL, 60586	B&W: MPS Flat Rate Pool #1		
1	HP LJP 4001	(Service Only) PD - INVESTIGATIONS	null	VNB010214 9	0	0	150 W WASHINGTO N	B&W: MPS Flat Rate Pool #1		
1	HP COLOR LJ M255-M256	(Service Only) PD -	null	VNB3M467 02	0	0	150 W WASHINGTO N ST	Color: MPS Flat Rate Pool #1		
1	HP LJP M428F-M429F	(Service Only) PD -	null	CNDRP1G C26	0	0	150 w WASHINGTO N ST	B&W: MPS Flat Rate Pool #1		
1	HP LJ P4515	(Service Only) CH - Payroll	null	CNDX3135 71	0	0	150 W JEFFERSON	B&W: MPS Flat Rate Pool #1		

Initials

	Subtotal	\$0.00
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CUSTOMER ACCEPTANCE			
<i>By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.</i>			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Initials

XEROX® ADVANCED MANAGED PRINT SERVICES STATEMENT OF WORK

THIS XEROX® ADVANCED MANAGED PRINT SERVICES STATEMENT OF WORK ("AMPS SOW" or "this SOW") is hereby attached to and made a part of the SSA and/or MSA ("**Agreement**") entered into by and between Chicago Office Technology Group, Inc. (d/b/a Xerox Business Solutions Midwest) ("**Company**") and CITY OF JOLIET ("**Customer**"), collectively the "**Parties**", to add the AMPS as further described herein. The effective date of this AMPS SOW is 12/19/2024. Except as expressly set forth herein, the Agreement's terms and conditions are incorporated herein and shall govern the provision of AMPS pursuant to this AMPS SOW.

1. **DEFINED TERMS** - Terms defined within the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly set forth otherwise below.
- Company** – Refers to the Company identified in the Agreement and referenced above, and operationally may include or refer to its affiliates executing Services on its behalf.

In-Scope AMPS Equipment – AMPS-Eligible Equipment installed in the Sites and managed by Company as defined by the Xerox Tools under this AMPS SOW.

Xerox® Advanced Managed Print Services (AMPS) – Services provided by Company under this XPSAS SOW on In-Scope AMPS Equipment, which include proactive meter reads, proactive Supplies requests, and proactive break/fix requests.

Xerox® Support Assistant – An app running on a Xerox ConnectKey printer that shows the user the status of AMPS Incidents, and enables the user to raise new Incidents or submit meter reads into the AMPS process.
2. **SERVICES DESCRIPTION** – AMPS provides proactive meter reads, proactive Supplies requests, and proactive break/fix requests for In-Scope AMPS Equipment.
- a. Company shall operate the Xerox's Service Desk Support during Company's normal business hours on Company's business days. Service Desk Support includes receipt of Service Calls by service provider. Service Calls may be generated from automatic alerts from In-Scope Devices (**Proactive Service Call**) or from the web portal by a Customer or Reseller or by telephone (**Reactive Service Call**).

b. To enable Company to provide the expected proactive Services and Supplies, Customer agrees to the use of a monitoring tool (see Xerox Tools). Customer ensures the selected tool continues to run and/or connects to their network and devices. Company is available for technical support of that tool, and the operation and maintenance of any Cloud component.

c. If the chosen device management solution is Xerox Workplace Cloud Fleet Management ('CFM'), then by agreeing to this AMPS SOW You also agree to terms as defined in the following end user licensing agreement, as well as any periodic updates thereto, relating to the use of Xerox Tools to deliver the AMPS covered in this AMPS SOW. Company and/or Xerox Corporation reserve the right to update these terms at any time.
- www.xerox.com/downloads/usa/en/x/XWC-and-CFM-Terms-of-Service-and-EULA.pdf
- For other solutions, Terms and Conditions will be presented in the tool User Interface itself during implementation.
3. **XEROX TOOLS** - Company may utilize one or more of the following Xerox Tools to provide AMPS:
- a. Xerox Workplace Cloud Fleet Management solution ("CFM") – software that provides device data for monitoring of supplies, break/fix and meters and allows policy-based compliance to automate print fleet security; remote setting configuration; and security, patch and password management.

b. Xerox Device Agent ("XDA") is an application that enables the monitoring and assessment of the status and output of In-Scope Devices.

c. Xerox Device Manager ("XDM") - an application that enables the monitoring and assessment of the status and output of In-Scope Devices.

d. Xerox Device Direct ("XDD") - an application is embedded in the firmware of certain devices that allows In-Scope AMPS Equipment to automatically communicate Device Data to Xerox for monitoring purposes.

Initials

- e. Xerox Services Manager ("XSM") – a Web-based application providing Company with data enabling centralized asset tracking; device and supplies monitoring; and break/fix incident management.
 - f. Xerox Report Manager ("XRM") - an application that allows standard and custom reporting from XSM.
 - g. Fleet Management Portal ("FMP") - an online portal that provides program and device status and analytics.
 - h. Xerox MPS Advanced Analytics ("MPS AA") - a cloud-based reporting tool that presents data in a business intelligence format
4. **TERM** - Unless otherwise stated herein or in the Agreement, the term of this AMPS SOW shall be the same as the Term of the Agreement.
5. **CHARGES** – Charges for AMPS are set forth in the signed Agreement to which this AMPS SOW is attached and are exclusive of any and all applicable Taxes.
6. **CHANGES** – To the extent that the Parties wish to add or make modifications to this AMPS SOW, all such changes will be documented in a AMPS SOW Amendment signed by both Parties.
7. **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO AMPS SOW –**
- a. **ADDITIONAL WARRANTY DISCLAIMER – IN ADDITION TO THE WARRANTIES AND DISCLAIMERS IN THE AGREEMENT, THE FOLLOWING SHALL APPLY TO AMPS: EXCEPT AS STATED IN THE AGREEMENT, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE PERFORMANCE OF AMPS , AND COMPANY DOES NOT WARRANT THAT AMPS WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S SOFTWARE, OR WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE ERROR FREE.**

If there is a conflict between the contents of the Agreement and this AMPS SOW, this SOW shall control but only with respect to the provision of AMPS.

The terms and conditions of this AMPS SOW apply only to the provision of the AMPS, and do not affect, amend, or modify any of the provision of any other Services under the Agreement.

*** Signature Page Follows ***

Chicago Office Technology Group, Inc. (d/b/a Xerox Business Solutions Midwest)	CITY OF JOLIET
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Sign: _____	Sign: _____
Date: _____	Date: _____

Initials

Appendix 1 - Service Desk Support Activities - Table One

Activity	Service Desk Support Xerox/XBS
Receive and log Service Call in Fleet Management Portal (FMP)	✓
Monitor Proactive Service alerts *** on network connected compliant In-Scope Devices with fault reporting capability	✓
Collect and log Call Data*	✓
Undertake basic diagnosis including web troubleshooting processes via Remote Call Assist (RCA) where the In Scope Device contains features that enable remote diagnosis and repair of problems and log activity	✓
Validate requests for consumables against entitlement, e.g., volume and order history	✓
Escalation to Level 2 Support within XSM with Call Data if RCA is unsuccessful	✓
Arrange shipment of Consumable to Customer	✓
Arrange advanced remote diagnosis with Customer upon Service Call using RCA and log activity on XSM	✓
Follow up daily on progress of Service Call (Level One Support/Level Two Support follow up on the tickets owned at that stage)	✓
Log activities on open ticket on XSM (by the Level that owns the ticket at that stage)	✓
Close ticket (by the Level that owns the ticket at that stage)	✓

* **Call Data** means Asset Tag Number (required); Serial Number (required); Customer Service Centre/Customer end user name (required); Customer Service Centre/Customer end user contact number; (required); Incident statement (required); Fault Type (required where break fix incident), Customer Service Centre/Customer end user email address; Device location; Internal reference number (if applicable); and meter reads. Call Data is Customer Data

Assumptions:

*** Advanced MPS Services, pro-active supplies and break/fix support, proper functioning of and data availability for the Xerox Tools and performance levels are dependent on active monitoring tools, such as XDA, XDM, XDD or CFM. It's the Customer's responsibility to keep such tools connected to the in-scope devices.

Initials