

STATE OF VERMONT PARTICIPATING ADDENDUM # 48578
 FOR NASPO VALUEPOINT PURCHASING PROGRAM: Multi-Function Devices and Related Software,
 Services, and Cloud Solutions
 Led by the State of Colorado
NASPO Master Agreement #187800

Contractor: Xerox Corporation

Contractor’s NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/multi-function-devices-and-related-software-services-and-cloud-solutions/xerox-corporation/>

1. **Parties.** This Participating Addendum (“Agreement”) is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter “State” or “Vermont”), and the Contractor identified above. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Agreement authorizes Purchasing Entities (defined below in section four) to purchase from Contractor certain products and services offered by Contractor under the Master Agreement identified above (“Master Agreement”) at or below the rates established under the Master Agreement for such products and services. The terms of the Master Agreement are hereby incorporated by reference as if fully set forth herein. Contractor’s awarded categories are:
 - a. Primary Products and Services:

Group	Products and Services
A	A3 MFD – <i>OEM only</i>
B	A4 MFD – <i>OEM and Non-OEM</i>
C	Production Equipment – <i>OEM and Non-OEM</i>
D	Single-function Printers – <i>OEM and Non-OEM</i>
E	Large/Wide Format Equipment - <i>OEM and Non-OEM</i>
F	Scanners - <i>OEM and Non-OEM</i>
G	Software - <i>OEM and Non-OEM</i>
H	Supplies (consumable) – <i>OEM and Non-OEM</i>

- b. Ancillary Products and Services:

Sub-Group	Products and Services
G1	A3 MFD – <i>OEM only</i>
C1	A4 MFD – <i>OEM and Non-OEM</i>
C2	Production Equipment – <i>OEM and Non-OEM</i>
D1	Single-function Printers – <i>OEM and Non-OEM</i>

3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement.
4. **Entities Authorized to Use This Agreement.** This Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education

as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Each State Purchaser and Additional Purchaser is referred to herein as a “Purchasing Entity” or collectively as “Purchasing Entities”. Issues concerning a Purchasing Entity’s eligibility for participation under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

5. ***Contract Term.*** This Agreement shall be effective on December 9, 2024 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Agreement or the Master Agreement. An amendment to the term of this Agreement shall not be necessary in the event of the renewal or extension of the Master Agreement.
6. ***Restricted/Disallowed Products and Services.*** All products and services listed in the Master Agreement may be purchased under this Agreement, except for any restrictions or disallowed products and services set forth directly below in this section.
 - a. Group I. Managed Print Services are not available for purchase under this Agreement.
 - b. State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
 - c. Group G. Non-OEM Software is not available for purchase under this Agreement.
7. ***No Lease Agreements with State Purchasers.*** Contractor is prohibited from leasing to State Purchasers under this Agreement. Any breach of this prohibition shall be grounds for termination of this Agreement by the State and the immediate cancellation of any applicable purchases. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements directly with Contractor if and to the extent leasing is contemplated under the terms of the Master Agreement.
8. ***Requirements for Ordering.***
 - a. Orders must be placed pursuant to this Agreement prior to the termination of this Agreement but may have a delivery date or performance period.
 - i. Notwithstanding the expiration, cancellation or termination of this Agreement, Contractor agrees to perform in accordance with the terms of any orders then outstanding at the time of such expiration or termination. Contractor shall not honor any orders placed after the expiration, cancellation, or termination of this Agreement, or otherwise inconsistent with its terms.

- ii. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
 - b. All orders placed under this Participating Addendum must be in writing and shall, at a minimum, specify the following:
 - i. The product(s) being delivered and the place and time of delivery;
 - ii. The service(s) required and the place and time period for performance;
 - iii. The Purchasing Entity's billing address;
 - iv. The name and contact information for the Purchasing Entity's primary contact;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the order;
 - vii. A unique identifier for the order; and
 - viii. The State of Vermont Participating Addendum Number.
 - c. As applicable, orders shall include specifically negotiated statement of work or service level agreement terms as necessary for the product and/or service to meet the Purchasing Entity's requirements.
 - d. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.
- 9. *Requirements for Ordering Applicable to State Purchasers Only.*** The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.
- a. Contract Backed Purchase Order (PO). For orders by State Purchasers that do not include services, the Ordering Document will be a Contract backed Purchase Order (PO) that draws against the Contract.
 - b. Contractor shall use the State of Vermont Ordering Document attached to this Agreement with State Purchasers for when the order includes services.

10. *Payment Provisions and Invoicing.*

- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
- b. Purchasing Entities may solicit the Contractor or, as applicable, its Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set

forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).

- c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. Any non-standard delivery or removal expenses will be included in proposal for State approval. Liability for product delivery remains with the Contractor until the product is properly delivered and accepted in accordance with this Participating Addendum. Contractor shall ensure that shipments are securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, such containers will become the property of the State unless otherwise stated. Delivered goods that either do not conform to the specifications or are not in good condition upon receipt shall be repaired or replaced promptly by Contractor with State approval. Any equipment that needs to be replaced will be replaced with an identical model, or at Xerox's option a unit with similar capabilities and comparable usage with State approval.
- d. Retainage may be specified in an order in an amount mutually agreeable to the parties.
- e. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.
- f. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- g. Invoices shall be sent to the address identified on the Purchasing Entity's order and shall specify:
 - i. The address to which payments will be sent;
 - ii. The State of Vermont Contract Number for this Agreement, as indicated atop this Agreement; and
 - iii. The order number or other unique identifier for the order against which the invoice is being submitted.
- h. Reimbursement of expenses is not authorized. Contractor rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
- i. Unopened Products can be returned with no restocking fee up to 5 business days from the date of receipt.
- j. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore,

does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

11. Authorized Dealers.

- a. Authorized Dealers (or Fulfillment Partners) are available for this Agreement if and to the extent approved by the State Chief Procurement Officer (each an “Authorized Dealer”). Any Authorized Dealer will be listed on the Contractor’s dedicated webpage listed atop this Agreement.
- b. All State policies, guidelines, and requirements shall apply to Authorized Dealers.
- c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions of this Agreement. Contractor acknowledges that each and all of the promises it makes as “Contractor” in this Agreement and the Master Agreement apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.

12. Reporting. Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. If the format for reporting is not otherwise set forth under the Master Agreement, Contractor’s reporting shall detail the minimum requirements for orders as set out in section 8.b, above. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov .
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.

13. Prior Approvals. This Agreement shall not be binding until it has been approved by the State in accordance with current State law, bulletins, and interpretations.

14. Amendment. No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the State and Contractor.

15. **Termination.** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Termination of this Agreement will not impact existing Orders.
16. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Contractor:**

Name: Yvonne Hickey
Phone: 857.241.6317
Email: Yvonne.Hickey@xerox.com

b. **For the State:**

Name: State of Vermont, Stefanie Malmstein
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802.371.8987
Email: stefanie.malmstein@vermont.gov

17. **No effect of Click-Through or Other Additional Terms and Conditions.** All terms and conditions included in this Agreement are applicable to orders. Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or the applicable order for the Product or Service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar documents, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.
18. Notwithstanding any other provision applicable to this Agreement, to the extent any language provided by Contractor in connection with a product or service purchased hereunder purports to limit Contractor's liability, such language is hereby deleted entirely and replaced as follows:

CONTRACTOR'S LIABILITY FOR DAMAGES TO A PURCHASING ENTITY ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED THREE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THE PURCHASING ENTITY'S ORDER WITH THE CONTRACTOR, OR \$1,000,000.00, WHICHEVER IS GREATER. LIMITS OF LIABILITY FOR PURCHAING ENTITY CLAIMS SHALL NOT APPLY TO CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO DEFEND AND INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FALSE CLAIMS ACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

19. **Attachments; Order of Precedence.** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.

a. "Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 7, 2023) is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>. Notwithstanding the foregoing, the parties agree that the following provisions of Attachment C are modified, as follows:

- i. Section 7 "Defense and Indemnity", paragraphs A, B, and C shall not apply.
- ii. Section 8 "Insurance" shall not apply.
- iii. Within Section 19 "Sub-Agreements", the second paragraph is deleted and replaced by the following:

Upon written request, the Party shall provide to the Purchasing Entity a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

- iv. Section 25 "Force Majeure" shall not apply.
- v. Section 27.A "Non-Appropriation" is amended to include the following additional sentence:

In the event of suspension or cancellation of this Agreement under this Section 27.A, the State will endeavor to provide 30 days' notice, or notice as promptly as possible.

- vi. Section 27.B "Termination for Cause" shall not apply.

Contractor: Xerox Corporation

- b. “Attachment D: Other Provisions” is attached to this Agreement and incorporated herein and shall apply to each order placed under this Agreement as though fully set forth in the order.
- c. If specified in an order made by a State Purchaser under this Agreement, the “STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 19, 2023)” as attached to this Agreement shall be incorporated by reference and apply to the order as if fully set forth in the order.
- d. The Master Agreement, together with its exhibits, is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as though fully set forth in the order.
- e. An order placed against this Agreement. The State of Vermont Ordering Document for Services is attached to this Agreement for use by State Purchasers to place orders for when the order includes services with Contractor.

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By Xerox Corporation:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Wanda Miloni

Name: _____

Title: Commissioner – Buildings & General Services

Title: _____

ATTACHMENT D – OTHER PROVISIONS (May 14, 2024)**1. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

1.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor’s ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor’s subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

1.2 Contractor’s Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure

of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

2. RESERVED

- 3. STATE OF VERMONT CYBERSECURITY STANDARD UPDATE.** Contractor confirms that all products and services provided to or for the use of the State under this Order shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Order. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

4. INFORMATION SECURITY REQUIREMENTS, GENERALLY

In cases where the State is not permitted to manage/modify the automation equipment (server/computer/other) that controls testing or monitoring devices, the Contractor agrees to update and provide patches for the automation equipment and any installed operating systems or applications on a quarterly basis (at minimum). The Contractor will submit a report to the State of updates installed within 30 days of the installation as well as a Plan of Actions and Milestones (POA&M) to remediate any vulnerabilities ranging from Critical to Low. The contractor will provide an upgrade path or compensatory security controls for any operating systems and applications listed as beyond "end-of-life" or EOL, within 90 days of the EOL and complete the EOL system's upgrade within 90 days of the approved plan.

5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000.00 per claim, \$1,000,000.00 aggregate;

Party shall maintain such professional liability insurance for a period of two years following completion of services under the Agreement.

and (b) When the Party's performance involves hosting confidential State data, or services in or on State information technology systems where confidential State data may reside, the Party shall have and maintain cyber liability and breach response insurance coverage at no less than \$1,000,000 per claim, \$1,000,000 aggregate. Such policy shall expressly provide, but not be limited to, coverage for losses arising from the following:

- a. unauthorized use of or access to: computer systems (including mobile devices), servers, client's data, or software;
- b. defense of any regulatory action involving a breach of privacy;
- c. failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access;
- d. failure to adequately protect physical security of servers and systems including from cyber terrorism;
- e. the costs for: notification (whether or not required by statute), credit file or identity monitoring, identity restoration, public relations, or legal experts;
- f. third-party liability;
- g. cyber extortion and cyber terrorism; and
- h. no exclusion for actual or alleged breaches of professional services agreements associated with the above.

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: July 19, 2023)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance. In order to terminate a service or equipment due to Xerox's performance failure, Xerox requires written notification of the specific performance failure and 30-calendar days to correct the performance shortfall. Please note the Xerox equipment offer is based on a firm equipment installation commitment that cannot be terminated without penalty except for fiscal-year funds non-appropriation or an uncured Xerox default.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

State of Vermont Ordering Document for Services

Authorizing Agreement: State of Vermont Participating Addendum #48578 for NASPO VALUEPOINT PURCHASING PROGRAM: Multi-Function Devices and Related Software, Services, and Cloud Solutions

Contractor: Xerox Corporation

State Purchasing Entity: [REDACTED]

Purchasing Entity's address for invoicing: [REDACTED]

Order No. [REDACTED] (This assigned Order # must be included on all correspondence, delivery documents and invoices.)

This Order, inclusive of any attachments incorporated into or attached hereto, is a contract between the Contractor identified above (hereinafter the "Contractor") and the State of Vermont, through its State Purchasing Entity identified above (hereinafter the "State"). Contractor hereby agrees to provide the Products and Services specified herein subject to and in accordance with the terms and conditions of the above-captioned Authorizing Agreement, inclusive of its attachments and/or exhibits and respective amendments (hereinafter the "Authorizing Agreement"). THE AUTHORIZING AGREEMENT IS HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS ORDER AS IF SPECIFICALLY APPENDED HERETO. THE TERMS OF THE AUTHORIZING AGREEMENT SHALL GOVERN AND PREVAIL IN THE EVENT OF ANY CONFLICT OR AMBIGUITY BETWEEN THE TERMS OF THIS ORDER AND THE TERMS OF THE AUTHORIZING AGREEMENT. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SENTENCE, NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, CONTRACTOR ACKNOWLEDGES AND AGREES THAT PURCHASING ENTITIES DO NOT INTEND TO BE BOUND, AND WILL NOT BE BOUND, BY ANY TERMS APPLICABLE TO THIS ORDER TO THE EXTENT SUCH TERMS: (A) REQUIRE INDEMNIFICATION BY THE PURCHASING ENTITY OF THE CONTRACTOR OR A THIRD PARTY; (B) WAIVE THE PURCHASING ENTITY'S RIGHT TO A JURY TRIAL; (C) ESTABLISH JURISDICTION IN ANY VENUE OTHER THAN THE SUPERIOR COURT OF THE STATE OF VERMONT, CIVIL DIVISION, WASHINGTON UNIT; (D) DESIGNATE A GOVERNING LAW OTHER THAN THE LAWS OF THE STATE OF VERMONT; (E) CONSTITUTE AN IMPLIED OR DEEMED WAIVER OF THE IMMUNITIES, DEFENSES, RIGHTS OR ACTIONS ARISING OUT OF PURCHASING ENTITY'S SOVEREIGN STATUS OR UNDER THE ELEVENTH AMENDMENT TO THE UNITED STATES CONSTITUTION; (F) ESTABLISH NEW OR DIFFERENT PAYMENT OBLIGATIONS OF THE PURCHASING ENTITY THAN ARE ESTABLISHED BY THE AUTHORIZING AGREEMENT; (G) REDUCE OR DIMINISH THE OBLIGATIONS REGARDING THE SECURITY, CONFIDENTIALITY, AND INTEGRITY OF THE PURCHASING ENTITY'S DATA AS ARE ESTABLISHED UNDER THE AGREEMENT; (H) ESTABLISH RIGHTS IN THE USE OF OR ACCESS TO PURCHASING ENTITY'S DATA FOR ANY REASON OTHER THAN PERFORMANCE OF THE PRODUCT OR SERVICE; (I) ESTABLISH RIGHTS OF OWNERSHIP IN THE PURCHASING ENTITY'S DATA; OR (J) LIMIT THE TIME WITHIN WHICH AN ACTION MAY BE BROUGHT.

- 1. Term:** The term of this Order shall begin on _____ and end on _____ (the "Initial Term").
[REDACTED] INSERT RENEWAL OPTION(S) AS REQUIRED.

2. **Payment and Invoicing:** The maximum amount payable under this Order shall not exceed [REDACTED]. This maximum amount is not a guaranteed amount. Contractor will be paid for products or services actually delivered or performed, as specified in this Order, up to the maximum amount payable in accordance with Master Agreement, Exhibit B Price Schedules. Unless otherwise specified in this Order, costs are as set forth in the attached **Quote**. All costs set forth in this Order shall be inclusive of any and all Contractor fees and expenses. Contractor shall submit invoices to the State Purchasing Entity's address identified above. Payments shall be made only upon approval and acceptance by the State. Reimbursement of expenses is not authorized.
3. **Products and Services:** The Contractor shall provide the Products and Services set forth in the **Quote** attached to this Order in full satisfaction of the specific requirements of the Authorizing Agreement and this Order.
4. **Integrated Agreement; Amendment:** This Order contains the final and complete agreement of the parties. The parties do not intend to be bound by any additional terms not included, or expressly incorporated by reference, in this Order. This Order may not be amended except in a writing that is numbered and signed by the duly-authorized representatives of the State and the Contractor.
5. **Termination:** The State reserves the right to terminate or suspend this Order for convenience upon written notice at least thirty (30) days in advance and, in the event of termination under this provision, the State will pay for all completed and accepted deliverables up until the date of termination. Please note, specific to Additional Purchaser lease agreements, the Contractor offer is based on a firm equipment installation commitment that cannot be terminated without penalty except for fiscal-year funds non-appropriation or an uncured Xerox default.
6. **Data Categorization and Applicable Standards:** Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.
7. **Vermont Federal Terms Supplement (Non-Construction):** The "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 19, 2023)" as attached to the Authorizing Agreement, is hereby incorporated by reference and shall apply to the order. **INCLUDE THIS CLAUSE ONLY AS APPLICABLE; DELETE OTHERWISE**

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this agreement is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this agreement is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date this agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://www.bgs.vermont.gov/purchasing-contracting/debarment>.

State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under this Order shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Order. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

REQUIRED PRIOR APPROVALS

This Order, if it includes services valued at \$25,000 or more per year, must be certified by the Vermont Office of the Attorney General in accordance with 3 V.S.A. § 342 prior to execution.

This Order, if valued at over \$2,000,000, must be approved by the Secretary of Administration prior to execution.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.

CONTRACTOR, Xerox Corporation

Signature

Date

STATE OF VERMONT,

Signature

Date

SERVICE QUOTE

INSERT QUOTE DOCUMENT

Maintenance Agreement

**INSERT MAINTENANCE AGREEMENT FOR CONTRACTOR/AUTHORIZED DEALER HERE
REMOVE IF NOT APPLICABLE**

SERVICES MASTER AGREEMENT

THIS SERVICES MASTER AGREEMENT NO. <<Enter 7-digit Contract Number>> is between Xerox Corporation (“**Xerox**”), a New York corporation with offices at 201 Merritt 7, Norwalk, CT 06851-1056, and <<Enter Customer's Legal Name>> (“**Customer**”), a << Enter State >> corporation with offices at << Enter Customer's Full Address >>.

AGREEMENT STRUCTURE

Products and Services acquired hereunder are acquired under the auspices of the NASPO ValuePoint Master Agreement (“Master Agreement”) RFP-NP-23-001 between the State of Colorado (State) and Xerox Corporation, Therefore, the terms and conditions of the NASPO ValuePoint Master Agreement Contract are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the NASPO ValuePoint Master contract and this Agreement will be resolved in favor of the NASPO ValuePoint Master Agreement.

This Agreement serves as a master service agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to Customer’s and its Eligible Affiliates’ United States (“U.S.”) locations. This Agreement is grouped into Modules. The GENERAL 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

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. **CPI Adjustment Percentage** means the CPI-U (Consumer Price Index for All Urban Consumers).
- g. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- h. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.
- i. **Confidential Information** shall have the meaning set forth in Section 2.10.
- j. **Consumable Supplies.** Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as “Phaser”, only, 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 and staples.
- k. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, workspace, 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.
- l. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.

- m. **Customer Information** means documents, materials, and information (including Private Information) belonging to Customer that Customer provides to Xerox for Xerox to provide Products and Services under an Order.
- n. **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.
- o. **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.
- p. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- q. **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.
- r. **Effective Date** means the date this Agreement is signed by Xerox.
- s. **Eligible Affiliate** means a domestic Customer Affiliate that has met Xerox's credit requirements for ordering Services, Maintenance Services and/or Products under this Agreement.
- t. **Equipment** means Xerox-brand equipment.
- u. **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.
- v. **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.
- w. **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.
- x. **Feature Releases** means new releases of Software that include new content or functionality.
- y. **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.
- z. **Funds** means collectively Amortized Services and Third Party Funds.
- aa. **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 a party as of the Effective Date or that may be created by a party after the Effective Date. Xerox's Intellectual Property includes, without limitation, Software, Remote Product Info and Xerox Tools.
- bb. **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."
- cc. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- dd. **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 DEFINITIONS, GENERAL, SERVICES, EQUIPMENT, EQUIPMENT PURCHASE, MAINTENANCE SERVICES and SOFTWARE LICENSE Modules.
- ee. **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, recurring separate charges and usage based charges (as such items or charges, as applicable, are defined on an Order) are billed separately from the MMC.
- ff. **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), an eCommerce Order (which is used solely for electronic ordering through an eCommerce Portal as defined and described in Section 2.16), or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

- gg. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- hh. **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.
- ii. **Products** means Xerox Products and/or Third Party Products supplied by Xerox and provided to Customer pursuant to an Order.
- jj. **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.
- kk. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- ll. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Products and/or Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- mm. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- nn. **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. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.
- oo. **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.
- pp. **Services Software** means software products used to provide certain Services (both a server component and/or client component to be installed on end user's workstations, mobile devices and/or laptops) that may include one or more of the individual software modules identified on a Statement of Work or Order.
- qq. **Software** means Services Software, Base Software and Application Software.
- rr. **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.
- ss. **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.
- tt. **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.
- uu. **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.
- vv. **Third Party Hardware** means non-Xerox brand equipment.
- ww. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.

- xx. **Third Party Software** means non-Xerox brand software.
- yy. **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, transactional-based gross receipts, and privilege Taxes.
- zz. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.
- aaa. **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

2. GENERAL

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

2.1. Agreement Structure

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master services agreement stating the terms and conditions 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. **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. 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.

2.2. 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 overtime rates, per the NASPO ValuePoint Master Agreement, will apply to Services requested and performed outside Customer's standard working hours.
- b. **Payment.** Customer agrees to pay Xerox all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account within 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. 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 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 15 days after the date it is due, or if Customer breaches any other obligation under this Agreement. 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% per month (or the maximum rate or amount allowed under applicable law, whichever is less), and (2) any early termination charges set forth in the Master Agreement or in the applicable Services Contract and/or Order(s).

2.3. RESERVED.

2.4. 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 data and 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 content and materials 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.

2.5. 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 Performance. Xerox agrees to perform the Services in a professional manner, consistent with applicable industry standards. Xerox will re-perform any Services not in compliance with this representation and brought to Xerox's attention in writing within 30 days after such Services are performed.

- 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 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's content or materials, 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, Software or Third Party Hardware.
- 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. FOR CLARITY, FOR ANY EQUIPMENT LEASED TO CUSTOMER BY XEROX UNDER THIS AGREEMENT OR ANY ORDER HEREUNDER, SUCH LEASE AND/OR ORDER SHALL BE CONSTRUED AS A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, 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 and Products for their intended purposes in the systems environment for which they were designed and shall not apply to any Services or Products which have been subject to misuse, accident or alteration or modification by Customer or any third party.

2.6. Intellectual Property

- a. Xerox Tools may be used by Xerox to provide certain Services, as set forth in an Order or a Statement of Work. 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 an 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 Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Remote Product Info 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.
- b. Each party will retain ownership of its Intellectual Property. Each party grants the other a limited, non-exclusive, royalty-free right and license to use the other party's Intellectual Property (excluding the Xerox Tools) in the U.S. only to the extent necessary for such party and its designees to receive the benefit of, and/or, fulfill its obligations under this Agreement. Neither party will (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Intellectual Property of the other or, (ii) allow others to engage in same, except as permitted by applicable law or as expressly permitted under this Agreement or the applicable SOW.
- c. The parties acknowledge and agree that no Intellectual Property will be created or transferred under this Agreement. If the scope of the parties' relationship changes to include creation or transfer of Intellectual Property, that activity will be addressed in a separate written agreement.
- d. If the Products or Services are configured to provide output (excluding Remote Product Info), including modification or transformation of Customer Information, Customer shall be the sole owner of any such output

in any format or media obtained by use of the Products or Services and may freely use and disclose such output to any third party. Examples of output include scans and printed output of Customer Information processed by Equipment.

2.7. Reserved.

2.8. Limitation of Liability

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION 2.8(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 2.8(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 TWENTY-FOUR (24) 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 2.8(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 2.8 SHALL NOT APPLY WITH RESPECT TO:
 - i. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;
 - ii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR
 - iii. 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.

2.9. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a term of <<Enter Term>> months. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products owned by Xerox and/or Xerox Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Agreement 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 other than Non-Appropriation of Funds or an uncured Xerox default 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.

2.10. Confidentiality

- a. **Obligations.** 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. 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, and each party agrees not to disclose any of the foregoing without the other party's prior written

consent. Any services procedures manuals and Xerox's Intellectual Property are Xerox Confidential Information. Private Information is Customer's Confidential Information. Confidential Information may only be used for the purposes of receiving the benefit of or fulfilling obligations under this Agreement, and shared with employees, agents or contractors with a need to know such information to support the foregoing purposes. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. 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; provided, however, as to a requirement to disclose Confidential Information per clause (4), that party will (x) notify the disclosing party of the obligation to make such disclosure, and (y) 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.

- b. **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.

2.11. 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.

2.12. RESERVED..

2.13. RESERVED.

2.14. RESERVED.

2.15. 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. **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.
- e. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those stated in this NASPO ValuePoint Master Agreement.

- f. **Order of Precedence; Entire Agreement.** This SMA is part of the NASPO ValuePoint Master Agreement including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, and 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, in the event of any conflict between terms and conditions, the order of precedence shall be as outlined in the NASPO ValuePoint Master Agreement. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section 2.6 (Intellectual Property); (2) Section 2.8 (Limitation of Liability); and (3) Section 2.10 (Confidentiality) will prevail over conflicting provisions in any other section of this Agreement.

2.16. eCommerce Portal

Xerox and Customer agree to establish one or more eCommerce portals (each, an “eCommerce Portal”) to be used by Customer to select certain models of Equipment and supplies identified in such eCommerce Portals and, upon meeting the conditions set forth below, to submit Orders for the delivery of such Equipment and supplies. During the ordering process in the eCommerce Portal, Customer will be prompted to electronically accept certain terms and conditions that are in addition to those terms and conditions in this Agreement and which would otherwise print out on an SSO:

- (a) If Customer accepts such terms and conditions, Xerox will accept and process such order submitted through the eCommerce Portal as an Order (an “eCommerce Order”) without any requirement for Customer to execute and deliver an SSO or any other Order form.
- (b) If Customer declines such terms and conditions, then (i) Xerox will not accept the submission as an Order and (ii) Customer will need to execute and deliver to Xerox, an SSO presented by Xerox that identifies such Equipment or supplies, the term thereof, the pricing associated therewith and any applicable additional terms and conditions related thereto.

Notwithstanding the foregoing, an eCommerce Order cannot be used for certain types of transactions including, but not limited to, transactions involving Equipment subject to waiver dollars and/or flexibility, involving trade-in units, specific high-end Equipment and Equipment subject to a pooled volume minimum.

SERVICES MODULE

3. TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to Xerox’s performance of Services.

3.1. Scope of Services

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates 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. Xerox grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services only for the purpose of such Customer and its designees receiving the benefit of the Services set forth in the applicable SOW.

3.2. Charges for Services

Charges for Services are set forth in the applicable Order. Charges are based upon Master Agreement pricing 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 parties may agree to an adjustment to the charges 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 30 day month, and the terms and conditions of this Agreement will apply.

3.3. 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.

3.4. 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.

3.5. Early Termination of Services and Labor

Except as otherwise set forth in a Services Contract, upon 30 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, Customer shall pay all amounts due as of the termination date, together with the early termination charges as outlined in the NASPO ValuePoint Master Agreement.

EQUIPMENT MODULE

4. TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

4.1. 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 30-day month, and the terms and conditions of this Agreement and the applicable Services Contract will apply as of the Date of Installation.

4.2. Delivery and Removal and Suitability of Customer Facilities

With the exception of Group C, and Sub-Groups C1 and C2, Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware, and for Equipment and Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges 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.

4.3. Reserved.

4.4. Reserved.

4.5. 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.

4.6. 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. If for any reason whatsoever, this transaction is re-characterized as a secured financing, you are deemed to have granted to Xerox a first priority security interest in the Supplier Equipment in order to secure your performance under this Agreement. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to the Supplier Equipment.
- b. Customer will promptly notify Xerox, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The risk of loss or damage to the Supplier Equipment shall pass to Customer upon acceptance and/or for drop-shipped equipment upon delivery to the site where Xerox performs the Services and/or Maintenance Services and/or provides Products, as applicable. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- c. 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.
- d. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per 4.1 above). Except in the case of Non-appropriation of funds, If Equipment is terminated for any reason before the end of its minimum order term, the following termination charges shall apply: With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty- five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

4.7. Reserved.

4.8. Reserved.

4.9. 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

5. TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

5.1. Order

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

5.2. Title and Risk of Loss

Title and risk of loss or damage to the Purchased Equipment will pass to Customer upon acceptance or if drop-shipped, upon delivery at the applicable Customer Facilities.

5.3. 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.

5.4. 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.

5.5. Agreement Provision Exclusions

The following Agreement provisions do not apply to Orders for an outright purchase of Purchased Equipment: Sections 2.1(b)(ii) - (iii); 2.4(b)-(j); 2.5(b)(i); 2.9; and 4.6.

MAINTENANCE SERVICES MODULE

6. TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

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

6.1. 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 service provider 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.

6.2. 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.

6.3. 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. 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.

6.4. 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 Transmission, or if Remote Transmission is interrupted, Xerox may estimate them and bill Customer accordingly.

6.5. Remedy

Xerox will, for 5 years after the installation date of the initial unit or the initial term of the Order, whichever is longer, 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. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days' written notice to the other party.

6.6. 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

7. TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the GENERAL Module the following terms and conditions apply to the license and use of Software and its associated Documentation.

7.1.

Third Party Software

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



**NASPO ValuePoint Master Agreement Terms and Conditions
For Multi-Function Devices and Related Software, Services and Cloud
Solutions**

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Colorado** (Lead State)

**Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, Co 80203**

And

**Xerox Corporation
201 Merritt 7
Norwalk, CT 06851**

Master Agreement Number: 187800

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MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
- 1.2 A4 MFD** – A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
- 1.3 Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Device has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.
- 1.4 Accessory** – A compatible item that is added to the Base Unit to enhance its capabilities and functions.
- 1.5 Attachment** – Contractor’s Supplemental Documents which consist of the following:
- 1.5.1** Attachment 1 – Xerox General Terms
 - 1.5.2** Attachment 2 – Xerox Lease Agreement Terms and Conditions
 - 1.5.3** Attachment 3 – Xerox Rental Agreement Terms and Conditions
 - 1.5.4** Attachment 4 – Xerox Purchase and Maintenance Agreement Terms and Conditions
 - 1.5.5** Attachment 5 – Xerox Installment Sale Agreement Terms and Conditions
 - 1.5.6** Attachment 6 – Xerox Maintenance Agreement Terms and Conditions
 - 1.5.7** Attachment 7 – Xerox Services Master Agreement Terms and Conditions
 - 1.5.8** Attachment 8 – Xerox MPS Statement of Work Template
 - 1.5.9** Attachment 9 – Xerox Print Services Agreement
 - 1.5.10** Attachment 10 – Xerox Pool Plan Agreement Terms and Conditions
 - 1.5.11** Attachment 11 – Xerox Software License Addendum
 - 1.5.12** Attachment 12 – Xerox Product Specific Terms and Conditions
 - 1.5.13** Attachment 13 – Xerox Production Inkjet Equipment Terms and Conditions
 - 1.5.14** Attachment 14 – Xerox Sample Baltoro Customer Expectations Document
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 - 1.5.16** Attachment 16 – Xerox Baltoro SOW
 - 1.5.17** Attachment 17 – Xerox PrinterLogic SOW
 - 1.5.18** Attachment 18 – Xerox Equipment Take Back Options for US Customer
- 1.6 Authorized Dealer** – The Manufacturer’s authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer’s Products, and perform machine installation and maintenance on Devices

offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.

- 1.7 Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.
- 1.8 Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
- 1.9 Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.
- 1.10 Business Day** – Any day other than Saturday, Sunday, or a legal holiday.
- 1.11 Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments and the fair market value where applicable.
- 1.12 Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.
- 1.13 Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.
- 1.14 Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a \$1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.
- 1.15 Ceiling Pricing** - Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
- 1.16 Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.17 Coterminous** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new Device or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.
- 1.18 Deliverable** - A Product, Service, solution, result, labor, or other effort being sought through this RFP.
- 1.19 Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as “Equipment.”
- 1.20 Device Downtime** - The period of time that a Device is not operational and is waiting for Service to be completed. Actual Equipment downtime represents the time the Equipment

is “down” and cannot make prints or copies. It is comprised of response time and machine repair time.

- 1.21 Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.
- 1.22 Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.
- 1.23 Device Upgrade or Downgrade** - A replacement of the Purchasing Entity’s existing lease or rental Device, with a different Device, of either greater or lesser value. A new lease or rental is then originated for the new Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.
- 1.24 Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.
- 1.25 Embedded Software** - One or more software applications which permanently reside on a computing Device.
- 1.26 Energy Star** - The U.S. Environmental Protection Agency’s standard for energy efficiency.
- 1.27 Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.
- 1.28 Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity’s specified location.
- 1.29 Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.
- 1.30 Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, 60, 72, 84, 96, 108 or 120 months) that a Purchasing Entity enters into a lease or rental agreement.
- 1.31 Intellectual Property** - Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.32 Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.
- 1.33 Lead State** - The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.34 Legacy Device** – A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
- 1.35 Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
- 1.36 Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity’s entire enterprise and output infrastructure of printed materials, with the

objective of creating a solution that improves the print process and reduces the expense of printed material.

- 1.37 Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Contractor.
- 1.38 Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
- 1.39 Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.40 Monthly Minimum Charge or MMC** - 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, finance components and/or Products. One-time items, recurring separate charges and usage based charges (as such items or charges, as applicable, are defined on an Order) are billed separately from the MMC.
- 1.41 Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
- 1.42 NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.43 Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
- 1.44 Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.
- 1.45 Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.
- 1.46 OEM** – The Original Equipment Manufacturer.
- 1.47 Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc. used by a Purchasing Entity to order the Products and Services. For purposes of an MPS offering, a MPS statement of work is not an Order, it is part of an Order.
- 1.48 Participating Addendum** – A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.49 Participating Entity** - A state (as well as the District of Columbia and US territories), city,

county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

- 1.50 Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.51 Power Filter** - An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.
- 1.52 Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
- 1.53 Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.
- 1.54 Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.
- 1.55 Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.
- 1.56 Published Price** – The price that is posted on the Manufacturer's website or in their pricing literature (e.g. not the Master Agreement contract price) and/or part of the price exhibit.
- 1.57 Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- 1.58 Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.
- 1.59 Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.
- 1.60 Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.
- 1.61 Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location. Contractor measures Response Time based on the quarterly response time average for the Participating State's entire Xerox-branded Equipment population. Failure to achieve the applicable Response Time targets or the timeliness of service requirements will not constitute a breach of the Master Agreement or the applicable Order.
- 1.62 Scanner** - A Device that scans documents and converts it into digital data.
- 1.63 Segment** - The various speeds that Devices are categorized by.
- 1.64 Services** – The labor required to be performed by Contractor pursuant to the Master

Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.

- 1.65 Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.
- 1.66 Service Call** - An on-site Service technician visit due to Device error or malfunction.
- 1.67 Short-Term Rental** - A type of agreement in which ownership is not an option and the maximum rental term does not exceed 18 months.
- 1.68 Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
- 1.69 Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.
- 1.70 Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor’s Supplemental Documents are the only authorized documents under this Master Agreement and are attached hereto as Attachments.
- 1.71 Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.
- 1.72 Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.
- 1.73 Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
- 1.74 Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. Parties and Term of the Master Agreement

- 2.1 Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the “Lead State”), and Xerox Corporation (hereinafter called “Contractor”), for the procurement of A3 MFD’s, A4 MFD’s, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Consumable Supplies, Managed Print Services, Software Related Services (including cloud-based offerings and web-based fleet management tools), Standalone Production Devices, Industrial Print Equipment, and Specialty Printers as approved per this Master Agreement, for the benefit of Participating States, Entity’s, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.
- 2.2 Initial Term.** The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.
- 2.3 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

III. Order of Precedence

- 3.1 Order.** This Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity’s Participating Addendum (“PA”);
 - 3.1.2** NASPO ValuePoint Master Agreement, including all Exhibits;
 - 3.1.3** An Order issued against the Master Agreement;
 - 3.1.4** The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;
 - 3.1.5** Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
 - 3.1.6** Contractor’s Supplemental Documents, which are included as Attachments.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities

within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.1.1 Contractor will report on all Usage Based Equipment sales, and on Usage Based or Life Cycle Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.

5.2.1.2 Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor may report as follows:

5.2.1.2.1 Purchased Equipment: Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies," providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the Equipment.

5.2.1.2.2 Lease and Rental Equipment: Contractor may report sales according to the Purchased Equipment methodology described above, or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the invoiced Equipment.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and

schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Contractor’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master

Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This

subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("ceiling") price to any Purchasing Entity.
- 6.1.1** MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).
- 6.1.2** With the exception of Group C and Sub-Group C1 and C2 Devices, pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to section IV.E.5 of Exhibit A, Statement of Work, for more information.
- 6.1.3** Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.
- 6.1.4** Contractor may update their lease and rental rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease and rental rates will not be permitted until 8/1/2025.
- 6.1.5** Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing **once per calendar year**. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.
- 6.1.6** All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to

send Price List updates directly to NASPO ValuePoint.

- 6.1.7 All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.
 - 6.1.8 Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity of special state-wide promotional discounts.
 - 6.1.9 No retroactive adjustments to prices or rates will be allowed.
- 6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 **Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing and Rental provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor, as long as those negotiations don't fall outside the original scope of the RFP or the Master Agreement.

For example: The maximum lease or rental term on Group A Devices is 60 months; Contractor is not permitted to offer a lease term in excess of this.

VII. Ordering

- 7.1 **Order Numbers.** Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available by the Participating State, Purchasing Entity local source, State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental Order, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Ordering and Invoicing Specifications.** At the discretion of the Participating State or Entity, all Orders pursuant to this Master Agreement, may contain the following:
- 7.6.1** Name of Purchasing Entity;
- 7.6.2** The name, phone number, and address of Purchasing Entity representative;
- 7.6.3** Order date;
- 7.6.4** Description of the Product and/or Service ordered;
- 7.6.5** Model number;
- 7.6.6** Price;
- 7.6.7** The Master Agreement number; and
- 7.6.8** Any additional information required by the Participating State or Entity.
- 7.7** Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.
- 7.8** At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.
- 7.9** Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.

- 7.10** With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.
- 7.11** Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 7.12** Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 7.13** All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.
- 7.14** Contractor, Third-Party leasing companies, and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 7.15** Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns. Should the Participating State, Participating Entity, or a Purchasing Entity dispute an invoice, Contractor shall require the Participating State, Participating Entity, or a Purchasing Entity to provide Contractor written notice describing the item(s) and reason(s) the invoice amount is being disputed. Contractor shall work with the Participating State, Participating Entity, or the Purchasing Entity to resolve the dispute, and will issue an adjustment invoice, as required. Pending the resolution of the dispute, the Participating State, Participating Entity, or the Purchasing Entity is expected to pay all undisputed amounts, including the Monthly Minimum Charge which is not subject to dispute.
- 7.16** Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:
- 7.16.1** The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
- 7.16.2** All Environmentally Preferable Products (EPP) shall be clearly listed;
- 7.16.3** If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
- 7.16.4** All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and
- 7.16.5** Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.
- 7.17** **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

- 7.18 Substitutions.** If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.
- 7.19 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.
- 7.20 Supplemental Documents.** All Attachments to this Master Agreement have been reviewed and negotiated by the Lead State only to the extent that they comply with the terms and conditions of RFP-NP-23-001 as well as this Master Agreement. Participating States and Entities are still advised however, to review each Supplemental Document and negotiate the terms and conditions further with Contractor if necessary. It shall be at the discretion of Contractor and Purchasing Entity to determine which Supplemental Documents are appropriate for each Order type. With the exception of End User License Agreements (EULA's), clickwrap agreements, and any third party software agreements, which have not been reviewed or negotiated by the Lead State, nor are they attached to this Master Agreement, only the Supplemental Documents attached to this Master Agreement are permitted to be used for any Order placed.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, standard freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
- 8.1.1** Notwithstanding the above, the responsibility and liability for loss or damage will remain the Contractor's on all Contractor installed Devices, until final inspection and Acceptance, when responsibility will pass to the Purchasing Entity, and for drop-shipped Devices, liability for loss or damage shall pass to the Purchasing Entity upon delivery of the Device, except as to latent defects, fraud, and Contractor's warranty obligations. The Purchasing Entity is required to insure the equipment while installed
- 8.2 Available Products.** Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.
- 8.3 Required Updates.** Contractor shall provide a minimum of semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.
- 8.4 Software Installation.** Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
- 8.5 Delivery Days and Receiving Hours.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible for any additional charges should the Contractor

fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.

- 8.6 Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- 8.7 Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3** With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Device(s).
- 9.4** Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.
- 9.5** Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Devices are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.
- 9.6 Inspection.** Unless an Order is preceded by a trial Order as described in **section 9.8.1**, all Devices are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.6.1** Devices that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently

revealed when goods are put to use.

9.6.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Device rejected and returned, or for which Acceptance is revoked.

9.7 Failure to Conform. If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of Services performed.

9.8 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Device meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.8.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Device is delivered or, if installed by Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing. For purposes of this section, unless an Order is preceded by a trial order, the Device will be considered accepted upon the installation of the Device by Contractor, after the Equipment successfully runs all required diagnostic routines, and the Equipment is turned over to the Purchasing Entity for use. The term for an Order shall commence upon Acceptance of the Device; provided however, for a customer-installable or dropped-ship Device, the term for an Order shall commence upon delivery of the Device.

9.8.2 If the Device does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.8.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Device still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Device from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.8.4 Contractor shall pay all costs related to the preparation and shipping of Device returned pursuant to the section.

9.8.5 No Device will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this **section X** will apply.

10.2 The warranty period shall begin upon Acceptance of the Device, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices. Notwithstanding the foregoing, Contractor warrants Equipment

performance for the entire lease term or thirty-six (36) months for purchased Equipment. The only time this is not applicable is for a limited number of Group C Devices which are special production units that need at least 180 days to implement unique applications. In the case of these Group C Devices that have an implementation period for unique applications, the team will work with the Purchasing Entity to agree upon a Customer Expectations Document (“CED”) that will lay out the performance expectations. As long as the Equipment is continuously maintained on a Contractor Maintenance Agreement during its term or for 36 months from purchase, if the Equipment is not performing substantially consistent with the performance expectations outlined in the Customer Expectations Document (“CED”) or such other documentation provided with the Equipment if a CED does not accompany the Equipment (the “Documentation”), Contractor will, after attempting to repair the device per the Maintenance Services provision hereto and upon the Participating Entity’s request but in Contractor’s sole discretion, replace such Equipment without charge with identical Equipment or with other Equipment with comparable features and capabilities.

- 10.3** Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
- 10.4** Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
- 10.5** If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.
- 10.6** Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
- 10.7** Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 10.8** Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.
- 10.9** Contractor warranty obligations shall not apply if:
 - 10.9.1** The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
 - 10.9.2** If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
 - 10.9.3** The Device is relocated to any place where Contractor Services are not available.
- 10.10** Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.
- 10.11** It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.
- 10.12 Lemon Clause**
 - 10.12.1** This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor’s Master Agreement.

- 10.12.2** This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
- 10.12.3** The application period is thirty-six (36) months from the date of Acceptance.
- 10.12.4** This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.
- 10.12.5** A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
- 10.12.6** Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a new Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

10.13 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

XI. Equipment Title

- 11.1 Conveyance of Title.** Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
 - 11.1.1** Purchasing Entity up-front purchase of the Device;
 - 11.1.2** Purchasing Entity exercising the purchase option at the end of an FMV Lease;
 - 11.1.3** Expiration of a Purchasing Entity's Capital Lease; or
 - 11.1.4** Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.
- 11.2 Embedded Software.** Transfer of title to the Device must include an irrevocable and perpetual license to use any Embedded Software in the Device. If Purchasing Entity subsequently transfers title of the Device to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Device title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless

NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product, system or method.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, **Section 12.2** is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 13.2** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- 13.2.1 Commercial General Liability** covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
- 13.2.2 Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
- 13.2.3** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.2.4 Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 13.3** Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- 13.4** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:
- 13.4.1** Includes the Participating States identified in the Request for Proposal as additional insured's, and;
- 13.4.2** Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

- 13.5** Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.6** Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.
- 13.7 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.8 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.9 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.10 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly

pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Contractor agrees to make such records available within a reasonable amount of time upon written receipt of request. These records shall exclude any information deemed by Contractor to be confidential or proprietary.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy,

reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

- 14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
 - 14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
 - 14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
 - 14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law,

Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, acts of war which are beyond that party's reasonable control, pandemics, or epidemics that would negatively impact supply chain distribution. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement. This clause does not absolve Purchasing Entity of their payment obligations for goods or services received. Past due account charges will not accrue until the conclusion of the Force Majeure event, at which point Contractor shall also be expected to resume their Service obligations.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
 - 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations; and
 - 14.8.3.5** Suspension of Contractor's performance.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

14.12.2 The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal

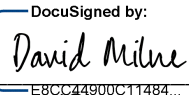
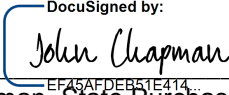
antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

* Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.

<p style="text-align: center;">CONTRACTOR Xerox Corporation</p> <p>By: David Milne Title: CFO</p> <p>By:  Signature</p> <p>Date: 11/29/2023</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor</p> <p style="text-align: center;">Department of Personnel & Administration State Purchasing & Contracts Office Tony Gherardini, Executive Director</p> <p>By:  John Chapman, State Purchasing Manager</p> <p>Date: 11/29/2023</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

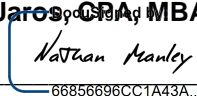
<p style="text-align: center;">STATE CONTROLLER Robert James, CPA, MBA, JD</p> <p>By:  Signature</p> <p>Date: 11/29/2023</p>

EXHIBIT A – STATEMENT OF WORK

I. Product Overview

A. Contractor is authorized to provide Products and Services in the following Groups and Sub-Groups:

1. Primary Products and Services:

Group	Products and Services
A	A3 MFD – <i>OEM only</i>
B	A4 MFD – <i>OEM and Non-OEM</i>
C	Production Equipment – <i>OEM and Non-OEM</i>
D	Single-function Printers – <i>OEM and Non-OEM</i>
E	Large/Wide Format Equipment – <i>OEM and Non-OEM</i>
F	Scanners – <i>OEM and Non-OEM</i>
G	Software – <i>OEM and Non-OEM</i>
H	Supplies (consumable) – <i>OEM and Non-OEM</i>
I	Managed Print Services

2. Ancillary Products and Services:

Sub-Group	Products and Services
G1	Software Related Services
C1	Standalone Production Devices (cutters, sorters, binders) – <i>OEM and Non-OEM</i>
C2	Industrial Print Equipment – <i>OEM and Non-OEM</i>
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – <i>OEM and Non-OEM</i>

- B. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.
- C. Contractor may only offer Devices that meet the minimum requirements as outlined in **section II.A**.
- D. Any Products added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4**.
- E. Contractor may provide MPS under any Group they offer under this Contract. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so.
- F. Contractor may add, remove or modify Products and Services on their Price Lists **once per**

calendar month, beginning in September 2024. Modifications do NOT include price increases. Refer to **section 6.1 of the Master Agreement Terms and Conditions** for information regarding pricing.

- G.** Any Device additions must be updated with Buyer’s Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer’s Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer’s Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer’s Lab.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

- 1. Group Categories.** Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3	
Segment	PPM
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
Segment	PPM
1	Up to 20
2	21 - 30
3	31 - 40
4	41 - 50
5	51 - 60
6	61+

Group C – Production Equipment	
Segment	PPM
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment			
Segment	A1 or D Size PPM*	Width – Office	Width - Industry
Low	0 – 3	24” – 44”	46” and higher
Medium Low	4 - 9	24” – 44”	46” and higher
Medium High	10 - 19	24” – 44”	46” and higher
High	20+	24” – 44”	46” and higher

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

- 2. Device Configurations.** Devices must be equipped, at a minimum, with the following Accessories/capabilities:

2.1 Group A – MFD, A3

- a. New power filter;
- b. Duplex for Segment 3 and above;
- c. Standard paper drawer(s) equal to or greater than:
 - i) One (1) paper supply for Segment 2;
 - ii) Two (2) paper drawers for Segments 3 and 4; and/or
 - iii) 2,000 sheet paper capacity for Segments 5 and above.
 - iv) Paper size capacity up to 11” x 17”; and
 - v) Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

- a. New power filter;
- b. Bypass paper supply;

- c. Standard paper drawer(s) equal to or greater than:
 - i) One (1) paper supply for Segments 1 and 2;
 - ii) Two (2) paper drawers for Segments 3 and 4; and/or
 - iii) 1,000 sheet capacity for Segments 5 and above.
- d. Paper size capacity up to 8 1/2" x 14"; and
- e. Envelope adjustment capability.

2.3 Group C – Production Equipment

- a. New power filter;
- b. Standard paper drawer(s);
- c. Standard paper capacity;
- d. Duplex; and
- e. Network connectivity.

2.4 Group D – Single-function Printers

- a. Must include an inkjet, light emitting diode (LED), or laser print engine;
- b. Standard paper drawer(s);
- c. Standard paper capacity; and
- d. Network connectivity.

2.5 Group E – Large/Wide Format Equipment

- a. Hard-Disk drive;
- b. Network connectivity;
- c. Touch screen control panel; and
- d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

2.6 Group F – Scanners

- a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
- b. Automatic Document Feeder (ADF);
- c. Letter or legal paper size capacity;
- d. Color depth of at least 24 bytes; and
- e. Single pass duplex scan.

3. Device Standards. Devices must meet the following requirements:

- 3.1** Group A Base Units are OEM only.
- 3.2** Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.
- 3.3** Group D must be Energy Star compliant or EPEAT registered to a minimum of

Bronze Standard within one (1) year of being added to the Master Agreement Price List.

- 3.4** Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.
- 3.5** If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.
- 3.6** All Devices must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum. Discontinued Devices are not permitted to be offered under the Master Agreement.
- 3.7** Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.
- 3.8** Device specifications must be published on the Contractor website.
- 3.9** MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.
- 3.10** Devices must maintain a PPM speed, according to Segment classification.
- 3.11** Devices must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4. Device Exceptions

- 4.1** Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.
- 4.2** Group C, Sub-Group C1, Sub-Group C2, and Group F are not required to be EPEAT registered or Energy Star compliant.
- 4.3** Digital Duplicators may be offered by Contractor under Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.
- 4.4** Under Group E, Contractor may offer Large/Wide Format Equipment that accommodates **all** paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

5. Accessories

- 5.1** Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.
- 5.2** Contractor may also maintain a separate price list for Accessories for Base Units

that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

- 5.3** Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means. If the Device is currently being leased or rented, Purchasing Entity must obtain Contractor approval to add Accessories. Purchasing Entities shall also be advised that obtaining Accessories from a Third Party and not the Contractor or their Dealer may void certain warranty or maintenance agreement provisions.

6. Remanufactured and Refurbished Equipment

- 6.1** Contractor may offer Remanufactured and/or Refurbished Equipment under any Group.
- 6.2** Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.
- 6.3** Equipment can be acquired via a purchase, lease or rental agreement.
- 6.4** Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.
- 6.5** All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.
- 6.6** Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement.
- 6.7** Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.
- 6.8** Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the Published Price for the Group and Segment to which it belongs.

7. Group G - Software

- 7.1** May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.
- 7.2** Software pricing for unique designs or complex configurations will be quoted on a case by case basis.
- 7.3** Contractor may provide OEM and/or Third Party software.
- 7.4** All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.
- 7.5** Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict

the language in the Master Agreement, and unless otherwise stated in a Participating Addendum.

7.6 Software Subscriptions

- a. Software pricing shall be inclusive of available software patches and any updates.
- b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.
- c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.
- d. License fees and support fees shall remain firm throughout the term of the agreement.
- e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.
- f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

8. Group H – Supplies (consumable)

- 8.1** Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.
- 8.2** Contractor may offer OEM or compatible consumable Supplies for Groups A, B, C, D and F, as well as Sub-Groups C1, C2 and D1. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:
 - a. Toner;
 - b. Staples;
 - c. Ink;
 - d. Print Cartridges;
 - e. Imaging Drums;
 - f. Fuser Kits;
 - g. Cleaning Kits;
 - h. Transfer Kits;

- i. Waste Toner Bottles;
- j. Fuser Oil;
- k. Ozone Filters;
- l. Ribbon;
- m. Developer;
- n. Rollers and Pads; and
- o. Maintenance Kits.

8.3 Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, **or** be bio-based.

8.4 Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

9. Service Offerings

9.1 Group I - Managed Print Services

- a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.
- b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.
- c. Contractor may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.
- d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.
- e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Attachment 8, Xerox MPS Statement of Work Template**, and it must be

approved by both parties prior to the initiation of any engagement.

- f. Any MPS engagement shall include the following:
 - i) **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);
 - ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);
 - iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);
 - iv) **End-user Support** (e.g. training; Help Desk); and
 - v) **Account management** (e.g. reporting; invoicing; customer business reviews).
- g. The MPS engagement may include, but is not limited to, the following:
 - i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);
 - ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);
 - iii) **Change Management;**
 - iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);
 - v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).
 - vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and
 - vii) **Cartridge Recycling.**
- h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.
- i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

9.2 Maintenance Agreements. No Maintenance Agreement shall be subject to automatic renewals.

a. Pricing

- i)** Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- ii)** Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.
- iii)** Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.
- iv)** Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls for Groups A, B, C and D. Supplies may or may not be included.
- v)** Pricing for ALL Groups may also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- vi)** Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vii)** Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
- viii)** Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.
- ix)** Contractor may charge flat rate fees for Services performed on any Accessories.
- x)** Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- xi)** 11"x17" impressions may be counted as one (1) click or two (2) clicks on Group A and C Devices.
- xii)** Contractor may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- xiii)** A two-sided document shall be counted as two (2) clicks.
- xiv)** Contractor must not charge for scans on any MFD.

b. Initial Term

- i)** Pricing shall remain firm for the initial term of the Maintenance Agreement (e.g. 12, 24, 36 months etc.). Upon renewal of the Maintenance Agreement, Contractor may adjust the pricing, as long as the pricing does not exceed Master Agreement rates.
- ii)** For lease and rental Devices, the total Maintenance Agreement term shall be equal to the term of the lease or rental (e.g. 24, 36, 48 months etc.).
- iii)** For purchased Devices, the initial term is determined by the

Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group D, Sub-Group D1, Group E, and Group F Devices, and 120 months on Group C and Sub-Groups C1 and C2 Devices.

c. Renewal Term

If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.

d. Blended Rates

- i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.
- ii) The Blended Rate must be divided between b&w and color.
- iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
- iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity, and/or the Purchasing Entity.

e. Manual Meter Reads

- i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.
- ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.
- iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

f. Customer Owned Devices

- i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.
- ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

g. Lease or Rental Devices

- i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased or rented by a Purchasing Entity.
- ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

h. Legacy Devices

- i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following

conditions are met:

- 1) The Device has not reached the end of its Useful Life;
 - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
 - 3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f) and II.A (9.2)(g)**.
- ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
 - iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.
 - iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

1. Sub-Group Categories. The following Products and Services are sub-groups of the Primary Product and Service Offering Groups.

1.1 Sub-Group G1 – Software Related Services. This is a sub-group of Group G – Software. This sub-group shall include, but not be limited to, the following Services:

- a. Cloud-based scanning (software as a service, enterprise content management); and
- b. Industrial Print solutions (back-file conversion, enterprise content management).

1.2 Sub-Group C1 – Standalone Production Devices. This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Cutters;
- b. Inline Finishers;
- c. Folders;
- d. Sorters;
- e. UV Coaters; and
- f. Binders.

1.3 Sub-Group C2 – Industrial Print Equipment. This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to

OEM, and may include, but not be limited to, the following:

- a. Digital Label Press;
- b. Digital Press;
- c. 3D Printers;
- d. 48" and larger Wide Format Printers (roll-fed, hybrid, flatbed);
- e. Continuous Feed Inkjet;
- f. High Speed Inkjet; and
- g. Decorative Print & Embellishment.

1.4 Sub-Group D1 – Specialty Printers. This is a sub-group of Group D – Single-Function Printers. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Barcode labels;
- b. High Volume Inkjet;
- c. 3D Printers;
- d. Receipt printers;
- e. Card printers; and
- f. Cable printers.

2. Sub-Group Category Discounts. Products in Sub-Groups C1, C2 and D1 must be discounted at a minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM within Group C and Group D, respectively.

3. Open Market Items

3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the Master Agreement. NSP items will **not** include:

- a. Interactive White boards;
- b. Computers, monitors, or other related hardware items;
- c. Fax machines;
- d. Kiosk machines;
- e. Overhead Projectors; and
- f. Cameras.

3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the Master Agreement.

3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

3.4 NSP items may be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined

by the Participating State or Entity.

- 3.5** It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4. Emerging Technologies

- 4.1** Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.
- 4.2** Technology is not restricted to OEM, nor is it required to be Private Labeled.
- 4.3** Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and Master Agreement.
- 4.4** Any new technology must be priced according to the lowest discount offered for any Product under the Master Agreement. No discount or a 0% discount does not qualify as a “lowest” discount.

III. Purchase, Lease and Rental Programs

- A. Acquisition Methods.** Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	24, 36, 48 and 60 months
Capital Lease	
Straight Lease	
Cancellable Rental	24 and 36 months

- All Devices on Contractor’s Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.
- Contractor may also offer 72-month lease rates for Group C and Sub-Groups C1 and C2 Devices only, and 84-month lease rates for Group C and Sub-Groups C1 and C2 Devices on an exception base only.

B. Device Trade-In

- A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase, lease or rental Order.
- The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease and Rental Rates

- Contractor may elect to include property tax in their lease and rental rates, or they may bill the Purchasing Entity separately for property tax.
- Once a Purchasing Entity enters into a lease or rental agreement, the lease or rental rate

must remain fixed throughout the Initial Lease or Rental Term, regardless of whether the Contractor had increased their lease or rental rates in the Master Agreement Price Lists. If Contractor has decreased their lease or rental rates in their Price Lists, then they may extend that lower rate to the Purchasing Entity.

3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.
4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease and rental rates listed in the most recent Price Lists posted on the NASPO ValuePoint website.
5. Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.
6. Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:
 - 6.1 The Daily Treasury Yield Curve (or comparable index) Rate;
 - 6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;
 - a. The fixed margin for each lease and rental type being proposed, and how that margin is determined; and
 - b. The methodology for determining the 48 month base rate if a 4-year rate is not published.
 - 6.3 Contractor must offer Coterminous lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Coterminous lease and rental rates must adhere to the following methodology:

***For example:** A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor shall divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Coterminous payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

D. Leasing and Rental Overview

1. All lease and rental programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State, Participating Entity, or Purchasing Entity can use them. It will be at the discretion of the Participating State, Participating Entity, or the Purchasing Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however,

- will still be the responsibility of the Contractor.
2. A Purchasing Entity may lease or rent Devices pursuant to the terms and conditions in this Master Agreement, and according to the requirements listed in their states' Participating Addendum.
 3. Lease and rental agreements shall not be subject to automatic renewals. This is non-negotiable in any Participating Addendum or Order.
 4. A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.
 5. With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.
 6. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
 7. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
 8. If Purchasing Entity fails to make Device available for pickup after thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Device, for each month that the Device remains at Purchasing Entity's location. Contractor or Authorized Dealer is not permitted to bill the Purchasing Entity for failure of Contractor or Authorized Dealer to pickup the Device when Purchasing Entity has made it available.
 9. Contractor and/or Authorized Dealers shall be responsible for all Device pickup and return costs.
 10. The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group C and Sub-Group C1 and C2 Devices, which, at the discretion of the Participating State or Entity, and upon availability of the Contractor, shall have a maximum term of 120 months.
 11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.
 12. All Renewal Terms shall be billed on a monthly basis.
 13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.
 14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing

Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment payments only (i.e. less maintenance).

E. Leasing and Rental Options

1. FMV Lease

- 1.1** A Purchasing Entity shall have the option to enter into an Initial Lease Term of 36, 48, or 60 months for Group A, Group B, Group C, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72 and 84 month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 1.2** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - a.** Exercise their purchase option;
 - b.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - c.** Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease (\$1 Buyout Lease)

- 2.1** A Purchasing Entity shall have the option to enter into an Initial Lease Term of 36, 48, or 60 months for Group A, Group B, Group C, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72 and 84 month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 2.2** Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum or an Order, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

- 3.1** A Purchasing Entity shall have the option to enter into an Initial Lease Term of 36, 48, or 60 months for Group A, Group B, Group C, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72 and 84 month terms for Group C and Sub-Groups C1 and C2 only, if provided by the Contractor.
- 3.2** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

- b. Return the Device to the Contractor, or have the Contractor pick the Device up.

4. Cancellable Rental

- 4.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24 and 36 months for Group A, Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.
- 4.2 A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- 4.3 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - b. Return the Device to the Contractor, or have the Contractor pick the Device up.

F. Leasing and Rental Terms and Conditions

1. Possession and Return of Lease and Rental Devices

- 1.1 The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.
- 1.2 Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
 - a. Any acquisition or return options, based on the type of lease or rental agreement;
 - b. Any renewal options, if applicable; and/or
 - c. Hard drive removal and surrender cost, if applicable.
- 1.3 If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Device, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.
- 1.4 If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

- 2. **Payment.** The first scheduled payment (as specified in the applicable Order), will be due

following the Acceptance of the Device(s), or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

- 3. Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease. A Buyout to Keep option is not available on a Straight Lease.
- 4. Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).
- 5. Device Upgrade or Downgrade.** A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.
- 6. Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
- 7. Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).
 - 7.1** Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
 - 7.2** No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.
- 8. Early Termination Charges**
 - 8.1** Except in the case of Non-appropriation of funds, FMV, \$1 Buyout, and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance

obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

- 8.2** Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.
- 9. Default.** Each of the following is a “default” under these lease and rental terms:
- 9.1** Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;
 - 9.2** Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;
 - 9.3** Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;
 - 9.4** Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor’s assets; or
 - 9.5** Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity’s assets.
- 10. Remedies.** If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following, at the discretion of the Participating State or Entity:
- 10.1** Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;
 - 10.2** Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor’s bargain and not as a penalty, a sum equal to:
 - a.** All past due payments and all other amounts payable under the lease or rental agreement;
 - b.** All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and
 - c.** Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

IV. Contractor Responsibilities and Tasks

A. Service Requirements

- 1. Technicians.** All technicians must be factory trained by the OEM and certified to Service the Devices.

- 2. Standard Service Levels.** Participating States and/or Entities may negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:

2.1 End-User Training

- a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.
- b. Purchasing Entity may also request an additional one-hour training session for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.
- c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.
- d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.
- e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.
- f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.
- g. For Groups A, B, C, D, E, and Sub-Groups C1, C2, and D1, Contractor shall provide a no charge, toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
- h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

- 2.2 Preventative Maintenance.** Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in

an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

2.3 Device Performance

- a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.
- b. Device Downtime due to lack of consumable Supplies is not acceptable.
- c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

2.4 Loaner Device. If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

- a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or
- b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.
- c. If any Device in Group C or Sub-Groups C1 and C2 are inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

2.5 Repair Parts

- a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.
- b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.
- c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

- a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

- b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:
 - i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- c. Contractor(s) may charge different rates according to each Service Zone.

2.7 Service Logs

- a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

- a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.
- b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from current placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

- c. Contractor may not charge for any fees incurred due to fuel or tolls.
- d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.
- e. Contractor is required to offer Device relocation services for all lease and rental Equipment.

3. Meter Read Invoicing

- 3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.
- 3.2 Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- 3.3 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- 3.4 Failure on the Contractor's part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

4. Reporting

4.1 Service Level Calculations

- a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.
- b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4.2 Periodic Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

- a. The report shall include the following:
 - i) Number of Service Calls placed;
 - ii) Response Time per Device;
 - iii) Dates that Preventative Maintenance was performed, if applicable; and
 - iv) Estimated end of Useful Life per Device, based on current usage.
- b. The report may include, but not be limited to, the following:
 - i) Location of Devices;
 - ii) Click usage per Device; and
 - iii) EPEAT certification level of each Device.

B. Customer Service

1. **Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of

contact for the following:

- 1.1 **Master Agreement Contract Administrator** – shall be the Lead State’s primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master Agreement;
 - 1.2 **NASPO ValuePoint Reporting Contact** – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
 - 1.3 **Master Agreement Marketing Manager** – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
 - 1.4 **National Service Manager** – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor’s operations, as well as strategic planning of the Service department.
2. **Single Point of Contact.** Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.
 3. **Service and Support Hours.** Contractor must provide full Service and support for Products during Normal Business Hours.
 4. **Customer Service Team.** Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.
 5. **Additional Coverage.** Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.
 6. **Online Access.** Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

1. Contractor can engage Authorized Dealers to provide Products and/or Services.
2. In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.
3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall

provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.

4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly, unless otherwise stated in a Participating Addendum.
5. Contractor shall send notice to the Lead State, utilizing **Exhibit C, Authorized Dealer Form** and **Exhibit D, Authorized Dealers by State**, within three (3) calendar days of engaging or removing a Dealer.
6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State. Under no circumstances is a Participating State or Entity permitted to use a Dealer that has not been approved by the Lead State.
7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:
 - 7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;
 - 7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

1. Contractor may offer trial or demonstration Devices for Group A, Group B, and if requested by the Purchasing Entity, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F.
2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.
3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
 - 3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
 - 3.2 The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
 - 3.3 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and
 - 3.4 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.
4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not

exceed thirty (30) calendar days.

5. If Purchasing Entity does not make the demonstration Device available for pickup after thirty (30) calendar days, then Contractor may bill the Purchasing Entity for use of Device for each day that it remains at Purchasing Entity's location. Such rates shall not exceed current market standards.

E. Device Installation Requirements

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
 - 1.1 Air conditioning;
 - 1.2 Electrical;
 - 1.3 Special grounding;
 - 1.4 Cabling;
 - 1.5 Space;
 - 1.6 Humidity and temperature limits; and
 - 1.7 Other considerations critical to the installation.
2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.
6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.
7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

F. Security Requirements

1. Network and Data Security

- 1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs

associated with their implementation must be conveyed by Contractor prior to Order placement.

- 1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
- 1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

2. Sensitive Information. Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

3. Data Breach. Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in the NIST Computer Security Incident Handling Guide, which can be downloaded at <https://www.nist.gov/publications/computer-security-incident-handling-guide>, and it shall include, at a minimum, breach detection, breach notification, and breach response. Further, Contractor shall notify the impacted Purchasing Entity within 72 hours of learning of such breach.

4. Authentication and Access

- 4.1 Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- 4.2 Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- 4.3 The credential information for any remote authentication method may not be maintained within the Device's memory.
- 4.4 Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

5. Hard Drive Removal and Surrender

- 5.1 Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive is repossessed by Contractor; or
- 5.2 At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.

- 5.3** If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.
 - 5.4** Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.
 - 5.5** If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.
 - 5.6** If Contractor is removing another Manufacturer's Device, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this section are met.
- G. Contractor Notices.** Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

EXHIBIT B – SAMPLE D&A CERTIFICATE

**NASPO VALUEPOINT MASTER AGREEMENT NO.
AND THE STATE OF Insert Name of Participating State PARTICIPATING ADDENDUM NO.
WITH Insert Name of Contractor**

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C – AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

- The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.
- The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement **for the following reason** (required):

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____ Date: _____
 (Contractor Representative)

Signed: _____ Date: _____
 (Authorized Dealer Representative)

 (Print First and Last Name of Authorized Dealer Representative)

EXHIBIT D – AUTHORIZED DEALERS BY STATE



Exhibit D -
Authorized Dealers by

ATTACHMENT 1 – XEROX GENERAL TERMS

The following terms and conditions apply to all Xerox transactions.

GENERAL TERMS & CONDITIONS:

1. **REPRESENTATIONS.** The individuals entering into this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.
2. **CONSUMABLE SUPPLIES.** Consumable Supplies vary depending upon the Equipment model. If “Consumable Supplies” is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as “Phaser”, only, 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 herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.
3. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.
4. **“GUARANTEE PERIOD”** Xerox warrants equipment performance not just for 90 days like many manufacturers, but for the entire term of a lease agreement or 36 months for equipment that is purchased. The only time this is not applicable is for a limited number of Group C products which are special production units that need at least 180 days to implement unique applications.

In the case of those Group C products that have an implementation period for unique applications the team will work with the customer to agree upon a Customer Expectations Document (“CED”) that will lay out the performance expectations. As long as the equipment is continuously maintained on a Xerox Full Service Maintenance Agreement during its term or for 36 months from purchase, if the Equipment is not performing substantially consistent with the performance expectations outlined in the Customer Expectations Document (“CED”) or such other documentation provided with the Equipment if a CED does not accompany the Equipment (the “Documentation”), Xerox will, after attempting to repair the device per the Maintenance Services provision hereto and upon the Participating Entity’s request but in Xerox’s sole discretion, replace such Equipment without charge with identical Equipment or with other Equipment with comparable features and capabilities.

5. **NON-APPROPRIATION OF FUNDS.** The continuation of any lease, rental purchase or maintenance agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State, Purchasing Entity local source, State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental

agreement, and Xerox waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

6. **LIMITATION OF LIABILITY.** For claims arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.
7. **ASSIGNMENT.** Xerox reserves the right to assign this Agreement to a parent, subsidiary, or third party, upon written notification to the Lead State and Purchasing Entity, for the purpose of securitizing or monetization the transaction. Xerox will remain 100% responsible for all aspects of the contract after assignment.
8. **TAXES.** The Purchasing Entity will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income.
9. **CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.
10. **WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY.
11. **REMOTE SERVICES.** REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Data Transmission"). Remote Transmission also enables Xerox to transmit to you Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment, and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by you upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to the parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee, per the NASPO ValuePoint Master Agreement ("Master Agreement"), 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.

SOFTWARE

12. **SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment and/or Third Party Hardware ("Base Software") only with the Xerox-brand Equipment and/or Third Party Hardware with which it was delivered; and (b) Software and/or Third Party Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation) and may only be used on any single unit of Equipment or

Third Party Hardware, as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". The Purchasing Entity 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 and/or Third Party Hardware 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 Xerox 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: (a) Xerox is denied access to periodically reset such code; (b) you are notified of a default under this Agreement; or (c) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment and/or Third Party Hardware; (ii) you are a lessor of the Equipment and/or Third Party Hardware and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment and/or Third Party Hardware, as applicable. Neither Xerox 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.

- 13. SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). As used in this Agreement, "Base Software" means software and accompanying documentation provided with Xerox-brand Equipment and/or Third Party Hardware. 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 Xerox stops taking customer orders for the subject model of Equipment. For Base Software for Third Party Hardware, Software Support will be provided during the initial Term and any renewal period but in no event longer than the Third Party Hardware vendor provides similar support for it. For Software and/or Third Party Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Xerox, 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 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 you. Xerox will not be required to provide Licensed Software Support if you have modified the 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 Xerox 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 Xerox's then Master Agreement pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Licensed Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you may enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Xerox shall have no liability for the acts or omissions of such third party support services provider.
- 14. 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 Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.

- 15. 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.

ATTACHMENT 2 – XEROX LEASE AGREEMENT TERMS AND CONDITIONS

**A Contract between (Name of Purchasing Entity)
(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)**

**And
Xerox Corporation**

1. **LEASE TERM.** This Agreement shall be effective from _____ to _____, unless sooner terminated by either party as set forth in this Agreement in paragraph 10.
2. **DEFINITIONS.** “Lease Term” means the term of the Agreement set forth in Section 1. “Leased Equipment” means the Equipment described in Attachment A and any Equipment replaced by Lessor during the term of this Agreement. “Xerox” or “Lessor” means a person or entity from whom the Purchasing Entity or “Lessee” or “Customer” has leased Equipment under the terms and conditions set forth in this Agreement. “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.

SOLUTION/SERVICES:

3. **PRODUCTS.** Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
4. **MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. 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 particulate Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

TERMINATION PRICING PLAN/OFFERING SELECTED:

5. **COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. The initial term for each Product

and/or Third Party Product will commence upon acceptance of the Equipment; provided, however, for "Customer-installable" or "Drop-Shipped" Equipment, the term for a lease Order shall commence upon delivery of the Equipment. Unless a lease order is preceded by a trial order, the Equipment will be considered accepted upon installation of the Equipment by Lessor, after the Equipment successfully runs all required diagnostic routines, and the Equipment is turned over to the Purchasing Entity for use.

6. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Purchasing Entity's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
7. **SEPARATELY BILLED MAINTENANCE.** If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.
8. **PRICE INCREASES.** Once a Purchasing Entity enters into a lease agreement, the rate must remain fixed throughout the Initial Lease Term.
9. **DELIVERY, REMOVAL & RELOCATION.** With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and, for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; (b) any Equipment relocation; and (c) all charges for delivery, removal and relocation of Third Party Hardware. Relocation of Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
10. **PURCHASE LEASE OPTIONS.** The following options are available for Equipment subject to this Agreement.
 - a) **PURCHASE OPTION.** If not in default, you may purchase the Equipment and/or Third Party Hardware, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE: (i) at the end of the initial Term for the Purchase Option indicated on the face of this Agreement (i.e. either a set dollar amount or the Fair Market Value of the Equipment and/or Third Party Hardware at the expiration of the Initial Term ["FMV"]), plus all applicable Taxes.
 - b) **RENEWAL.** If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease rates listed in the most recent Master Agreement Price List(s) posted on the NASPO ValuePoint website.
 - c) **LEASE TERMINATION.** With the exception of a Capital Lease arrangement, or unless exercising the purchase option on a FMV Lease, a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or Xerox may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
11. **DEFAULT & REMEDIES.**
 - a) **Default.** The Purchasing Entity will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days after date of invoice), or (2) you breach any other obligation in this with Xerox as stated under the NASPO ValuePoint Master Agreement. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment and Third Party Hardware and require immediate payment of the early termination charges pursuant to the NASPO ValuePoint Master Agreement.
12. **TRADE-IN EQUIPMENT.** The Purchasing Entity warrants that it has the right to transfer title to the Equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order. Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. The Purchasing Entity will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. The Purchasing Entity will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

GENERAL TERMS & CONDITIONS:

13. **NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR DUE TO NON-APPROPRIATION OF FUNDS, PER THE MASTER

AGREEMENT. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

- 14. WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.
- 15. TITLE & RISK OF LOSS AND INSURANCE.** Until you exercise your Purchase Option: (a) title to Equipment and Third Party Hardware will remain with Xerox; (b) Equipment and Third Party Hardware will remain personal property; (c) you will not attach the Equipment or Third Party Hardware as a fixture to any real estate; (d) you 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, (e) you will not make any permanent alterations to the Equipment or Third Party Hardware. For Equipment installed by Lessor, Risk of Loss will pass to you upon acceptance and for Equipment designated as "Customer Installable" or "drop-shipped", the Equipment delivery date. You are required to insure the equipment while installed.

ATTACHMENT 3 – XEROX RENTAL AGREEMENT TERMS AND CONDITIONS

SOLUTIONS/SERVICES:

1. **PRODUCTS.** "Products" means the Xerox-brand equipment ("Equipment") and Xerox-brand ("Software") and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or any third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. Products and Third Party Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
2. **MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services on the Equipment, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. 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 particulate Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

PRICING PLAN/OFFERING SELECTED:

3. **TERM.** This Agreement is valid when accepted by Xerox. The initial Term for each Product and/or Third Party Product will commence upon: (i) the delivery of customer-installable Product and/or Third Party Product; or (ii) the acceptance of Xerox-installable Product and/or Third Party Product ("Commencement Date") and will continue for the number of full calendar months shown as "Rental Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30-day month. During a renewal term, either party may terminate the Equipment and/or Third Party Hardware upon at least 30 days' notice. Upon termination, you will make the terminated Products and/or Third Party Products available for removal by Xerox. At the time of removal, the Equipment and/or Third Party Hardware will be in the same condition as when delivered (reasonable wear and tear excepted).

4. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
5. **DELIVERY, REMOVAL & RELOCATION.** With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; for any Equipment relocation and all charges for delivery, removal and relocation of Third Party Hardware, Relocation of Xerox-owned Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
6. **TERMINATION.** You may terminate this Agreement at any time upon 30 days' notice and payment of (1) all amounts then due, plus interest from the due date until paid at the rate of 1% per month, and (2) all remaining Minimum Payments, not to exceed three such payments. You will make the Products and/or Third Party Hardware available for removal when requested to do so by Xerox, and the Products and/or Third Party Hardware must be returned in the same condition as when delivered, reasonable wear and tear excepted.
7. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment and Third Party Hardware and require immediate payment of all amounts as described under the NASPO ValuePoint Master Agreement. You will make the Equipment and Third Party Hardware available for removal when requested to do so by Xerox or the third party vendor, and the Equipment and Third Party Hardware must be returned in the same condition as when delivered (reasonable wear and tear excepted), together with any related software. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

ADDITIONAL TERMS:

8. **TRADE-IN EQUIPMENT.** You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

ATTACHMENT 4 – XEROX PURCHASE AND MAINTENANCE AGREEMENT TERMS AND CONDITIONS

SOLUTION/SERVICES:

- 1. PRODUCTS.** "Products" means the Xerox-brand equipment ("Equipment"), Xerox-brand software ("Software") and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in the "Third Party Products/Services" table in this Agreement. Products and Third Party Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
- 2. MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services on the Equipment, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. 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. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you may enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

PRICING PLAN/OFFERING SELECTED:

- 3. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. Time periods applicable for each unit of Product or Third Party Product will commence upon: (a) delivery of customer-installable Product or Third Party Product; or (b) acceptance of Xerox-installable Product or Third Party Product. If Xerox is providing Maintenance Services or Software Support for the Product or Third Party Product, the initial Term for Maintenance Services or Software Support will expire on the final day of the last full calendar month identified on the face of this Agreement. If maintenance services or software support for any Third Party Product is being provided by a third party service provider, the term for maintenance services or software support will expire as agreed upon in the third party service provider's maintenance and/or support agreement.

4. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
5. **DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Charges for delivery, removal and relocation of Third Party Hardware are your responsibility. Relocation of Xerox-owned Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.
6. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days after the date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default Xerox will apply all the default and remedies terms and provisions of the NASPO ValuePoint Master Agreement will apply.

ATTACHMENT 5 – XEROX INSTALLMENT SALE AGREEMENT TERMS AND CONDITIONS

SOLUTIONS/SERVICES:

- 1. PRODUCTS.** "Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
- 2. MAINTENANCE SERVICES.** This Section applies only if Customer has contracted with Xerox for the provision of Maintenance Services. Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services on the Equipment, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. 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 particulate Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you may enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

PRICING PLAN/OFFERING SELECTED:

- 3. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. Time periods applicable for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) acceptance of Xerox-installable Equipment. If Xerox is providing Maintenance Services for the Equipment, the initial Term for Maintenance Services will expire on the final day of the last full calendar month identified on the face of this Agreement.
- 4. PAYMENT.** If the invoice displays a due date, payment must be received by Xerox on or before the due date. Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this

Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.

- 5. PREPAYMENT.** You may prepay the remaining principal balance on the installment purchase of Equipment, thereby eliminating future finance charges.
- 6. DELIVERY, REMOVAL & RELOCATION.** With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and, for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; (b) any Equipment relocation; and (c) all charges for delivery, removal and relocation of Third Party Hardware. Relocation of Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
- 7. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days from date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), require immediate payment of all amounts due and payment of early termination fees as described in the NASPO ValuePoint Master Agreement.

ADDITIONAL TERMS:

- 8. TRADE-IN EQUIPMENT.** The Purchasing Entity warrants that it has the right to transfer title to the Equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order. Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. The Purchasing Entity will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. The Purchasing Entity will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.
- 9. INSTALLMENT SALE.** The table below outlines the financial details associated with this Agreement.

Item	Finance Activity	Int. Rate	Total Payable	Int.
<< Mkt Cd >>	- Installment Sale			
<< Mkt Cd >>	- Installment Sale			

ATTACHMENT 6 – XEROX MAINTENANCE AGREEMENT TERMS AND CONDITIONS

SOLUTION/SERVICES:

1. **PRODUCTS.** Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
2. **MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. 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 particulate Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you may enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

PRICING PLAN/OFFERING SELECTED:

3. **COMMENCEMENT & TERM.** This Agreement will commence upon acceptance by Xerox and expire on the final day of the last full calendar month identified on the face of this Agreement. If maintenance services or software support for any Third Party Product is being provided by a third party service provider, the term for maintenance services or software support will expire as agreed upon in the third party service provider's maintenance and/or support agreement.
4. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.

5. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days after date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default, the default and remedies terms of the NASPO ValuePoint Master Agreement will apply.

ATTACHMENT 7 – XEROX SERVICES MASTER AGREEMENT TERMS AND CONDITIONS

THIS SERVICES MASTER AGREEMENT NO. <<Enter 7-digit Contract Number>> is between Xerox Corporation (“**Xerox**”), a New York corporation with offices at 201 Merritt 7, Norwalk, CT 06851-1056, and <<Enter Customer's Legal Name>> (“**Customer**”), a << Enter State >> corporation with offices at << Enter Customer's Full Address >>.

AGREEMENT STRUCTURE

Products and Services acquired hereunder are acquired under the auspices of the NASPO ValuePoint Master Agreement (“Master Agreement”) RFP-NP-23-001 between the State of Colorado (State) and Xerox Corporation, Therefore, the terms and conditions of the NASPO ValuePoint Master Agreement Contract are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the NASPO ValuePoint Master contract and this Agreement will be resolved in favor of the NASPO ValuePoint Master Agreement.

This Agreement serves as a master service agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to Customer's and its Eligible Affiliates' United States (“U.S.”) locations. This Agreement is grouped into Modules. The GENERAL 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

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. **CPI Adjustment Percentage** means the CPI-U (Consumer Price Index for All Urban Consumers).
- g. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- h. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.
- i. **Confidential Information** shall have the meaning set forth in Section 2.10.
- j. **Consumable Supplies.** Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as “Phaser”, only, 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 and staples.
- k. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, workspace, 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.
- l. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.
- m. **Customer Information** means documents, materials, and information (including Private Information) belonging to Customer that Customer provides to Xerox for Xerox to provide Products and Services under an Order.
- n. **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.

- o. **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.
- p. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- q. **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.
- r. **Effective Date** means the date this Agreement is signed by Xerox.
- s. **Eligible Affiliate** means a domestic Customer Affiliate that has met Xerox's credit requirements for ordering Services, Maintenance Services and/or Products under this Agreement.
- t. **Equipment** means Xerox-brand equipment.
- u. **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.
- v. **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.
- w. **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.
- x. **Feature Releases** means new releases of Software that include new content or functionality.
- y. **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.
- z. **Funds** means collectively Amortized Services and Third Party Funds.
- aa. **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 a party as of the Effective Date or that may be created by a party after the Effective Date. Xerox's Intellectual Property includes, without limitation, Software, Remote Product Info and Xerox Tools.
- bb. **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."
- cc. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- dd. **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 DEFINITIONS, GENERAL, SERVICES, EQUIPMENT, EQUIPMENT PURCHASE, MAINTENANCE SERVICES and SOFTWARE LICENSE Modules.
- ee. **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, recurring separate charges and usage based charges (as such items or charges, as applicable, are defined on an Order) are billed separately from the MMC.
- ff. **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), an eCommerce Order (which is used solely for electronic ordering through an eCommerce Portal as defined and described in Section 2.16), or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.
- gg. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.

- hh. **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.
- ii. **Products** means Xerox Products and/or Third Party Products supplied by Xerox and provided to Customer pursuant to an Order.
- jj. **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.
- kk. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- ll. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Products and/or Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- mm. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- nn. **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. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.
- oo. **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.
- pp. **Services Software** means software products used to provide certain Services (both a server component and/or client component to be installed on end user’s workstations, mobile devices and/or laptops) that may include one or more of the individual software modules identified on a Statement of Work or Order.
- qq. **Software** means Services Software, Base Software and Application Software.
- rr. **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.
- ss. **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.
- tt. **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.
- uu. **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.
- vv. **Third Party Hardware** means non-Xerox brand equipment.
- ww. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- xx. **Third Party Software** means non-Xerox brand software.
- yy. **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, transactional-based gross receipts, and privilege Taxes.
- zz. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.
- aaa. **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

2. GENERAL

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

2.1. Agreement Structure

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master services agreement stating the terms and conditions 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. **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. 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.

2.2. 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 overtime rates, per the NASPO ValuePoint Master Agreement, will apply to Services requested and performed outside Customer's standard working hours.
- b. **Payment.** Customer agrees to pay Xerox all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account within 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. 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 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 15 days after the date it is due, or if Customer breaches any other obligation under this Agreement. 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% per month (or the maximum rate or amount allowed under applicable law, whichever is less), and (2) any early termination charges set forth in the Master Agreement or in the applicable Services Contract and/or Order(s).

2.3. RESERVED.

2.4. 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 data and 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 content and materials 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.

2.5. 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 Performance. Xerox agrees to perform the Services in a professional manner, consistent with applicable industry standards. Xerox will re-perform any Services not in compliance with this representation and brought to Xerox's attention in writing within 30 days after such Services are performed.
 - 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 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's content or materials, 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, Software or Third Party Hardware.
- 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. FOR CLARITY, FOR ANY EQUIPMENT LEASED TO CUSTOMER BY XEROX UNDER THIS AGREEMENT OR ANY ORDER HEREUNDER, SUCH LEASE AND/OR ORDER SHALL BE CONSTRUED AS A "FINANCE

LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, 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 and Products for their intended purposes in the systems environment for which they were designed and shall not apply to any Services or Products which have been subject to misuse, accident or alteration or modification by Customer or any third party.

2.6. Intellectual Property

- a. Xerox Tools may be used by Xerox to provide certain Services, as set forth in an Order or a Statement of Work. 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 an 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 Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Remote Product Info 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.
- b. Each party will retain ownership of its Intellectual Property. Each party grants the other a limited, non-exclusive, royalty-free right and license to use the other party's Intellectual Property (excluding the Xerox Tools) in the U.S. only to the extent necessary for such party and its designees to receive the benefit of, and/or, fulfill its obligations under this Agreement. Neither party will (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Intellectual Property of the other or, (ii) allow others to engage in same, except as permitted by applicable law or as expressly permitted under this Agreement or the applicable SOW.
- c. The parties acknowledge and agree that no Intellectual Property will be created or transferred under this Agreement. If the scope of the parties' relationship changes to include creation or transfer of Intellectual Property, that activity will be addressed in a separate written agreement.
- d. If the Products or Services are configured to provide output (excluding Remote Product Info), including modification or transformation of Customer Information, Customer shall be the sole owner of any such output in any format or media obtained by use of the Products or Services and may freely use and disclose such output to any third party. Examples of output include scans and printed output of Customer Information processed by Equipment.

2.7. Reserved.

2.8. Limitation of Liability

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION 2.8(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 2.8(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 TWENTY-FOUR (24) 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 2.8(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 2.8 SHALL NOT APPLY WITH RESPECT TO:
 - i. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;
 - ii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR

- iii. 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.

2.9. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a term of <<Enter Term>> months. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products owned by Xerox and/or Xerox Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Agreement 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 other than Appropriation of Funds, 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.

2.10. Confidentiality

- a. **Obligations.** 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. 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, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Any services procedures manuals and Xerox's Intellectual Property are Xerox Confidential Information. Private Information is Customer's Confidential Information. Confidential Information may only be used for the purposes of receiving the benefit of or fulfilling obligations under this Agreement, and shared with employees, agents or contractors with a need to know such information to support the foregoing purposes. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. 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; provided, however, as to a requirement to disclose Confidential Information per clause (4), that party will (x) notify the disclosing party of the obligation to make such disclosure, and (y) 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.
- b. **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.

2.11. 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.

2.12. Reserved

2.13. Reserved

2.14. Reserved

2.15. 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. **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.
- e. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those stated in this NASPO ValuePoint Master Agreement.
- f. **Order of Precedence; Entire Agreement.** This SMA is part of the NASPO ValuePoint Master Agreement including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, and 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 as outlined in the NASPO ValuePoint Master Agreement. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section 2.6 (Intellectual Property); (2) Section 2.8 (Limitation of Liability); and (3) Section 2.10 (Confidentiality) will prevail over conflicting provisions in any other section of this Agreement.

2.16. eCommerce Portal

Xerox and Customer agree to establish one or more eCommerce portals (each, an “eCommerce Portal”) to be used by Customer to select certain models of Equipment and supplies identified in such eCommerce Portals and, upon meeting the conditions set forth below, to submit Orders for the delivery of such Equipment and supplies. During the ordering process in the eCommerce Portal, Customer will be prompted to electronically accept certain terms and conditions that are in addition to those terms and conditions in this Agreement and which would otherwise print out on an SSO:

- (a) If Customer accepts such terms and conditions, Xerox will accept and process such order submitted through the eCommerce Portal as an Order (an “eCommerce Order”) without any requirement for Customer to execute and deliver an SSO or any other Order form.
- (b) If Customer declines such terms and conditions, then (i) Xerox will not accept the submission as an Order and (ii) Customer will need to execute and deliver to Xerox, an SSO presented by Xerox that identifies such Equipment or supplies, the term thereof, the pricing associated therewith and any applicable additional terms and conditions related thereto.

Notwithstanding the foregoing, an eCommerce Order cannot be used for certain types of transactions including, but not limited to, transactions involving Equipment subject to waiver dollars and/or flexibility, involving trade-in units, specific high-end Equipment and Equipment subject to a pooled volume minimum.

SERVICES MODULE

3. TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to Xerox's performance of Services.

3.1. Scope of Services

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates 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. Xerox grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services only for the purpose of such Customer and its designees receiving the benefit of the Services

set forth in the applicable SOW.

3.2. Charges for Services

Charges for Services are set forth in the applicable Order. Charges are based upon Master Agreement pricing 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 30 day month, and the terms and conditions of this Agreement will apply.

3.3. 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.

3.4. 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.

3.5. Early Termination of Services and Labor

Except as otherwise set forth in a Services Contract, upon 30 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 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 as outlined in the NASPO ValuePoint Master Agreement.

EQUIPMENT MODULE

4. TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

4.1. 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 30-day month, and the terms and conditions of this Agreement and the applicable Services Contract will apply as of the Date of Installation.

4.2. Delivery and Removal and Suitability of Customer Facilities

With the exception of Group C, and Sub-Groups C1 and C2, Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware, and for Equipment and Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges 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.

4.3. Reserved

4.4. Reserved

4.5. 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.

4.6. 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. If for any reason whatsoever, this transaction is re-characterized as a secured financing, you are deemed to have granted to Xerox a first priority security interest in the Supplier Equipment in order to secure your performance under this Agreement. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to the Supplier Equipment.
- b. Customer will promptly notify Xerox, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The risk of loss or damage to the Supplier Equipment shall pass to Customer upon acceptance and/or for drop-shipped equipment upon delivery to the site where Xerox performs the Services and/or Maintenance Services and/or provides Products, as applicable. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- c. 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.
- d. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per 4.1 above). Except in the case of Non-appropriation of funds, If Equipment is terminated for any reason before the end of its minimum order term, the following termination charges shall apply: With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty- five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

4.7. Reserved

4.8. Reserved

4.9. 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

5. TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

5.1. Order

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

5.2. Title and Risk of Loss

Title and risk of loss or damage to the Purchased Equipment will pass to Customer upon acceptance or if drop-shipped, upon delivery at the applicable Customer Facilities.

5.3. 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.

5.4. 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.

5.5. Agreement Provision Exclusions

The following Agreement provisions do not apply to Orders for an outright purchase of Purchased Equipment: Sections **2.1(b)(ii) - (iii); 2.4(b)-(j); 2.5(b)(i); 2.9; and 4.6.**

MAINTENANCE SERVICES MODULE

6. TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

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

6.1. 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 service provider 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.

6.2. 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.

6.3. 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. 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.

6.4. 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 Transmission, or if Remote Transmission is interrupted, Xerox may estimate them and bill Customer accordingly.

6.5. Remedy

Xerox will, for 5 years after the installation date of the initial unit or the initial term of the Order, whichever is longer, 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. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days' written notice to the other party.

6.6. 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

7. TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the GENERAL Module the following terms and conditions apply to the license and use of Software and its associated Documentation.

7.1. Third Party Software

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

ATTACHMENT 8 – XEROX MPS STATEMENT OF WORK TEMPLATE

Description of Services

Executive Summary

This Statement of Work (“**SOW**”) is made by and between Xerox Corporation (“**Xerox**”), located at [insert Address], and [Customer name] (“**Customer**” or “**Purchasing Entity**”), located at [insert Address], which shall collectively be known as the “**Parties**”, pursuant to the terms and conditions of the NASPO ValuePoint Participating Addendum [PA Addendum #] and the NASPO Value Point Master Agreement [Master Agreement #] (“**Agreement**”) between the Parties for the purpose of providing Managed Print Services.

In case of a conflict between the terms in this SOW and the Agreement, the terms of the Agreement shall control.

This SOW outlines the roles and responsibilities of the Parties and the Services to be provided by Xerox in the Output Environment at the Sites. Xerox shall design, create, install, and operate the Services solution in three (3) phases: Transition, Transformation, and Service Operations as further described herein. For the avoidance of doubt, if a Services is not called out in this SOW, it is considered out of scope to the SOW.

Key Dates

- The effective date of this SOW shall be the effective date of the Order to which this SOW is attached (“**Effective Date**”).
- The Term of this SOW is the term of the Order to which this SOW is attached, including any extensions thereto as mutually agreed upon by the Parties.
- Upon the completion of Transition, Xerox will begin the provision of the Services during the **Service Operations** phase of this SOW.

In-Scope Devices

Device Type	In-Scope	SLAs Applicable
Xerox Equipment		
Third Party Hardware – owned		

Definitions

Terms defined in the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly defined herein.

Ad Hoc Request – A request by Customer for any services that are not a part of this SOW.

Additional Equipment – Equipment that is not listed in the Xerox proposed Site Plan, but which the Parties mutually agree to add to a Site Plan for an incremental charge.

Assessment – The activities undertaken by the Parties as set forth herein, to gather information and develop Site Plans.

Asset Tag Number – A unique bar-coded number for each Device that is to be managed pursuant to this SOW. This is in addition to the manufacturer assigned serial number.

Break Fix – The issue resolution, repair, or maintenance of all Devices (also known as “Maintenance Services” for Equipment).

Business Day / Hours – The hours during which Xerox shall perform the Services, which are Monday through Friday, 8:00 AM to 5:00 PM, local Site time, excluding Customer’s holidays.

Capabilities – The functionalities available in a Multifunctional Printer (“MFP”) (e.g. printing, scanning, copying, faxing, etc.).

Change Control Process – A systematic approach to managing all changes made to the Services and Devices supported under this SOW. All changes shall be made via a change control document (SOW amendment or an Order) agreed to by the Parties, prior to implementation of such changes.

Customer Caused Delay – Customer, or Customer’s agents’, failure to perform or facilitate completion of the Customer accountable Transition or Transformation activities outlined in this SOW, which result in elongating the Transition and / or

Transformation project schedule as documented in the Project Plan.

Customer Caused Failure – A Device and/or Service interruption that is caused by Customer, including, but not limited to: (i) moving a Device, (ii) Customer Software or other print and network infrastructure issues, including any printing issues related to applications not certified by Customer on Equipment, (iii) failure to install adequate virus protection, (iv) use or modification of a Device inconsistent with the original equipment manufacturer (OEM) documentation for such Device, (v) use of items not manufactured, sold or recommended by the OEM, (vi) unauthorized use of a Device (vii) misuse of Devices by Customer.

Customer's Service Desk – A help desk operated by or on behalf of Customer.

Customer Software – The software programs, in object code, and programming (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto) reasonably required or requested to be provided by Customer and used by Xerox under this SOW, including for example, SQL, workstation image, and anti-virus software on Customer servers running the Xerox Tools. Customer Software expressly excludes all software and Xerox Tools as defined in the Agreement.

Device – All In-Scope Equipment (and Third Party Hardware if In-Scope) which may include single function printers, MFPs, desktop scanners and fax machines.

End User – Customer's employees, personnel, vendors, subcontractors, or guests at Sites who are authorized to utilize the Devices.

Equipment – In-Scope Xerox-brand equipment (i.e. printers, copiers, MFP's, and their included accessories).

Fault – An interruption in the operation of a Device that is caused by either a Hard Device Failure or a Customer Caused Failure.

Hard Device Failure – A Device-related issue that requires a trained Xerox resource to restore the Device to operating status.

Impression - An image produced by any Device. Double-sided Impressions and Impressions larger than A4 8.5 x 14 inches may be counted as two (2) Impressions.

Impression Volume – The total number of Impressions produced within a specified timeframe, as reported by the Xerox Tools.

In-Scope – Devices, Sites, and End Users which have been agreed to be entitled to receive the Services provided by Xerox under this SOW.

MACD – (Move Add Change Dispose) – The movement, addition, change, or disposal of a Device in the Output Environment.

MFP – (Multifunction Printer) – A Device that includes various Capabilities, including, but not limited to copying, printing, faxing, and scanning.

Network-Attached Devices – Devices connected to Customer's electronic data network and that are accessible by the Xerox Tools, as defined in the Agreement, for purposes of gathering the data needed to provide the Services.

On-Site – That which takes place, or is situated, at a Site.

Output Environment –The printing, faxing, copying, and scanning activities generated from Devices and related Services in support thereof.

Project Plan – Xerox and Customer shall develop this operational document containing the specific activities and schedules to be conducted and followed in accordance with the terms of this SOW.

Services – The combination of software, technology, people, and processes provided to manage and support all Devices, Sites, and End Users as defined in this SOW. Such Services may be referred to as Managed Print Services (MPS) or Intelligent Workplace Services (IWS).

Service Incident – An individual occurrence or event that requires proactive (Xerox initiated) or reactive (Customer initiated) Break Fix, Supplies, MACD, or other Services.

Service Incident Management – The management of Service Incidents from the point of request to resolution including, tracking the status of Service Incidents, and reporting on Service performance levels as set forth in this SOW.

Service Level Agreement (or "SLA") – Performance standards and the associated metrics used to measure Xerox's achievement of Service performance levels.

Site – Customer or eligible affiliate location where Services are performed and/or Devices are installed as set forth in this

SOW.

Site Contact – A specific End User identified by Customer to be the designated point of contact at a Site for any support issues involving Devices, including the installation of Equipment, startup of Services, End User education, remote diagnostics support, and management of the Supplies at their Site(s).

Site Plan – The plan created by Xerox for Services and Devices for each respective Site, or discrete locations within a Site, (e.g. floors, departments, buildings, etc.). Individual Sites may contain one or more Site Plans.

Supplies – Collectively refers to Consumable Supplies, as defined in the Agreement, (and Third Party Supplies if In-Scope, as defined herein). Generally, Supplies includes toner and ink, and excludes paper and staples.

Third Party Hardware – Non-Xerox brand devices.

Third Party Supplies – The supplies provided for Third Party Hardware comparable to those Consumable Supplies provided for Equipment (see definition for Consumable Supplies in the Agreement for details). Toner and ink for Third Party Hardware may be OEM manufactured, non-OEM compatibles, remanufactured, or reprocessed.

Transformation – The implementation of the Equipment and Services at all Sites in accordance with the Site Plans.

Transition – The establishment of the Services within the Customer Output Environment, as outlined in this SOW.

Xerox Service Desk – A Xerox service center that acts as a single point of contact to receive inbound calls from Customer and receive proactive alerts from Network-Attached Devices

Transition

Transition Delay

Xerox shall not be liable for failure to meet the Project Plan or the SLAs where Xerox is unable to establish the Services, due to a Customer Caused Delay.

Customer Transition Responsibilities

As a condition precedent to Xerox's obligation to perform its responsibilities under this SOW, Customer shall provide the following: (a) materially accurate headcounts at each Site; (b) reasonable access during Business Hours to all Sites necessary from the Effective Date through the Term; (c) reasonable access to End Users during Business Hours; (d) establishment of the storage and On-Site personnel work space as detailed in the Service Operations section of this SOW. Customer shall be responsible for the transition of Third Party Hardware to Xerox.

Project Management

Both Xerox and Customer will provide a resource to be the main point of contact for coordination of appropriate resources throughout Transition and Transformation, or until an agreed upon time during Transformation.

The Parties will work to complete the Project Plan within the first **four (4)** weeks of the Effective Date as follows:

ID	Activity	Accountable
1.	The Parties shall each provision a Project Manager to deliver the Services	Xerox and Customer
2.	Provision of other resources to work with Xerox to ensure that the Services and processes shall be enabled during Transition and Transformation	Customer
3.	Develop Project Plan	Xerox and Customer
4.	Provide final Project Plan to Customer. This plan will detail the timeline, obligations of the Parties and activities for the intended roll out of Transformation for all Sites	Xerox
5.	Execute the Project Plan activities as defined	Xerox and Customer
6.	Conduct Transition and Transformation project review meetings Such meetings shall include: <ul style="list-style-type: none"> - Status on roll-out plan - Status on action and issues logged - Decisions that need to be made - Risks assessed - Communication plan and any other relevant subjects 	Xerox and Customer

7.	Attend Transition and Transformation project review meetings	Xerox and Customer
8.	Provide escalation protocol detailing contact names and escalation flow	Xerox and Customer
9.	Construction and provision of End User communication. Xerox will advise Customer on best practices	Customer

Xerox Service Desk Workflow Implementation

Xerox Service Desk workflow implementation will be completed and tested to verify proper transfer of Service Incident information from Customer to Xerox. Validation will include the data to be captured, transferred, closed, and tracked for all Service Incidents and the process for Xerox to notify Customer of Service Incident closure and provide Service Incident Management access to the Customer.

ID	Activity	Accountable
1.	Document Xerox Service Desk process flows to be used	Xerox
2.	Provide access to resources and personnel required to complete workflow implementation	Customer
3.	The Parties shall develop test plans, with success criteria	Xerox and Customer
4.	The Parties shall validate results against test plans / success criteria	Xerox and Customer
5.	Provide toll free number for End Users	Xerox

Equipment Certification

All new Equipment models will be tested and certified in Customer's environment by Customer to ensure compatibility with the network, all software applications, print drivers and other environmental concerns. Xerox shall make available Xerox OEM print driver(s) and recommended Xerox OEM printer driver(s) configuration to Customer.

ID	Activity	Accountable
1.	Complete testing and certification of Equipment before any new models are installed as part of Transformation, and when a new model is proposed for the Output Environment	Customer
2.	Provide one (1) unit of Equipment, via a separate Order, of each type/model of Equipment for up to thirty (30) days, for certification purposes, whenever that Equipment is not currently available in the Output Environment	Xerox
3.	Complete the certification process within thirty (30) days from date of installation	Customer
4.	Validate all Equipment Capabilities for compliance with any Customer information technology and security policies as required by Customer	Customer
5.	Provide documentation to Xerox to identify configuration settings of Equipment made by Customer and/or any changes Xerox is required to make on newly installed Equipment	Customer

Xerox Tools

The appropriate Xerox Tools will be selected, installed, used, and managed solely by Xerox for the delivery of the Services. The installation of Xerox Tools shall require dedicated server(s) to be installed, functional, and attached to the Customer network infrastructure.

Xerox Tools are installed on the Customer's network to monitor networked compliant SNMP Devices automatically. Device information is collected and then uploaded and maintained in the Xerox hosted asset management database.

On-Site Xerox Tools Deployment: Installation and Configuration Requirements

ID	Activity	Accountable
1.	Provide required Xerox Tools software and hardware, server, database, network, and firewall specifications to Customer IT group	Xerox
2.	Procure, install, and configure server, database, network, and firewall to required specifications	Customer
3.	Assist in the implementation of the On-Site Xerox Tools by providing required network information such as the IP address ranges and/or subnets on which Devices reside, appropriate server access credentials, and other required data and settings	Customer
4.	Install and configure On-Site Xerox Tools to monitor and manage required Network-Attached Devices on the Customer's network	Xerox
5.	Provide Xerox with administrative rights to the server during the installation of the Xerox Tools and during maintenance	Customer
6.	Propose the settings for the On-Site Xerox Tools including but not limited to polling intervals and alerts	Xerox
7.	Facilitate review and agreement on the settings for the On-Site Xerox Tools including but not limited to polling intervals and alerts	Xerox
8.	Perform application data backup test	Customer
9.	Support application data backup test	Xerox

Xerox Tools Connectivity

All Network-Attached Devices must be accessible over the Customer network by the On-Site Xerox Tools. The On-Site Xerox Tools must be allowed to scan approved ranges of the Customer network periodically for SNMP-compliant Devices, otherwise additional charges may apply.

Connectivity – Xerox Tools (Hosted) Application(s)

Xerox shall host some Xerox Tools in a secure off-Site environment which communicate directly with the On-Site Xerox Tools deployed within the Customer's network, as per the Xerox Device Manager Certification Guide provided by Xerox. All Xerox Tools will be remotely accessible by Xerox personnel, per the Xerox Device Manager Certification Guide. Xerox and the Customer will agree upon the content and frequency of secure encrypted communications with the Xerox Tools at the hosted Xerox Site.

Xerox Tools Update(s)

Upon implementation of the Xerox Tools, Xerox will provide on-going maintenance and update(s) of the Xerox Tools, as necessary.

ID	Activity	Accountable
1.	Provide notification of On-Site Xerox Tools updates that must be performed	Xerox
2.	Schedule updates with Customer's team with reasonable notification of not less than thirty (30) days, unless otherwise required and agreed upon by the Parties	Xerox
3.	Updates that can be completed remotely, without Xerox On-Site assistance, shall be coordinated with Customer during the notification and planning of such updates	Xerox
4.	Provide access and enable Xerox to update the Xerox Tools as required	Customer
5.	Provide the most current available version of the Xerox Tools as required to perform the Services, as determined by Xerox, during the Term	Xerox
6.	Prior to any update of Xerox tools, ensure appropriate backup of data and application servers, or other supporting applications	Customer

Backup and Support for Xerox Tools Servers

ID	Activity	Accountable
1.	Provide advance notification to Xerox of all maintenance and upgrades to any Customer Software and third party software that may affect the proper operation of Xerox Tools	Customer
2.	Back up all Customer Software applications installed on the servers hosting the Xerox Tools and MS SQL on at least a monthly basis	Customer
3.	Back up all databases associated with Xerox Tools Conduct daily incremental and (weekly or monthly) full backups of all data tables and data associated with the Xerox Tools database installation on MS SQL Server. Verify that backups can be read and installed	Customer
4.	Hardware and system software maintenance of servers hosting Xerox Tools or Xerox Tools data on the Customer network	Customer
5.	Provide appropriate and sufficient virus protection for the servers hosting Xerox Tools or Xerox Tools data on the Customer network	Customer

To the extent that Customer utilizes a third party provider for the support and maintenance of its information technology infrastructure, including the servers hosting the Xerox Tools and MS SQL, or otherwise has access to such, the Customer agrees that it shall require all such third party providers to execute written obligations of confidentiality, in regards to Xerox's Confidential Information, including, but not limited to the Xerox Tools, which are no less restrictive than those set forth in the Agreement and this SOW.

Final Service Operations Preparation Activities

ID	Activity	Accountable
1.	Document the procedures and the Xerox and Customer accountabilities in support of the Service Operations section of this SOW	Xerox
2.	Provide standard report sample as identified in the Reporting section	Xerox
3.	Where applicable, manage the transfer of Services from the current contractors for Third Party Hardware maintenance and Third Party Supplies procurement to Xerox while not disrupting the Xerox Transition activities	Customer

Cultural Change Management

Cultural Change Management is a communication process that enables the Customer to inform and prepare their End Users for the introduction of new technology and processes related to the Services. A communication plan shall be mutually agreed upon by the Parties, developed and implemented by the Customer throughout Transition and Transformation.

ID	Activity	Accountable
1.	Provide generic communication samples and templates to support the change management efforts	Xerox
2.	Review, amend and/or develop content of all communications	Customer
3.	Determine communication methods, options and distribution timelines	Customer
4.	Develop communication plan and appropriate timeline	Customer
5.	Update electronic communication templates such as posters, labels, etc. with Customer provided logo's	Customer
6.	Provide input, develop content, review and approve proofs of the communication collaterals	Customer
7.	Produce and distribute electronic and/or hard-copy communications to End Users	Customer

Transformation

Transformation Delay

Xerox shall not be liable for failure to meet the Project Plan or the SLAs where Xerox is unable to deploy Equipment as outlined in the Site and Device Listing section, due to Customer Caused Delays.

Transformation Preparation

ID	Activity	Accountable
1.	Customer to provide print policy, which is the statement of Customer's requirements for basic default print parameters such as: black and white only, double sided by default	Customer
2.	Propose process to manage requests for 'interim Equipment' i.e. replacement Equipment requested by the Customer prior to any Transformation activity occurring at the requested Site. Interim Equipment may be implemented prior to the completion of Transformation at the requested Site to replace an existing device; the interim Equipment will not however be replaced as part of the Site Plan implementation. Interim Equipment will not be subject to SLA measurement and may require reactive Service Incidents	Xerox

Assessment

The Parties shall jointly complete a detailed Assessment, collecting the Device Data Elements as outlined in Exhibit A and described herein, and complete the placement of asset tags on all Devices. The Assessment will be completed per the agreed upon Project Plan.

ID	Activity	Accountable
1.	Conduct an Assessment for each Xerox Responsible Site, either remotely via the Xerox Tools, or physically at Site as determined by Xerox, to collect the required Device Data Elements	Xerox
2.	Conduct an Assessment for each Customer Responsible Site, to collect the required Device Data Elements	Customer
3.	Use the Device Data Elements from Assessments to create Site Plan recommendations	Xerox
4.	Import asset data and complete the linking of Devices with the Xerox Tools	Xerox
5.	Provide the asset tags to be used for the Assessments and asset tagging process	Xerox
6.	Enter all Device Data Elements into the appropriate Xerox Tools	Xerox
7.	Provide Site Contact name and phone number for each location. Personnel should be available to support Assessments as necessary	Customer
8.	Provide digital floor plan for each location in .jpg, .bmp, or .tif format. If digital floor plan is not available, a digitized version of evacuation map is acceptable. Customer will provide digital maps to Xerox no less than two (2) weeks prior to the Assessment and asset tagging activities described below	Customer

Xerox Responsible Assessment Site(s)

The Parties shall mutually agree to the Project Plan for Xerox Responsible Assessment Sites and the governance process for capturing the asset information. Xerox will schedule resources to complete the Assessment and asset tagging of

Devices for those Sites containing **thirty (30)** or more Devices (“**Xerox Responsible Assessment Sites**”) as identified in Site Listing table.

ID	Activity	Accountable
1.	Schedule resources to visit Site (if required)	Xerox
2.	Conduct Assessments of Devices	Xerox
3.	Populate Assessment and Device Data Elements	Xerox
4.	Affix an asset tag to the front of each Device visible to End Users for easy access	Xerox

Customer Responsible Assessment Site(s)

The Parties shall mutually agree to the Project Plan for Customer Responsible Assessment Sites and the governance process for capturing the Device Data Elements. Customer is responsible for the tasks as defined below, for those Sites containing less than **thirty (30)** Devices (“**Customer Responsible Assessment Sites**”) as identified in Site Listing table.

ID	Activity	Accountable
1.	Conduct Assessment of Devices	Customer
2.	Populate Assessment and Device Data Elements using the Xerox-provided web portal, or mutually agreed to process	Customer
3.	Affix an asset tag to the front of each Device visible to End Users for easy access	Customer

Xerox Tools Device Data Elements

The Parties shall jointly provide as many of the Device Data Elements outlined in Exhibit A, as is appropriate, for the purposes of maintaining the current asset database in the Xerox Tools. It is understood that some Device Data Elements may not be available and that those missing elements shall be accepted by both Parties. Customer is responsible for providing Xerox with relevant information during the Assessment of the Devices.

All required Device Data Elements must be correctly identified and populated in the Xerox Tools database before the Device can be put In-Scope and managed.

Transformation Design

Site Plan Design

Following the completion of Assessment, Xerox shall propose a Site Plan. The Site Plan recommendation shall include:

- Asset Disposition List

ID	Activity	Accountable
1.	Develop initial Site Plan recommendation by selecting the most appropriate Equipment configurations based on the Site and Device Listing Section in this Statement of Work, and/or any existing devices to be retained	Xerox
2.	Map existing Impression Volumes against Devices in the Site Plan	Xerox

Site Plan Review Process

The Parties shall utilize the following review and approval process for Site Plan recommendations

ID	Activity	Accountable
1.	Deliver initial Site Plans to Customer	Xerox
2.	Review initial Site Plan recommendations. Provide approval or submit any requested In-Scope exceptions within five (5) Business Days of receipt of the Site Plans from Xerox	Customer

ID	Activity	Accountable
3.	If In-Scope exceptions are requested, review financial, program, and resource impacts of the requested changes and provide updated recommendations within ten (10) Business Days of its receipt of such change requests	Xerox
4.	Provide approval on all change requests within five (5) Business Days of receipt of revised Site Plan	Customer
5.	Escalate to designated contact if any timeframe for decision has not been met	Xerox
6.	Site Plan is considered final upon the Parties approval and inclusion of all exception requests	Xerox and Customer

Transformation Scheduling

ID	Activity	Accountable
1.	The Parties shall coordinate the completion of the implementation on each Site by the respective Project Managers	Xerox and Customer
2.	The Parties shall complete the Project Plan for new Equipment delivery	Xerox and Customer
3.	Upon final target delivery date being agreed to by the Parties, any subsequent changes will be subject to the Change Control Process	Xerox and Customer
4.	The Parties shall complete a remote pre-implementation Site readiness review, including confirmation of planned deployment dates, resources, and Site escorts prior to scheduling Equipment delivery	Xerox and Customer
5.	Coordinate delivery and setup of the new Equipment according to the process for installation of Equipment	Xerox
6.	Coordinate appropriate Customer resource necessary for Equipment configuration, connectivity to the network, print queue setup, and print driver installation	Customer
7.	Coordinate any necessary support infrastructure changes deemed necessary including but not limited to network drop installation, phone drop installation or space changes including acquisition of furniture for desktop Equipment	Customer
8.	The Parties shall agree on the remote access method using secure software applications/tools for configuration and implementation of Equipment	Xerox and Customer

The Site will be considered Transformed (completed) when the configuration of Devices at the Site aligns to the mutually agreed upon Site Plan. If Customer requests Equipment to be added to a Site Plan after a Site has been Transformed, those Devices will be considered Additional Equipment, and handled using the “Add” process detailed in the MACD section of this document.

Delivery, Installation, and Removal

All delivery, installation, and related removal activities work will be performed during Business Hours. Any Services to be performed outside Business Hours will require a request by the Customer with sufficient advance notice for Xerox to comply with the delivery and installation of any Equipment, and additional device delivery appointment charges may apply as per the Exhibit B Fee Schedule. If an item assigned to and confirmed by Customer as complete is determined to be incomplete at time of Equipment installation, a Site revisit charge, as provided under Exhibit B Fee Schedule shall apply.

Removal of devices, by Xerox, shall be scheduled to be completed in conjunction with Equipment delivery. Removal of devices that requires additional trips to the Site shall be charged a Site revisit charge, as provided under Exhibit B Fee Schedule.

Xerox shall remotely configure some or all Equipment using secure software applications/tools (including but not limited to: LogMeIn, VPN Connection, or WebEx) and Internet-based network connectivity to the Customer’s data network and Sites. Xerox shall utilize said applications/tools during a remote session or sessions. Customer acknowledges and agrees to support Xerox in providing the IT and Site or Customer facilities contact information to facilitate and enable Xerox to perform such remote installation and configuration of Equipment.

ID	Activity	Accountable
1.	Deliver new Equipment to the Customer designated receiving areas, in accordance with the agreed deployment schedule and Site Plan	Xerox
2.	Validation / confirmation of Equipment deliveries	Customer
3.	Provide skilled On-Site resource to validate appropriate space, network, electrical and phone requirements	Customer
4.	Assist and enable Xerox to deliver Equipment to the designated receiving areas	Customer
5.	Provide Xerox with all Site-specific delivery restrictions and instructions in advance of the Equipment delivery date, such that the Project Schedule for the Site(s) is not delayed or negatively impacted	Customer
6.	Move Equipment from designated receiving areas to specific install locations per agreed to Site Plan	[Xerox or Customer]
7.	Remove out of scope customer owned and/or leased devices from the Output Environment	[Xerox or Customer]
8.	Provide Site access to Xerox for scheduled delivery and installation of Equipment	[Xerox or Customer]
9.	Install Equipment and configure to the baseline Equipment settings mutually agreed to and documented prior to installation. Connect to power supply, attach appropriate peripherals, load of initial paper (provided by Customer), perform initial testing of basic Equipment features (including duplex and finisher if applicable). Removal and disposal of associated packaging materials	[Xerox or Customer]
10.	Configuration of Network-Attached Equipment to the network, including providing all LAN connections, connection of the Devices to network and phone ports, assignment of IP addresses or Host names, and set up the print queues. This includes approving Xerox printer drivers and install drivers on the server	Customer
11.	Connect new Equipment to Xerox Tools	Xerox
12.	Distribute, load, and configure the print driver(s) to the appropriate workstations	Customer
13.	Application printing testing following Device set up is a 'Key User' responsibility. Should Key User experience any issue during testing, User should raise Service Incident for resolution	Customer
14.	Update and configuration of the print queues and test the printing of the Equipment	[Xerox or Customer]
15.	Authenticate with badge if applicable	Customer
16.	Tag existing devices identified for disposal	[Xerox or Customer]
17.	Move / Remove existing devices (Customer-owned or leased) Note: Customer may request Xerox removal of Customer-owned or leased devices for placement in a Customer-provided On-Site secure storage area. Such requests will be subject to additional charges, which will be quoted upon request	[Xerox or Customer]
18.	Customer shall have thirty (30) days from completion of Transformation to remove all existing devices tagged for disposal and provide validation to Xerox, so Xerox can update the Xerox Tools database. Once an existing device is disposed, said existing device cannot be re-used within the Output Environment without prior written agreement by Xerox, via the Change Control Process	Customer

End User Education

ID	Activity	Accountable
1.	Provide access to computer-based on-line End User education and technical documentation for Equipment including the use of the Capabilities of the Equipment including printing, copying, faxing, and scan-to-email (as appropriate) End User education will also include the installation of paper and Consumable Supplies and instructions for general issue resolution such as removing paper jams, print drivers; etc.	Xerox
2.	Communicate End User education availability to Site Contacts and/or End users to ensure they know where and how to access the Equipment specific End User education materials	Customer
3.	Request Xerox-led training (e.g. On-Site; Remote Facilitated; etc.) if desired via the Change Control Process at an additional charge	Customer

Service Operations

Governance and Performance

The Parties will meet on a regular basis to enable timely and accurate communication; allow for planning and alignment with Customer's objectives and requirements as set forth in this SOW; and provide timely resolution of issues. Meetings may include On-Site, web conferencing, and teleconference meetings.

ID	Activity	Accountable
1.	Provide a representative to lead and monitor the provision of the Services	Xerox
2.	Document meeting minutes and distribute to all attendees	Xerox
3.	Ensure appropriate personnel are available for meetings, including IT contact and Executive Sponsor	Customer

Operational Reviews

Xerox will schedule joint communication and status review meetings with the Customer's designated focal point as required. Xerox recommends a monthly operations review. Topics discussed may include:

- Open issues and progress toward resolution
- Proposed /impending changes
- Status of special projects
- Customer support requirements
- Customer management support
- Communication needs

Quarterly Business Reviews

A formal management meeting to discuss the Services and their relationship to the Customer's strategic business goals shall be conducted on a mutually agreed upon schedule. Xerox recommends a quarterly business review where applicable. Topics discussed may include:

- Review of applicable reports and trends for the quarter
- Review of overall Services
- Review of the progress of the resolution of previously discussed open issues
- Innovation proposals and opportunities
- Major business and technology changes affecting the Services

Management Structure

The Parties shall provide resources to comprise an Operations Team for the management of the Services as defined in this SOW. The team shall consist of various personnel focusing on specific functions of the Services. A detailed listing of the Xerox and Customer resource roles is provided in Exhibit C.

Service Level Management

See the Agreement for Service Level Agreements (SLAs).

Reporting

Xerox will monitor performance of the Devices and the effectiveness of the Services.

ID	Activity	Accountable
1.	Track, monitor and report on Device performance	Xerox
2.	Provide a consolidated, standard set of management reports (detailed below) measuring the performance and delivery of the Services. The reports will also include Impression Volume information	Xerox
3.	Additional and / or alternate reports may be requested by Customer. Additional reports may be quoted upon request, and additional charges as provided under Exhibit B Fee Schedule shall apply and shall be added to the Services via the Change Control Process	Customer

Standard Reports

ID	Report Name	Description	Frequency
1.	Service Performance Report	Service performance in relation to Service Level Agreement Target	[Monthly or Quarterly]
2.	Asset Status Report	Device asset properties	[Monthly or Quarterly]
3.	Service Incident Report	All Services-related aspects of incident management	[Monthly or Quarterly]
4.	Volume Detail Report	Detailed Impression Volume for Devices	[Monthly or Quarterly]

Xerox Service Desk Support

The Xerox Service Desk will handle requests, incidents, supplies ordering, MACD administrative support, and asset database management for all Services and Devices.

Xerox Service Desk

The Xerox Service Desk provides Service Incident Management. The Xerox Service Desk receives and processes both reactive Service Incidents initiated by the Customer and proactive Service Incidents that are initiated by network-connected Devices using Xerox Tools. If a Service Incident reported to the Xerox Service Desk is identified as an issue that the Customer is responsible for resolving, including without limitation, desk-side support, print queue/print server, or network connectivity, then the Xerox Service Desk shall send the Service Incident to the Customer's Service Desk for closure/resolution, along with any available problem identification information that was provided to Xerox.

Standard Xerox Service Desk Service Elements

ID	Service Elements	Accountable
1.	Standard Operating Hours: Business Hours	Xerox
2.	Language(s) Provided: English. Other languages may be available at additional cost	Xerox

ID	Service Elements	Accountable
3.	<p>Reactive Services: Xerox will provide the following means for Customer to initiate Service Incidents:</p> <ul style="list-style-type: none"> - Telephone call - Xerox Services Portal (XSP) or Fleet Management Portal (FMP) - Xerox Support Assistant (XSA) 	Xerox
4.	<p>Proactive Services: Xerox will proactively monitor the Network-Attached Devices for Supply and Break Fix alerts remotely, using Xerox Tools, which will auto-generate Service Incidents</p>	Xerox

Proactive Service Incidents

Proactive alerts enable Xerox to provide proactive Break Fix Service delivery and Supplies monitoring and just-in-time delivery for Network-Attached Devices.

If Xerox Tools detect a Device condition that has exceeded an established threshold, then a Device remote alert shall be generated, and the Incident shall be reported to the Xerox Service Desk.

ID	Activity	Accountable
1.	Xerox Service Desk shall attempt to resolve the Service Incident using remote diagnostic tools without Customer intervention	Xerox
2.	If resolved, the Xerox Service Desk shall close the Service Incident as resolved	Xerox
3.	If not resolved, Xerox shall contact a pre-designated Site Contact or End User to perform remote diagnostics, when appropriate, for selected issues and Devices	Xerox
4.	The designated Site Contact or End User shall assist Xerox with reasonable remote diagnostic procedures to provide proper diagnosis and timely resolution	Customer
5.	If Xerox is unable to resolve with remote diagnostics, then Xerox shall dispatch a technician	Xerox

Reactive Service Incidents

As noted in the End User education section, End User education includes the installation of paper and Consumable Supplies as well as the instructions for the resolution of routine issues such as removing paper jams, print drivers; etc. When an End User encounters a problem that requires Xerox's assistance to resolve, they may create a reactive Service Incident via one of the means noted in the Standard Xerox Service Desk Service Elements section.

ID	Activity	Accountable
1.	Initiate a Service incident with Xerox and provide the required Service Incident information: (a) End User name, email, and contact number; (b) Site; (c) address, building and floor number; (e) type of Device or Service; (f) the Asset Tag Number; (g) brief problem description	Customer
2.	Work with End User to perform remote diagnostics, when appropriate for the reported problem(s) and Devices	Xerox
3.	The End User shall assist Xerox with reasonable remote diagnostics procedures to allow for proper diagnosis and timely resolution	Customer
4.	If Xerox is unable to resolve the problem with remote diagnostics, then Xerox shall dispatch a technician	Xerox

Break Fix Management

Xerox shall provide the management of Break Fix Service Incidents to the point of issue resolution including, but not limited to remote resolution, dispatching of a technician or vendor, tracking the status of Break Fix Service Incidents, and reporting on Service performance levels as set forth in this SOW. The Customer will provide access to each Site and Device. Remote monitoring of Network-Attached Devices enables Xerox to remotely resolve or proactively dispatch a Xerox resource for Break Fix Service Incident resolution. In the table below are conditions required for Xerox's effective delivery of the Services described in this SOW.

Third Party Hardware (if applicable)

For In-Scope Third Party Hardware, Xerox shall follow OEM guidelines on whether a component is End User replaceable or not. If Xerox determines that a unit of In-Scope Third Party Hardware is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, or the cost of repair exceeds the value of the Third Party Hardware, Xerox shall discontinue Break Fix Service. Customer may: (i) replace such In-Scope Third Party Hardware at its own expense with a Device that is then-supported by Xerox; or (ii) notify Xerox to delete such In-Scope Third Party Hardware from the Services set forth herein, via the Change Control Process.

ID	Activity	Accountable
1.	Perform maintenance on supported, Devices, including warranty and non-warranty parts and labor	Xerox
2.	Determine when and if a Device is to be repaired, replaced, or eliminated and communicate such change to Customer	Xerox
3.	Provide Break Fix Service Incident dispatching Services when required	Xerox
4.	Perform parts procurement	Xerox
5.	Perform OEM-required maintenance on Devices, except for (i) older model OEM Devices with limited or no parts availability; (ii) Devices where it is no longer economically viable to repair such Device; or (iii) warranty services on Devices leased from third parties	Xerox
6.	Responsible for the following: <ul style="list-style-type: none"> - provide a single point of contact (typically the Operations Executive with sign-off authority) to work with Xerox to authorize out of scope services - provide written Customer internal escalation procedures to be used by Xerox - provide reasonable accessibility to each Site - provide End User contact information and support for remote problem determination and resolution efforts - replacement of Device cartridge-based maintenance kits and components designated as End User replaceable by the OEM - clear any non-repetitive papers jams, and replenish paper - cleaning user interface surfaces - any printing issues and Faults not caused by a Hard Device Failure 	Customer

On-Site Maintenance Services

On-Site Maintenance Services are incremental to the standard Break Fix Service for Devices.

The On-Site Maintenance Services shall:

- Understand common fault codes and correct them
- Diagnose and correct common image quality problems
- Perform color balancing and color printer calibration, when required
- Promote Break Fix Service Incident avoidance, including use of web-based applications that provide self-help, troubleshooting guidelines, and other technical resources for problem resolution
- Clean Devices and distribute Customer-inventoried Supplies to the On-Site Maintenance Services supported Sites described below
- For every On-Site Maintenance Services supported Site, receive Supplies from Customer, and distribute Supplies to respective End Users. Receiver is responsible and shall be responsible for any post-delivery delays that may

- result in a Device running out of a given Supply
- For every On-Site Maintenance Services supported Site, properly dispose of used cartridges according to federal, state, and local regulations
- Be available to the Customer during Business Hours
- Support up to [enter #] Devices
- See Site Listing for Sites serviced under On-Site Maintenance Services

On-Site Technical Services

On-Site Technical Services are incremental to the standard Break Fix Service for Equipment.

The On-Site Technical Services shall:

- Be responsible for escalating specific machine issues to the Xerox Service Desk. Identify and resolve potential Equipment service problems
- Perform standard Break Fix service
- Perform service maintenance tasks including high frequency service items, when applicable
- Understand machine fault codes and correct them
- Diagnose and correct common image quality problems
- Replace major components in the print engine, fusing subsystem, and paper handling areas of the print engine.
- Perform color calibration as required
- Promote Break Fix Service Incident avoidance, including use of web-based tools that provide self-help, how-to information, troubleshooting guidelines, and other technical resources to resolve problems locally. This requires the On-Site Technical Services to have access to the Internet at the Site
- Maintain the On-Site inventory of parts. Customer is responsible for providing a secure location for parts to prevent theft or unwarranted usage of such
- Be available to the Customer during Business Hours
- Support up to [enter #] units of Equipment
- See Site Listing for Sites serviced by the On-Site Technical Services

On-Site Activities and Storage Areas

Xerox and the Customer will mutually agree on the provision of locked storage areas, where required, to maintain an agreed to supply of backup Devices, and parts, needed to provide Services to End Users per the requirements of this SOW. Stored Devices are also tracked in the Xerox asset database. Devices removed from secure storage by Customer staff must be coordinated with Xerox operations to assure proper asset tracking. Local Customer personnel access to secured storage must be limited. Xerox is not responsible for loss of items that are not solely controlled by Xerox. Customer will provide:

- Suitable working space with Customer network access and lockable closet storage for Devices, spare parts and Supplies as determined by Xerox
- Additional cubicle space in a Customer's Site for Xerox use, if required

Environmental Health and Safety

Xerox maintains policies against operating Third Party Hardware that Xerox employees are not properly trained on.

Any safety related job procedures, hazardous materials information, and evacuation procedures must be provided to the Xerox resource. Xerox shall not take responsibility for any unauthorized, untrained Customer resource to operate Equipment. Unless mutually agreed upon by the Parties, Xerox resources are restricted to lifting materials of fifty (50) lbs. or less.

Supplies Management

Supplies for Network-Attached Devices, including OEM's or Xerox approved compatibles, will be shipped to the address specified by Customer. Xerox is responsible for determining which type of Supplies shall be provided, in what quantity, when the Supplies shipment is sent, which Supplies are consolidated for shipment, and the method of shipment (standard is ground shipping) in order to maintain the desired level of service. This includes Supplies return processing. This service is also known as Automated Supplies Replenishment (ASR).

When Devices that are NOT Network-Attached are agreed to be In-Scope under this SOW, Supplies will need to be manually ordered by Customer per the reactive ordering process provided by Xerox.

The Customer is responsible to receive, distribute, and install the Supplies including cartridge-based maintenance kits.

- Equipment Uptime SLA commitments are dependent on the Customer's ability to perform this effort
- Devices qualifying for this service must be connected to the network, communicating and compatible with the Xerox Tools for Supplies monitoring

If Customer requires OEM Third Party Supplies other than OEM compatible, Customer shall be billed for such OEM Third Party Supplies. Xerox is not liable for constrained or discontinued Third Party Supplies.

In order to maximize Supplies utilization, Customer agrees that all Supplies shall be run to their cease function point before being replaced.

ID	Activity	Accountable
1.	Automated delivery of Supplies based on remote historical data (Supplies consumption data, Impression Volume/usage, and monitoring data) for metered, Network-Connected and Devices communicating with the Xerox Tools	Xerox
2.	Provide a reactive Supplies ordering process for any Devices that are not Network-Attached (if applicable) or Network-Attached Devices that are not capable of reporting on Supplies conditions, or for Devices at Sites that have not yet been Transformed	Xerox
3.	Customer's authorized End Users may order Supplies as per the documented reactive Supplies ordering process	Customer
4.	Receive and fulfill Customer requests for Supplies	Xerox
5.	Ship Supplies to each Site using common carriers with labels to identify key contacts and/or associated Device	Xerox
6.	Receive Supplies at the Sites	Customer
7.	Distribute Supplies to respective End Users and shall be responsible for any post-delivery delays that may result in a Device running out of a given Supply	Customer
8.	Install Supplies in Devices	Customer
9.	Properly dispose of used cartridges according to federal, state, and local regulations	Customer
10.	Collect and redeploy unused Supplies as Device populations change	Xerox

Customer may return designated used Supplies using the process described at the URL below. Supplies returns require the Customer to go to Xerox.com.

The Xerox Supplies return process is fully described at:

http://www.xerox.com/perl-bin/product.pl?mode=recycling&XOGLang=en_US&referer=xrx

Note: The above methods of return or website listed above are subject to change during the Term.

Supplies are Xerox property until used by the Customer, and Customer shall use them only with Devices. Upon request, Customer shall provide a list of Supplies in its possession. Xerox reserves the right to audit consumption of Supplies at a Site if Xerox detects anomalous usage of Supplies. Customer shall assist Xerox in Supplies yield investigations and the determination of the cause of the anomalous usage.

Upon expiration or termination of the Services, Customer shall, 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.

Customer shall be responsible for storing Supplies safely and securely at each Site to prevent unauthorized use or loss of Supplies, including providing Xerox with a list of End Users at each Site that are responsible for managing Supplies. Xerox reserves the right to inspect each Supplies storage location to validate security of the storage location.

Move, Add, Change, and Dispose (MACD)

The business processes used to manage Devices are the Move, Add, Change, and Dispose (MACD) processes. Accurate and timely compliance with MACD processes are critical to the success and function of the Services. Customer shall promptly communicate to Xerox all activities associated with the MACD processes (explained below) for any Device with an Asset Tag Number. MACD activity may require approval by the Parties via the Change Control Process. Xerox will be the

central point and source of record for all activities associated with the MACD processes of all Devices supported in this SOW.

Move
Device moves are considered Ad Hoc Requests. Additional charges as provided under Exhibit B Fee Schedule shall apply.

ID	Activity	Accountable
1.	Evaluate all requested move activity against Device utilization objectives and make appropriate recommendations to meet End User needs	Xerox
2.	Provide a quote for requested Device moves. Approved moves will be charged to the Customer. Scheduling for move will be agreed upon by both Parties	Xerox
3.	Advise Xerox of all planned moves of Devices, regardless of whether Xerox performs the move or not. The Customer must provide the new Site location and other requested information to ensure that the asset database remains current	Customer
4.	Establish network connectivity and provide IT support for moved Devices	Customer
5.	Provide live power outlets, network data jacks and network patch cables of sufficient length to connect each Device to the designated network jack	Customer

Add (Device)

The Xerox Service Desk receives and facilitates requests for new Device adds.

ID	Activity	Accountable
1.	Periodically evaluate the needs of End Users over the Term and where appropriate provide incremental Device recommendations based on the End User needs	Xerox
2.	Review recommendations and if in agreement, request said incremental Devices via the Change Control Process. Note – Device adds via the Change Control Process may result in additional charges	Customer
3.	Establish network connectivity and provide IT support for the installation of newly added Devices	Customer
4.	Deliver and Install added Device(s) in fulfillment via the Change Control Process	Xerox
5.	Newly added Devices covered by this Service must be functionally connected to a network and must be accessible by the Customer's server running Xerox Tools on that network	Customer

If Customer requests Additional Equipment to be added post-Transformation to meet changing business needs, a Site Plan approval process shall be developed to determine whether the Equipment request can be added within the scope of the Services. Additional Equipment will be added via the Change Control Process.

Add (Proposed Site)

To add a proposed site, Customer shall submit the following information, to Xerox, for each proposed site:

- geographic location
- number of End Users at the new site
- Device requirements (applications, special printing, etc.)
- general site contact information
- list of devices currently at the site
- digital floor map(s)

ID	Activity	Accountable
1.	Coordinate an Assessment, conducted by Xerox and/or Customer of the proposed site and request further information from Customer, if necessary	Xerox
2.	Provide a complete Assessment, including Impression Volumes generated by the devices at each proposed site	[Xerox or Customer]
3.	Conduct a site analysis and create a financial model for each proposed site	Xerox

ID	Activity	Accountable
4.	Issue recommendations to add proposed site under this SOW, with a financial proposal based on the information gathered during the Assessment, including device refresh and implementation timeline	Xerox

If the Parties agree that the financial model supports the adding of the proposed site, the proposed site will be brought into the scope of the SOW via the Change Control Process.

Change

A change request may involve a variety of resulting activities and additional charges depending on whether the change request affects the Device configurations, or internal operations of the Output Environment, including, for example adding a finishing module, additional trays, hard drives, or changes requested due to changing Customer Equipment settings and security requirements.

Additionally, changes may occur in the information associated with a Device, for example, contact names and addresses. This information is tracked in the Xerox Tools asset database.

ID	Activity	Accountable
1.	Request physical Device change or change to asset-related information	Customer
2.	Receive and facilitate Device physical change requests. Such change requests, will be agreed upon and approved according to the Change Control Process provided under this SOW. If a change request is for asset-related information, update the Xerox Tools asset database accordingly	Xerox
3.	Receive and facilitate Customer request for asset-related information requiring update to the Xerox Tools asset database accordingly	Xerox
4.	Perform remote configuration and security settings changes to Equipment as requested by Customer. Additional charges shall apply as per Exhibit B Fee Schedule	Xerox

Dispose

Xerox is responsible for disposal of all Xerox-owned Devices during the Term. For all other Devices, Customer shall advise Xerox of any planned disposals in advance, to ensure that the Xerox Tools asset database is kept up to date. The Parties shall coordinate the disposal of Devices according to the Transformation schedule or the installation of Devices. Disposal of non-Xerox owned Devices shall be the sole expense and responsibility of Customer.

ID	Activity	Accountable
1.	Disposal of all Xerox-owned devices	Xerox
2.	Fulfill remaining obligations associated with any removed / disposed existing Xerox-owned devices according to the terms and conditions of the agreement between Xerox and Customer under which the existing Xerox-owned devices were acquired by Customer	Customer
3.	Responsible for disposal and removal of Customer-owned devices and of third party legacy devices including pick-up, storage, recycling, insurance, etc.	Customer
4.	Upon final removal of the devices, provide a list of devices that have been disposed (with serial numbers) to the Xerox operations team	Customer
5.	Update the asset management database throughout the disposal process, tracking devices that are in storage for disposal and those that have been disposed (if required)	Xerox
6.	Tag devices designated for disposal based on the MACD process set forth herein	Xerox

All devices labeled for removal by Xerox per the process must be removed and cannot be re-used within the Output Environment without prior written agreement by Xerox.

Equipment Security

ID	Activity	Accountable
1.	Solely responsible for assessing the security risk for Customer's Output Environment, defining appropriate requirements that may include changes to the default settings of the Equipment or Customer's standard operating processes	Customer
2.	Reviewing and validating the level of security required for Equipment	Customer
3.	Provide to Customer technical documentation for all Equipment to be used in the Customer Output Environment including: (a) security functions; (b) security target and certification report for all common criteria-certified Equipment; and (c) Equipment configuration as the baseline for security requirements	Xerox

Xerox provides guidance and recommendations at <http://www.xerox.com/security> to facilitate this process.

Additional Security Requirements

During the life of this SOW, Customer may request additional security features or functionalities; which may be fulfilled through

- Implementation of an application to provide new functionality such as 'follow-you' printing
- Any such requests may be made according to the Change Control Process and would incur additional charges.

Virus Protection

Customer is responsible for all virus protection in the Customer Output Environment. In the event that Customer detects a virus on any device in the Output Environment, then Customer will immediately notify the Xerox Service Operations team.

Data Security

Prior to or during the installation of Equipment, Xerox shall configure Equipment to enable data security as outlined below.

ID	Activity	Accountable
1.	Provide Equipment data security options per model family to Customer	Xerox
2.	Review and designate the data security options to be configured on Equipment	Customer
3.	Configure Equipment data security options as designated by Customer	Xerox

Data Security - Hard Drive Removal

Prior to removal from the Customer's Output Environment, Xerox may, for an additional fee, remove the hard drive from Equipment and provide to Customer for erasure or destruction. Customer will not be charged for hard drive removal during a Break-Fix event. Customer is responsible for the proper disposal of the removed hard drive once delivered to Customer.

Equipment Base Software Updates

Periodically, Xerox will make Base Software updates available for Equipment. These updates may provide Customer with new feature enhancements or patches for known security vulnerabilities of installed Equipment.

ID	Activity	Accountable
1.	Install Base Software updates as defined in the attached Xerox® Print Security Audit Services Schedule	Xerox

Accessing Xerox Service Features

Xerox Services Portal

The Xerox Services Portal (XSP) is intended for general End User population use, with certain functions reserved for specified Customer's authorized End Users ("XSP Authorized End Users"). This portal is created from a standard template and enables the following functionality:

- For all End Users: Impression Volume (meter read) submission for non- Network-Attached Devices; and access to information on Xerox Equipment (virtual demos and End User education). This help feature for End Users

- provides deep links to Xerox.com Equipment information and support for Equipment in the Output Environment.
- For Customer's XSP Authorized End Users: Ticketing creation and tracking for Break Fix Service Incidents and Supplies Service Incidents ordering for special situations or for non- Network-Attached Devices.
- Some field customization is available including utilizing Customer Logo and posting of End User documentation: End User documentation can include FAQs, printing tips, and instructions.
- Survey / voice of the Customer feedback: This enables the use of a simple five (5) question survey, designed for use by End Users to collect End User feedback.
- Available in US English and Canadian French

ID	Activity	Accountable
1.	Both Parties agree on the functionality to be enabled for the Xerox Service Portal	Xerox and Customer
2.	Remotely install and configure the Xerox Service Portal	Xerox
3.	Identify the Customer's XSP Authorized End Users	Customer
4.	Enable the Customer's XSP Authorized End Users to create and status Service Incidents	Xerox
5.	Provide XSP Authorized End User education on how to utilize the enabled functions to create and status Service Incidents.	Xerox
6.	Update and maintain XSP Authorized End Users during Service Operations	Xerox and Customer

General Assumptions for the Xerox Services Portal:

The Xerox Services Portal is implemented to display End User documentation and Equipment information commonly to all End Users. Xerox shall provide a quote to Customer, if Customer requests two (2) or more End User groups that would require different information to be displayed. Approved requests will be outlined via the Change Control Process and may incur an additional charge.

The Xerox Services Portal utilizes the Customer's existing print queues if the install and find Device feature is needed. End Users may be categorized in the following XSP groups: Customer (End Users) or privileged Customer (XSP Authorized End Users). No other custom groups are available.

Advanced Features for the Xerox Service Portal:

The find / install Devices feature enables End Users to find Devices and install their print drivers on their systems from the portal web page.

In order for Find/install Devices to work, the Customer must be using print queues. This functionality relies on accurate print queue information. The Customer must provide a listing of each Device's print queue. It is important that MACD processes are followed closely to make sure that Device floor maps and queue data are accurate.

While physical Device floor maps are not an absolute requirement, if provided, they enable End Users to see the Device's physical location on a map. If direct IP printing is used rather than print queues, a quote shall be provided to the Customer for additional setup costs.

Fleet Management Portal (FMP)

The Fleet Management Portal (FMP) is a convenient and simple to use method to access certain Xerox Services intended for Customer's authorized End Users ("FMP Authorized End Users") (i.e. IT managers, Service Desk personnel, etc.). Xerox shall establish a web portal for Customer's FMP Authorized End Users to provide access to the following features:

- Device Information
- Impression Volume (meter read) submission
- Break Fix Service Incident creation and tracking
- Supplies Service Incident creation and tracking

General Assumptions for Fleet Management Portal (FMP):

The Fleet Management Portal (FMP) is implemented to display information to Customer's FMP Authorized End Users. Language implementation is English. The default color theme is Xerox Gray.

ID	Activity	Accountable
1.	Both Parties agree on the functionality to be enabled for the Fleet Management Portal (FMP)	Xerox and Customer
2.	Remotely install and configure the Fleet Management Portal (FMP)	Xerox
3.	Identify the Customer's FMP Authorized End Users	Customer
4.	Enable access for Customer's FMP Authorized End Users	Xerox
5.	Conduct a fundamental "Train-the-Trainer" session for Customer's FMP Authorized End Users on how to utilize the enabled functions	Xerox
6.	Update and maintain FMP Authorized End Users during Service Operations	Xerox and Customer

Xerox Support Assistant (XSA)

Xerox Support Assistant (XSA) provides timely information to all End Users without the need to contact the Xerox Services Help Desk. All End Users may view Service Incident status messages on the local user interface (UI) of the Equipment configured to use XSA.

The following are requirements to enable XSA to be configured on Equipment:

- Equipment must be In-Scope and registered in the Xerox Tools.
- Equipment MFPs or printers must support the Xerox Extensible Interface Platform® (EIP) version 2.5 or higher.
- The Xerox Extensible Interface Platform® must be enabled to allow the Xerox Support Assistant to be installed on the Equipment.
- The Equipment configuration and SNMP Web Services must be enabled.
- If the Equipment is on a network that uses a proxy to access the internet, the proxy also needs to be configured

ID	Activity	Accountable
10.	Define the authorization level for creating Break Fix and Supplies Service Incidents and/or submitting Impression Volumes (meter reads): [All End Users or XSA Authorized End Users] Note: "XSA Authorized End Users" are End Users with Equipment system admin rights	Customer
11.	Designate the serial numbers / portion of the Equipment fleet to implement Xerox Support Assistant	Customer
12.	Remotely configure the XSA <ul style="list-style-type: none"> • SNMP String for each unit of Equipment • Configure "Create Service Incidents" • Configure "Create Supply Incidents" • Configure "Submit Impression Volumes" (meter reads) Note: See Section 4.6 for remote access requirements.	Xerox
13.	Create and submit Break Fix and Supply Incidents as needed	Customer
14.	Submit Impression Volume (meter reads) when requested by Xerox	Customer
15.	Update and maintain XSA Authorized End Users during Service Operations	Xerox and Customer

Accessing Xerox Advanced Analytics

Advanced Analytics provides a variety of metrics, which may include, but are not limited to, Device, Services, sustainability, and End User job data. Analytics are displayed in the form of standardized charts, graphs, and geographic maps.

The Advanced Analytics are a derivative work of the Xerox Tools that allow Customer to independently obtain desired Services. Notwithstanding anything in the Agreement, Xerox grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to use the Advanced Analytics solely to display, in the form of charts, graphs, maps and

other visual representations, data collected by the Xerox Tools regarding the behavior, use, operation or performance of one or more Devices identified in the Site and Device Listing section.

Advanced Analytics provides specified Customer's authorized End Users ("Analytics Authorized Users") with convenient and easy-to-use access to various analytics and operational dashboards. Xerox shall, with Customer's approval, establish Analytics Authorized User credentials. Only these users shall be allowed access to the Advanced Analytics.

Advanced Analytics displays operational data that is collected by other Xerox Tools and, optionally, from other third-party print management applications. The operational data may not align with SLA performance reports, Impression Volumes and invoices provided to Customer.

ID	Activity	Accountable
1.	Identify the Customer's Analytics Authorized Users	Customer
2.	Enable the Customer's Analytics Authorized Users' access	Xerox
3.	Provide access to Advanced Analytics materials for Analytics Authorized Users on how to access the dashboard (FAQs, Definitions, etc.)	Xerox
4.	Update and maintain Analytics Authorized Users during Service Operations	Xerox and Customer

Terms of Use

Access to Advanced Analytics is via single sign-on with designated Analytics Authorized User's name and password, which is enabled by Xerox via an active directory guesting and authorization process. Xerox will request user names and e-mail addresses from Customer for each approved Analytics Authorized User.

Customer shall: (a) advise Xerox, as soon as reasonably practicable, of any known or reasonably suspected unauthorized use of any account on Advanced Analytics or any other known or reasonably suspected breach of security; (b) advise Xerox as soon as reasonably practicable of any Analytics Authorized User account that should be disabled due to changes in role or employment status; and (c) use commercially reasonable efforts to ensure that Customer's use of Advanced Analytics shall at all times comply with all applicable laws.

The Advanced Analytics shall not be subject to the Service Level Agreements of this SOW. Incidents submitted requesting Advanced Analytics support will be logged and addressed on a commercially best effort basis.

General Assumptions for the Advanced Analytics:

Any page or impression volumes displayed in Advanced Analytics are operational volumes and not Impression Volumes for invoicing purposes. Any service history metrics displayed in the Advanced Analytics are operational summaries and are not authoritative for contractual Service Level Agreements.

The Advanced Analytics is implemented to display information commonly to all Analytics Authorized Users in English. Access to the security analytics and user analytics data shall only be available if the Customer has the optional prerequisite applications installed and connected to Advanced Analytics.

System Requirements for the Advanced Analytics:

Use of the Advanced Analytics will require that Analytics Authorized Users have an internet browser and computer system that meets the minimum requirements for Microsoft PowerBI, as published by Microsoft Corporation.

Site and Device Listing

Site Listing

The Services are provided at the following agreed-upon Sites:

Table 6-1: Site Listing

Site Physical Address	Xerox or Customer Responsible Assessment Site	On-Site Maintenance Services (Yes /No)	On-Site Technical Services (Yes / No)
Ex: 245 Park Ave, NY, NY 10019	[Xerox or Customer]	[Yes or No]	[Yes or No]

Devices

The Services are provided for Networked-Attached Devices at the Sites. The Networked-Attached Devices must be accessible over the network by the Xerox Tools. Xerox shall provide reactive Services only to non Network-Attached Devices at the Sites, if applicable.

Device populations may change over time as Devices are added and removed from the Output Environment. The Device listing at the beginning of Service Operations phase and at any given time thereafter shall consist of Devices registered in the Xerox Tools asset database as In-Scope and is available to Customer upon request.

Equipment Deployment Schedule (Quantity)

The forecasted schedule for Equipment deployment is provided below. The forecast is subject to change based on additional opportunities and/or changes in the Output Environment, such as the addition of Sites.

Table 6-2: New Equipment Deployment Schedule by Quantity by Month

Equipment Type Type (Floor Console MFP, Desktop MFP, or Printer)	Equipment Models	Month							
		1	2	3	4	5	6	7	8

Table 6-3: Retained Equipment by Quantity

Equipment Type (Floor Console MFP, Desktop MFP, or Printer)	Model	Serial #

In-Scope Third Party Hardware

Table 6-4: Retained Third Party Hardware Listing (Customer Owned)

Manufacturer	Model	Quantity

Table 6-5: Services and Third Party Supplies Pricing for In-Scope Third Party Hardware

Services Covered	Charges
Impression Charges for Third Party Supplies, Parts, and Service Labor	
Impression Charges for Third Party Supplies, Parts, and Service Labor	
Monthly Charges for Remote Device Monitoring and Account Management	

EXHIBIT A: DEVICE DATA ELEMENTS

Table A-1: Xerox Tools Device Data Elements*

*Required items are in bold text in the Table below. Optional items are in italic text.

Xerox Tools Device Data Elements	Data Source (Xerox, Customer, or both)
Asset Number	Both
Serial Number	Both
IP Address	Xerox
MAC Address	Xerox
Manufacturer	Xerox
Model	Xerox
Networked (Yes / No)	Xerox
Street Address	Both
City	Both
State / Province	Both
Zip / Postal Code	Both
Building	Both
Floor	Both
Primary Customer Contact Name	Customer
Primary Customer Contact E-Mail	Customer
Primary Customer Contact Phone Number	Customer
Supply Order Contact Name	Customer
Supply Order Contact E-Mail	Customer
Supply Order Contact Phone Number	Customer
Site Contact (IT / Service Desk) Name	Customer
Site Contact (IT / Service Desk) E-Mail	Customer
Site Contact (IT / Service Desk) Phone Number	Customer
<i>Location Identifier (Room/Column[Mailstop]) *As Applicable</i>	Customer
<i>Customer Asset Number * As Applicable</i>	Customer
<i>Print Queue Name/Host Name * As Applicable</i>	Customer
<i>Department * As Applicable</i>	Customer
<i>Organization * As applicable</i>	Customer
<i>Mono Meter Read *Non-Network-Attached Devices</i>	Customer
<i>Color Meter Read *Non-Network-Attached Devices</i>	Customer

EXHIBIT B: FEE SCHEDULE

Table B-1 – Ad Hoc Fee

The following activities, but not limited to, are chargeable events and are not included in the Services outlined in this SOW. Upon request by Customer, the fees for these activities shall be quoted based on the then Xerox current rates, as outlined in the NASPO ValuePoint Master Agreement.

Ad Hoc Fee	
Ad Hoc Request	Notes
Device Moves	Conducted during Business Hours.
Equipment Hard Drive Removal and Return to Customer	To remove the hard drive and provide the hard drive from Equipment at the end of the Term.
After Hours Support (In-Scope Third Party Hardware) ** subject to availability	Outside of Business Hours, two (2) hour minimum billing; Does not include Out-of-Scope devices
After Hours Support (Single Function Printers) * subject to availability	Available upon Customer request on a per event basis; Does not include Out-of-Scope devices
After Hours Support (MFP Xerox Devices) * subject to availability	Available upon Customer request on a per event basis; Does not include Out-of-Scope devices
Xerox Device Delivery Appointments	For Customer requests for specific days and/or hours that differ from the Xerox carrier's standard delivery days and times; or Customer requests for specific delivery times.
Xerox Device Configuration Changes during Service Operations phase	Working in conjunction with Customer's IT personnel, provides remote support in configuring the Devices on the Customer's network and enabling the required features. (2) Two Hour Minimum conducted Monday thru Friday 8:00 to 17:00 Local time excluding holidays, Xerox Devices only.
Additional or Alternate Reports	Services provided Monday thru Friday 8:00 to 17:00 Local Time, based on mutually agreed to scope of report(s)
Site Revisit Fee	Fee charged per trip-based upon the scope of activities to be completed
MACD Failure Charges	For any unauthorized MACD changes, Customer shall be charged for an authorized Xerox technician to locate such Device.

EXHIBIT C: RESOURCES

Table C-1: Customer Resources

Customer Resource Role	Scope of Responsibilities	Time Commitment	When Required
Executive Sponsor	Executive decision maker and influencer with accountability and responsibility for the overall financial and operations aspects of the Services engagement	Approximately two (2) hours/quarter to handle escalations, make executive-level decisions, and participate in monthly review meetings	Effective Date
Operations Executive	Overall executive-level responsibility and accountability for the Transition, Transformation, and Service Operations phases. Responsibility and accountability for the Services contract management, financial management, scope management, cultural change management, and communications. Escalation point for the Services Project Manager. Key Customer representative and decision-maker for the Services program	As required to meet Scope of Responsibilities	Effective Date
Project Manager	Overall operational responsibility, accountability, and decision-making authority for scope, budget, and schedule of the Services project. Authority to engage and compel participation of Customer resources required to develop, commit to, and enable achievement of the Project Plan	Depends on the scope, complexity, and schedule of the engagement	Effective Date
Contract Manager	Overall responsibility for negotiating and governing the contractual relationship with Xerox	As required to enable achievement of the Project Schedule and during the Service Operations phase	Effective Date
Site Contacts	Accept delivery of Xerox Devices and accessories. Facilitate installation of Xerox Devices and startup of Xerox Services. Facilitate End User training and manage Xerox Supplies for their Site(s). Assists Xerox with remote troubleshooting and diagnostics	Depends on the scope and schedule of deployment at the Site	Effective Date
Site Plan Contact	Facilitate Assessments. Represent the Voice of the Business (VOB) to describe the business environment and how the Services are used. Review and approve Site Plan proposals as described herein	Depends on the scope and schedule of deployment at the Site	Identified within 30 days of Effective Date
Primary Customer Contact	Key Users for Xerox Break Fix service for Devices. Participate in training on the use and support of Devices; train other End Users post-Transformation. Perform	Depends on how many Devices they support	Identified prior to beginning services and support of a Device

Customer Resource Role	Scope of Responsibilities	Time Commitment	When Required
	<p>routine maintenance on Devices (e.g., cleaning the glass platen, removing paper jams, installing Supplies, installing cartridge-based maintenance kits, etc.). Order Supplies. Complete and submit MACD requests. Contact the Customer's Services Help Desk with Device trouble reports. Assist Xerox with remote Device installations and diagnostics. Facilitate/escort Xerox technical services personnel performing Device Break Fix actions. Provide required information during Assessments. Complete and submit customer satisfaction surveys. Perform Device hard disk On-Demand Image Overwrite as required by Customer</p>		
Customer's Services Help Desk Manager	<p>Overall responsibility and accountability for Customer's Services Help Desk; has decision-making authority. Integrates Customer's Services Help Desk processes and systems with Xerox Service Desk processes and systems (if applicable). Manages day-to-day operations of Customer's Services Help Desk and relationship with Xerox Service Desk</p>	As required to meet the requirements of the SOW	Effective Date
IT/Service Desk Site Contact	<p>Customer's IT Service Desk resource or the resource for the Xerox Service Desk will engage for IT/network related issues and support</p>	Varies depending on the number of supported Devices	Identified prior to beginning services and support of Devices at a Site
IT Subject Matter Experts and Operations Personnel	<p>Provides Xerox with IP addresses and technical data required to connect the Devices to Customer's data network. Provide properly configured network connectivity for Devices. Incorporate Xerox into the Customer IT technical change management process</p>	As required to enable achievement of the Project Schedule and to provide support during the Service Operations phase	Effective Date
Facility Management and Operations Personnel	<p>Provide required electrical power and outlets, network connectivity (wired or wireless), dock space, elevator time, furniture/tables/stands, Consumables Supplies storage areas, adequate working space around the Devices, and required office space for Xerox personnel</p>	As required to enable achievement of the Project Schedule and to provide support during the Service Operations phase	Identified within 30 days of Effective Date
Communication and Change Management Leader	<p>Develop and implement a Cultural Change Management and communication plan to facilitate the introduction of Services to the End Users. Has decision-making authority over employee communications</p>	As required to enable achievement of the Project Schedule	Effective Date
Information Security Personnel	<p>Provide Xerox with information security policies and procedures relevant to delivery of Services</p>	As required to enable achievement of the Project Schedule	Effective Date

Table C-2: Xerox Resources

Xerox Resource Role	Scope of Responsibilities	Time Commitment	When Required
Transition Executive	Executive-level responsibility and accountability for the Transition and Transformation phases. First executive-level point of escalation for issues, concerns, and decisions during Transition and Transformation. Peer to Customer Operations Executive	As required to meet the Project Plan	Effective Date
Transition / Project Manager	During Transition and Transformation, overall responsibility, and accountability for creating and leading the activities contained in the Project Plan; manages budget, schedule, and resources; conducts regular meetings with Customer; identifies and manages risks; manages overall relationship with the Customer Project Manager during Transition/Transformation. Peer to Customer Project Manager	As required to meet the Project Plan	Effective Date
Service Delivery Manager	Overall executive level responsibility and accountability for the contractual, financial, customer satisfaction, and service delivery relationship with the Customer from Effective Date through the end of Term. Peer to Customer Operations Executive and Contract Manager	As required	Effective Date
Xerox Service Desk Implementation Manager	Overall responsibility and accountability for Xerox Service Desk; has decision-making authority. Integrates Xerox Service Desk processes and systems with Customer's Services Help Desk processes and systems (if applicable). Manages day-to-day operations of Xerox Service Desk and relationship with Customer's Services Help Desk. Peer to Customer's Services Help Desk Manager	As required	Effective Date
Accounts Receivable/ Billing Contact	Key interface to Customer Accounts Payable Contact. Addresses billing/invoicing questions and issues. Manages implementation of Customer-specific requirements to process invoices and payments according to SOW and Agreement terms	As required	Effective Date
Solution Architect	Overall responsibility and accountability for the solution architecture and design required to meet Customer requirements as stated in the SOW	As required	Effective Date

SCHEDULE A: XEROX® PRINTER SECURITY AUDIT SERVICE (“XPSAS”)

THIS XEROX® PRINTER SECURITY AUDIT SERVICE SCHEDULE (“Schedule”) is hereby attached to and made a part of the Statement of Work (“SOW”) that is governed by the terms and conditions of the NASPO ValuePoint Participating Addendum [PA Addendum #] and NASPO ValuePoint Master Agreement [Master Agreement #] entered into by and between Xerox Corporation (“Xerox”), located at [insert Address], and [Customer name] (“Customer” or “Purchasing Entity”), collectively the “Parties”, to add the Schedule Services as further described herein.

The Parties hereby agree as follows:

1. **DEFINED TERMS** – Terms defined within the Agreement and the SOW and used herein shall have the meaning set forth therein unless expressly set forth otherwise below:
 - Compatible** – SNMP-enabled and capable of communicating with and being discovered and monitored by the Xerox Tools.
 - Compliance** – The adherence of In-Scope XPSAS Equipment to the Customer’s Security Requirements.
 - Compliance Review** – XPSAS Security Compliance Dashboard provides the Customer and Xerox interactive views of In-Scope XPSAS Equipment compliance.
 - Configuration Set** – The Customer-defined settings, by In-Scope XPSAS Equipment model, that comprise the Customer’s Security Requirements that are stored on and deployed from the Xerox Tools.
 - Critical Security Patch** – A patch that resolves at least one (1) security problem with critical severity where the exploit is publicized external to Xerox and it exposes Customer networks, image data or PII (personally identifiable information) or CII (customer identifiable information).
 - Customer’s Security Requirements** – The documented settings and policies, agreed to by the Parties and documented in this Schedule, which Xerox shall utilize to implement and maintain the In-Scope XPSAS Equipment.
 - In-Scope XPSAS Equipment** – XPSAS-Eligible Equipment installed in the Sites and managed by Xerox as defined by the Xerox Tools under this Schedule.
 - Inspection (or “Inspect”)** – The process of reviewing the XPSAS Security Compliance Dashboard for In-Scope XPSAS Equipment to determine current settings, and the Compliance of each to the Customer’s Security Requirements.
 - Xerox® Printer Security Audit Service (XPSAS)** – Services provided by Xerox under this Schedule on In-Scope XPSAS Equipment, which include: (a) gathering and documenting the Customer’s Security Requirements; (b) configuring the Customer’s Security Requirements; (c) inspecting and presenting Compliance to the Customer’s Security Requirements via the XPSAS Security Compliance Dashboard; and (d) automatically remediating Compliance issues.
 - XPSAS-Eligible Equipment** – The models of Equipment on which Xerox has the capability to provide XPSAS.
 - XPSAS Transition** – The hardware, software, labor, and processes necessary to establish the infrastructure for XPSAS.
 - Remediation (or “Remediate”)** – The act of automatically resolving or correcting In-Scope XPSAS Equipment that during the Inspection process are determined to be out-of-compliance.
 - Schedule Effective Date** – The effective date of this Schedule shall be the effective date of the Order associated with this Schedule.
 - Schedule Services** – The XPSAS services provided by Xerox as set forth in this Schedule, including Attachment A.
2. **SERVICES DESCRIPTION** – Xerox Printer Security Audit Service (XPSAS) is a comprehensive Equipment security solution that incorporates risk mitigation services into an automated software tool. XPSAS brings automation and structure to In-Scope XPSAS Equipment security. Further details of the Schedule Services are set forth in **Attachment A**.
 - a. Customer Acknowledgement: Customer acknowledges and agrees that: Xerox shall have necessary and sufficient local and remote access to the network and server(s) where the Xerox Tools is installed for purposes of providing the Schedule Services under this Schedule. Necessary and sufficient access includes the following: Customer shall create and provide Xerox the necessary permissions and access to the Xerox Tools administration accounts, applications, infrastructure, directories, folders, and files required to properly administer and manage the Schedule Services. Customer shall, if required by Customer, provide Xerox with PC/laptop assets and any required remote

access telecommunications and security mechanisms required to facilitate remote administration of the Schedule Services by Xerox. Customer further acknowledges and agrees that the Xerox Tools shall provide security compliance data to Xerox via email or other communication means; the Schedule Services and Xerox Tools are installed electronically unless otherwise stated in this Schedule.

3. **TERM** – This Schedule shall commence upon the Schedule Effective Date and, subject to Configuration, Certification, and Deployment occurring, shall be coterminous with the Term of the SOW, including any extensions or renewals of the SOW.
 - a. Termination: Either party may, upon ninety (90) days prior written notice to the other party, terminate the Schedule Services.
 - b. Effect of Termination: Upon termination or expiration of this Schedule (i) all rights to access the applicable Schedule Services cease; and (ii) Customer agrees to remove, and/or allow Xerox to remove or disable, the XPSAS policies within the Xerox Tools.
4. **CHARGES** – Charges for XPSAS on In-Scope XPSAS Equipment are set forth in the signed Order to which this Schedule is attached and are exclusive of any and all applicable Taxes. Charges shall begin being invoiced upon completion of XPSAS Transition.
5. **CHANGES** – To the extent that the Parties wish to add or make modifications to this Schedule, all such changes will be documented in a signed SOW Amendment attached to an Order.
6. **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO SCHEDULE SERVICES –**

ADDITIONAL WARRANTY DISCLAIMER – IN ADDITION TO THE WARRANTIES AND DISCLAIMERS IN THE AGREEMENT, THE FOLLOWING SHALL APPLY TO THE XPSAS SERVICES. EXCEPT AS STATED IN THE AGREEMENT, XEROX EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE PERFORMANCE OF THE XPSAS SERVICES, AND XEROX DOES NOT WARRANT THAT THE XPSAS SERVICES WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S SOFTWARE, OR WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE ERROR FREE.

Except as specified herein, the SOW and the Agreement shall remain as stated. If there is a conflict between the contents of the SOW and this Schedule, this Schedule shall control with respect to the provision of XPSAS.

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

**ATTACHMENT A
SCHEDULE SERVICES DESCRIPTION**

Table 1: XPSAS Service Description

XPSAS Service Description		
XPSAS	Quantity	Frequency
A comprehensive In-Scope XPSAS Equipment security solution that incorporates risk mitigation services into an automated software tool, including a XPSAS Security Compliance Dashboard.		
In-Scope XPSAS Equipment related security requirements (See Attachment B)	Included	Once during XPSAS Transition
# of In-Scope XPSAS Equipment configuration setting policies	One (1) Policy	During XPSAS Transition
# of In-Scope XPSAS Equipment password policies	One (1) Policy	During XPSAS Transition
# of firmware policies to automatically align Versalink/Altalink In-Scope XPSAS Equipment with the latest firmware available on xerox.com	One (1) Policy	During XPSAS Transition
# of updates per policy (as outlined above) which may include changes to schedule, device groups, notification format, and policy-specific XPSAS requirement settings	One (1) update per policy	Per calendar year (or 12 month timeframe)
XPSAS Options		
XPSAS Advanced Option Bundle		
One (1) to five (5) additional In-Scope XPSAS Equipment configuration settings policies	1 Bundle	One Time
One (1) to five (5) additional In-Scope XPSAS Equipment password policies		One Time
One (1) to ten (10) additional In-Scope XPSAS Equipment firmware policies for the fleet utilizing Customer certified In-Scope XPSAS Equipment firmware		One Time
Firmware Management Additional Policy Packages		
A package of additional firmware policies Note: Each package contains one (1) to five (5) policies	[insert #] packages	Once per calendar year (or 12 month timeframe)

Note: Total Equipment configuration settings policies equals (=) XPSAS + XPSAS Advanced Option Bundle

Note: Total Equipment password policies equals (=) XPSAS + XPSAS Advanced Option Bundle

Note: Total firmware policies equals (=) XPSAS + XPSAS Advanced Option Bundle + Firmware Management Additional Policy Packages

Table 2: XPSAS– Key Settings Groups

XPSAS – Key Settings Groups		Key Settings Availability													
Categories	Settings Group	L	P	L	P	L	P	L	P	L	P	L	P	L	P
	Xerox Tested Base Software Version	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]	[In ser ↓]
Access and Control	Enable / Disable Password Reset														
	Set New Password														
	Enable 802.1x														
	Enable 802.1x Password														

XPSAS – Key Settings Groups		Key Settings Availability											
	Configure Scan to USB												
	Configure Print from USB												
	Create Self-Signed Digital Certificate (for In-Scope XPSAS Equipment)												
	Show / Hide IPv4 Address												
	Show / Hide Host Name												
Encryption	FIPS 140-2												
	Set User Data Encryption												
Hard Disk Drive Administration	Set Immediate Job Overwrite												
	Scheduled Image Overwrite												
	Frequency of Image Overwrite (D/W/M: Time)												
Base Software Upgrade	Enable / Disable Upgrade												
	Deployment (Equipment accepts XDM firmware push)												
Disable Services	Protocols												
	Scan Services Internet Fax, Scan to Home / Mailbox												
	McAfee Embedded Control												

XPSAS Transition

This section defines the key activities required to enable the Schedule Services and Service Operations to be delivered. Xerox shall use Customer's Security Requirements to create XPSAS policies, configure the Xerox Tools to align to those policies, and schedule the policies to run. Xerox shall set up and test policies on a few select In-Scope XPSAS Equipment before running for the entire fleet. Xerox shall then provide the Customer with access to the XPSAS Security Compliance Dashboard.

ID.	Activity	Accountable
1.	Complete Customer IT environment assessment (network connectivity, Active Directory (AD) integration, server specifications, etc.)	Xerox and Customer
2.	Customer shall create and provide Xerox the necessary permissions and access to the Xerox Tools administration accounts, applications, infrastructure	Customer

ID.	Activity	Accountable
3.	Develop and document the In-Scope XPSAS Equipment configuration, password and firmware settings policies, schedule, notifications, etc.	Xerox and Customer
4.	Configuration requirements are documented for In-Scope XPSAS Equipment deployment	Xerox
5.	Configure In-Scope XPSAS Equipment configuration settings policy and schedule, notifications, etc.	Xerox
6.	Configure In-Scope XPSAS Equipment password policy and schedule, notifications, etc.	Xerox
7.	Configure firmware policy and schedule, notifications, etc. to automatically align Versalink/Altalink In-Scope XPSAS Equipment with the latest firmware available on xerox.com	Xerox
8.	Apply XPSAS policies to In-Scope XPSAS Equipment	Xerox
9.	Create Active Directory (AD) group	Customer
10.	Enable Active Directory (AD) group in the Xerox Tools with access to XPSAS Security Compliance Dashboard	Xerox
11.	Enable Xerox Tools XPSAS Security Compliance Dashboard and complete transition to Service Operations	Xerox

XPSAS Security Compliance Dashboard

The XPSAS Security Compliance Dashboard provides End Users with a convenient and simple-to-use access to compliance results. Authorized Users can make quick adjustments to the fleet, specific In-Scope XPSAS Equipment and even settings from directly inside the XPSAS Security Compliance Dashboard.

All compliance data can also be exported for viewing outside the application or transferred to other formats.

Terms of Use:

The XPSAS Security Compliance Dashboard is enabled by the Xerox Tools. Access for authorized End Users is via username and password as defined in the Customer's Active Directory (AD). Customer shall create an Active Directory (AD) group which then will be enabled by Xerox to access the XPSAS Security Compliance Dashboard. Customer shall: (a) advise Xerox as soon as reasonably practicable of any known or reasonably suspected unauthorized use of any password or account on the XPSAS Security Compliance Dashboard or any other known or reasonably suspected breach of security; (b) use commercially reasonable efforts to ensure that Customer's use of the XPSAS Security Compliance Dashboard shall at all times comply with all applicable laws.

Service Operations

After completion of the XPSAS Transition activities set forth above, the Schedule Services shall be provided as follows. Schedule Services delivery shall be provided remotely. The following table outlines the list of accountable activities based upon the included scope in Table 1 above.

ID.	Activity	Accountable
XPSAS		
1.	In-Scope XPSAS Equipment is automatically audited, remediated, and maintained using the Xerox Tools policies and schedules	Xerox
2.	Upon notification of an automated remediation failure, a Service Incident shall be initiated to remotely triage and resolve the issue	Xerox

ATTACHMENT B

XEROX XPSAS TECHNICAL PREREQUISITES

- Customer shall allow Xerox to upgrade and maintain the most current version of the Xerox Tools (current version of/or within the two (2) prior versions of the latest Xerox Tools), or Xerox may terminate the Schedule Services
- All In-Scope XPSAS Equipment is managed by Xerox Tools and are network connected
- Remote login to Xerox Tools enabled or assisted by the Customer's IT department. This enables remote configuration and support

Customer's Security Requirements for In-Scope XPSAS Equipment

In-Scope XPSAS Equipment Configuration Setting Group	Select the Applicable Option (Enable or Disable)	Setting Detail (if applicable)
Access and Control		
Enable 802.1x	[Enable or Disable]	
Enable 802.1x Password	[Enable or Disable]	
Configure Scan to USB	[Enable or Disable]	
Configure Print from USB	[Enable or Disable]	
Create Self-Signed Digital Certificate (for In-Scope XPSAS Equipment)	[Enable or Disable]	
Show / Hide IPv4 Address	[Enable or Disable]	
Show / Hide Host Name	[Enable or Disable]	
Encryption		
FIPS 140-2	[Enable or Disable]	
Set User Data Encryption	[Enable or Disable]	
Hard Drive Administration		
Set Immediate Job Overwrite	[Enable or Disable]	
Scheduled Image Overwrite	[Enable or Disable]	
Frequency of Scheduled Image Overwrite Operations	[Daily or Weekly or Monthly]	
Base Software Upgrade		
Base Software Upgrade	[Enable or Disable]	
Disable Services		
Google Cloud Print	[Enable or Disable]	
AppleTalk	[Enable or Disable]	
HTTP	[Enable or Disable]	
LPR/LPD	[Enable or Disable]	
Microsoft Networking	[Enable or Disable]	
NetWare	[Enable or Disable]	
NFC	[Enable or Disable]	
Port 9100	[Enable or Disable]	
IPP	[Enable or Disable]	
SLP	[Enable or Disable]	

In-Scope XPSAS Equipment Configuration Setting Group	Select the Applicable Option (Enable or Disable)	Setting Detail (if applicable)
UPnP / SSDP	[Enable or Disable]	
IPv6	[Enable or Disable]	
POP3	[Enable or Disable]	
SMTP	[Enable or Disable]	
Mopria™ Discovery	[Enable or Disable]	
WSD (Web Services on In-Scope XPSAS Equipment)	[Enable or Disable]	
NTP	[Enable or Disable]	
Proxy Server	[Enable or Disable]	
Airprint	[Enable or Disable]	
Scan Services Internet Fax, Scan to Home / Mailbox	[Enable or Disable]	
McAfee Embedded Control	[Enable or Disable]	

END OF XEROX® PRINTER SECURITY AUDIT SERVICE SCHEDULE

END OF STATEMENT OF WORK FOR XEROX® MANAGED PRINT SERVICES

ATTACHMENT 9 – XEROX PRINT SERVICES AGREEMENT

1. **XPS SERVICES.** Xerox will provide the services identified in the attached Xerox Print Services Description of Services ("DOS") or Statement of Work ("SOW"), as applicable, ("XPS Services") for the devices identified in Exhibit B ("Managed Devices") to this Xerox Print Services Agreement ("XPS Services Contract").
2. **DEFINED TERMS.**
 - a. "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.
 - b. "Managed Device(s)" means the devices identified in Exhibit B of the XPS Services Contract.
 - c. "Services Commencement Date" means the date that Xerox reasonably determines that Break Fix Services and Supplies, as applicable, are available for the Managed Devices.
 - d. "Supplies" means toner or ink provided by Xerox for certain of the Managed Devices, as identified in Exhibit A.
 - e. "Xerox Contracted Device(s)" means a Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services under an Equipment Agreement.
 - f. "Xerox Work" means, collectively (i) items used or incorporated into the XPS Services, or developed or acquired by Xerox independent of performing the XPS Services, and (ii) items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing the XPS Services. All items of Xerox Work are Xerox trade secrets.
 - g. Capitalized terms not defined above or elsewhere in this XPS Services Contract shall have the meaning assigned to them in the Equipment Agreement(s), SOW, DOS or Exhibits hereto.
3. **SUPPLIES.** For Xerox Contracted Devices, Xerox will provide Consumable Supplies if required by the applicable Equipment Agreement. Except for Managed Devices identified in Exhibit B as "Service Only", Xerox will furnish the Supplies identified in Exhibit A. 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.
4. **COMMENCEMENT & TERM.** The initial term of this XPS Services Contract will be {enter 36, 48, or 60} months from the Services Commencement Date. Neither party may terminate this XPS Services Contract during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 30 days prior written notice to the other party, terminate the XPS Services. In addition, Xerox will have the right to terminate this XPS Services Contract 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 Services Contract is accepted by Xerox. The expiration or termination of this XPS Services Contract will not affect 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.
5. **PRICING.** The pricing for XPS Services for the Managed Devices is identified in Exhibit A.
6. **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. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce Client's obligations. If a payment is not received by Xerox within 45 days of the invoice date, Xerox may charge interest from the due date until paid at the rate of 1% per month. Client will be invoiced in a standard Xerox format. Invoicing and payment for Xerox Contracted Devices will be governed by the terms and conditions of the

applicable Equipment Agreement.

7. **CLIENT RESPONSIBILITIES.** Client will perform the Client Responsibilities identified in the SOW or DOS.
8. **TAXES.** Client is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this XPS Services Contract or the amounts payable under this XPS Services Contract ("Taxes"), which will be included in Xerox's invoice unless Client provides proof of its tax exempt status. Taxes do not include taxes on Xerox's income.
9. **LIMITATION OF LIABILITY.** Xerox will not be liable, in the aggregate, for any direct damages arising out of or relating to the XPS Services Contract, in excess of \$10,000 or the amounts paid hereunder in the 12 months prior to the claim, whichever is greater. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this XPS Services Contract, whether the claim alleges tortious conduct (including negligence) or any other legal theory. The foregoing limitations of liability will not apply to Xerox's obligations under the section entitled "Intellectual Property Indemnity" or where either party has (a) exceeded the rights to the other party's intellectual property granted to it under this XPS Services Contract, or (b) misappropriated or infringed the other party's intellectual property under this XPS Services Contract. Any action against Xerox must be commenced within 2 years after the event that caused it.
10. **XEROX CLIENT TOOLS & XEROX TOOLS.** Xerox may use Xerox Client Tools, and/or certain other proprietary Xerox software ("Xerox Tools"), to perform its obligations under this XPS Services Contract. Xerox Client Tools and Xerox Tools (collectively, "Tools") are Xerox trade secrets. Xerox Client Tools and any related documentation are licensed under a separate clickwrap or shrinkwrap license agreement that Client must accept at the time of installation. The Xerox Tools will be installed and operated only by Xerox, and Client has no rights to use, access or operate the Xerox Tools. Client will not decompile or reverse engineer the Tools. The Tools will be removed by Xerox at the expiration or termination of this XPS Services Contract. The Tools facilitate Xerox's performance of XPS Services through the automatic collection of data from certain networked Managed Devices and the transmission of such data to secure off-site location. This automatic data collection and transmission capability will not allow Xerox to read, view or download any Client documents or other information residing on or passing through the Managed Device or Client's information management systems. Examples of automatically collected and 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 Xerox. If a meter reading is not generated by Xerox Client Tools or, upon request, Client fails to provide a meter reading, Xerox may estimate the reading and bill Client accordingly.
11. **INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that the Tools infringe a third party's U.S. intellectual property rights. Client will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent tool, or obtain any necessary licenses. Xerox is not liable for any infringement based upon a modification of the Tools to Client's specifications or the Tools being used by Client in a manner not permitted by this XPS Services Contract.
12. **WARRANTY.** The XPS Services will be performed in a skillful and workmanlike manner. XEROX MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
13. **CONFIDENTIALITY.** During the term of this XPS Services Contract, each party may disclose to the other certain confidential business information ("Confidential Information"). Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (a) was in the public domain before, at the time of, or after the date of disclosure through no fault of the non-disclosing party; (b) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (c) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. The terms and conditions of this XPS Services Contract, the DOS or SOW, the Exhibits hereto, the Xerox Implementation Plan hereunder, the Xerox Work and the Tools are Xerox Confidential Information.. The parties do not intend for Client to disclose confidential technical information to Xerox, and any such disclosure shall be pursuant to a separate written agreement. Upon expiration or termination of this XPS Services Contract, each party will return to the other or, if requested, destroy all Confidential Information of the other in its possession or control.
14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to Client at the address where Client will receive invoices, and to Xerox at the inquiry address set forth on the most recent invoice, or to such other address as either party may designate by written notice. Client authorizes Xerox or its agents to communicate with Client by any electronic

ATTACHMENT 10 – XEROX POOL PLAN AGREEMENT TERMS AND CONDITIONS

Customer: << Customer Legal Name >>

Bill To: << Customer Bill To Name >>
 << Bill To Street Address >>
 << Bill To City, State, Zip Code >>

Install: << Customer Install Name >>
 << Install Street Address >>
 << Install City, State, Zip Code >>

Contact: << Customer Contact Name >> **Phone:** << Phone # >> **Email:** << Contact Email Address >>

Tax ID #: **PO #:**

Plan Summary					
Configuration	Monthly Charge	Meter	Print Charges		Plan Features
			Volume Band	Per Print Rate	
# of Items in Pool # units	<input type="text"/>	1: Meter 1	Enter Band	<input type="text"/>	Maintenance Coverage <input type="checkbox"/> Consumable Supplies Included <input type="checkbox"/> Pricing Fixed for Term <input type="checkbox"/> <input type="text"/>
			Enter Band	<input type="text"/>	
			Enter Band	<input type="text"/>	
			Enter Band	<input type="text"/>	
Modification Summary - Adding # units - Removing # units - Retaining # units					Administrative Details Invoice Format: Standard Pool Plan Identification # <input type="text"/> Meters Reconciled - Monthly Plan to take effect on <input type="text"/> <input type="checkbox"/> Modification of Prior Agreement

Items Added		
Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>	<input type="text"/>	Enter Volume
2. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
3. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
4. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
5. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
6. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Supplemental Items Added Addendum # 51863-A		

Items Removed		
Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>	<input type="text"/>	Enter Volume
2. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
3. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
4. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
5. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
6. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Supplemental Items Removed Addendum # 51863-R		

Items Retained		
Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>	<input type="text"/>	Enter Volume
2. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
3. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
4. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
5. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
6. << Mkt Cd >>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Supplemental Items Retained Addendum # 51863-K		

POOLING TERMS AND CONDITIONS:

This Pool Plan Agreement (including the Exhibits hereto) (collectively, "Agreement") modifies certain prior agreements (the "Underlying Agreements") entered into between you and Xerox for the rental, lease or maintenance of that Xerox-brand equipment ("Equipment") indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment").

1. **POOL CREATION.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.
2. **AMENDMENT OF UNDERLYING AGREEMENTS.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:
 - A. **SUPPLIES INCLUDED.** All Pooled Equipment shall either have Consumable Supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If Consumable Supplies are included, they shall be provided to you by Xerox pursuant to the standard Xerox terms for such arrangements in effect throughout the course of this Agreement. Consumable Supplies specifically excludes highlight color toner, custom color toner, specialty dry inks (e.g. clear, silver, gold) and specialty dry ink developers.
 - B. **FIXED PRICING.** All Pooled Equipment pricing shall be fixed, unless the fleet of Equipment substantially changes (i.e. Equipment added or removed), which warrants an adjustment to the pricing. At no time however, shall any such pricing adjustment exceed the NASPO ValuePoint Master Agreement ("Master Agreement") pricing.
 - C. **BILLING.** Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.
3. **COMMENCEMENT DATE.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install date of the first unit(s) of Pooled Equipment.
4. **BILLING OF POOL PLAN CHARGES.** The Pool Monthly Charge is billed in advance. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Prints Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement. All payments are due within thirty (30) days of the invoice date or on the due date listed on the invoice, whichever is earlier.
5. **ADDITIONAL CHARGES FOR POOLED EQUIPMENT.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Consumable Supplies and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance). For details regarding the billing of any applicable Use Charges, see the attached Use Charge Pricing Exhibit.
6. **TAXES.** You shall be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement

("Taxes"), which will be included in Xerox's invoice unless you provide proof of your tax exempt status. Taxes due on the Pool Monthly Charge will be the sum of the applicable state and local taxes due on the individual Unit Portion Charges based upon the location of each unit of Pooled Equipment. Taxes due on prints made beyond the Pool Prints Included will be based on the applicable state and local taxes and equitably apportioned amongst the units in the Pool. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

7. MODIFICATION OF PRIOR XEROX AGREEMENT. If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).

8. ADDITIONS, DELETIONS, AND CHANGES. You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts, per the Master Agreement pricing. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.

9. TERMINATION. Either party may terminate this Agreement for its own business reasons upon 30-days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 8 above, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the Equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:

- i. all Maintenance and Rental Agreements may be charged per the Master Agreement rates however the overage click rate will be based on the blended click rate of all the equipment under the Agreement;
- ii. all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e. those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases which may be charged at the Master Agreement rate.

10. MISCELLANEOUS. Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this Agreement. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding Equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, all changes to this Agreement must be made in a writing signed by both parties. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties.

Customer acknowledges receipt of the terms of this Agreement		Thank you for your business ! This Agreement is proudly presented by Xerox® and	
Signer:	<< Signer's Name >>	Phone:	(999) 999 - 9999
Signature:		Date:	<< Enter Rep's Name >> (999) 999 - 9999
		For information on your Xerox account, go to www.xerox.com/AccountManagement	

ATTACHMENT 11 – XEROX SOFTWARE LICENSE ADDENDUM

Xerox Applications

Application Orders: Any Purchasing Entity who acquires Xerox Software Applications (“Application”) under the Xerox NASPO ValuePoint Master Agreement (“Master Agreement”) #_____, shall be subject to the following terms, unless otherwise agreed to by a Participating State.

- a. **Fee.** Xerox will charge and Purchasing Entity agrees to pay the “Subscription Fee” indicated on the applicable Order. The Subscription Fee permits Purchasing Entity to use an Application on a permitted volume of Devices and may include a specific volume of allowable transactions (e.g., pages, scans or receipts per month) per Device (a “Subscription Allowance”). Such transactions are independent of equipment meter read transactions. Purchasing Entity’s subscription is for an agreed Term beginning on the Activation Date as set forth the applicable Order. “Activation Date” means the date Xerox enables an Application on Purchasing Entities applicable Xerox-brand equipment (“Device” or “Devices”). Any additional subscriptions for a given Application require an additional signed Order.
- b. **Excess Usage.** Purchasing Entity may use Subscription Allowances on one or more Devices, but if the aggregate volume across all Devices exceeds Purchasing Entity’s aggregate Subscription Allowances, the excess will be deemed “Excess Usage.” Excess Usage will be measured over a rolling three (3) month calendar period. If Purchasing Entity’s average monthly volume exceeds its aggregate monthly Subscription Allowances, Xerox reserves the right to increase the Subscription Fee, per the Master Agreement pricing, and upon mutual written agreement with the Purchasing Entity, via Purchasing Entity’s signed Order, or terminate the license for the Application.
- c. **User Data.** User Data may be stored or processed in accordance with the terms of the License Agreement. User Data submitted will be stored or processed on servers located in the United States. User Data means, with respect to each Purchasing Entity, all data and information of a User that is captured, stored or processed in any manner using the Application or Applications and associated services. User(s) mean Purchasing Entity’s employees, consultants, service providers or any third-party clients authorized by Purchasing Entity to use the Application or Applications and associated services.
- d. **Acknowledgements:** Purchasing Entity acknowledges and agrees that:
 - i. License Agreement means the combination of terms found in the applicable Xerox End User License Agreement, and **(2)** applicable terms from this Attachment;
 - ii. its use of an Application is subject to the applicable License Agreement;
 - iii. Applications may include code developed by one or more third parties;
 - iv. it shall not make use of the Application in any manner not expressly permitted by the License Agreement Orders for Applications.
- e. **NEITHER XEROX NOR THEIR DESIGNATED THIRD-PARTIES MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY THAT THE USE OF THE APPLICATION OR APPLICATIONS OR RELATED SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE APPLICATIONS OR RELATED SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER’S HARDWARE, SOFTWARE, SYSTEM, OR DATA, OR MEET CUSTOMER’S SPECIFIC REQUIREMENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR SELECTION AND PROVISION OF AN INTERNET CONNECTION AND HARDWARE OR SOFTWARE WHICH MAY BE REQUIRED TO ACCESS THE SOFTWARE APPLICATION AND ANY RELATED SERVICES AND NEITHER XEROX NOR DESIGNATED THIRD-PARTY SERVICE PROVIDERS SHALL HAVE ANY LIABILITY FOR THE QUALITY OF CUSTOMER’S INTERNET CONNECTION OR THE QUALITY OF THE HARDWARE AND SOFTWARE THAT CUSTOMER USES TO ACCESS THE INTERNET.**

Disclosure and Waiver. These terms and conditions apply only to Purchasing Entities use of downloaded Applications and do not affect, amend, or modify any underlying agreement, order or statement of work that Purchasing Entity has with Xerox for equipment or services (an “Underlying Contract”). If an Application fails to perform or disrupts the operation of equipment on which the Application is downloaded, then such failure or disruption shall not be considered a failure or breach of any provision of the Underlying Contract.

MathWorks

THIS AGREEMENT ADDENDUM (“Addendum”) amends the [Agreement Type (e.g., Lease, Purchase, Rental)] Agreement between [Customer Name] (“Customer” or “you”) and Xerox Corporation (“Xerox”) identified by agreement number WS [Insert Worksheet Number] (the “Agreement”).

1. The following is added at the end of the Section of the Agreement titled “SOFTWARE LICENSE”:

“For MathWorks, Inc. (“MathWorks”) software incorporated into the Software, these additional terms apply:

 - a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to you a license to install and use the MATLAB Compiler Runtime Libraries (“MCR”), solely and expressly for the purpose of running software created with the MATLAB Compiler (the “Application Software”), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
 - b. **LICENSE RESTRICTIONS.** You shall not modify or adapt the MCR for any reason. You shall not disassemble, decompile, or reverse engineer the MCR. You shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, you shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party's use of the MCR. You shall not sublicense, sell, or otherwise transfer the MCR to any third party. You shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
 - c. **NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
 - d. **TERM AND TERMINATION.** This license shall automatically terminate upon your failure to comply with this license.
 - e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising your rights under this license, you agree not to violate any such laws and regulations. You also represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
 - f. **U.S. GOVERNMENT LICENSEES:** You agree that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern your use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.
 - g. **ASSIGNMENT.** You may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
 - h. **LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited.
 - i. **DISCLAIMER OF WARRANTIES.** The MCR is delivered “as is” and MathWorks makes, and you receive, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for your purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.
 - j. **GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Purchasing Entity. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof (“UCITA”), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.
 - k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and you. This license shall not supersede any product license you have with MathWorks for the MATLAB Compiler.”
2. The following changes are made to the Section of the Agreement titled “FREEFLOW LICENSE”:
 - a. The first two sentences in subsection 4. of this Section, which said sentences begin “The Copyright Management feature...” and “You will comply with...”, respectively, are deleted and following is inserted in their place:

“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.”

b. The following is added as subsection 7. to this Section:

“7. 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.

3. Capitalized terms not defined in this Addendum have the meaning provided for them in the Agreement. Except as set forth above, the Agreement continues in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum controls.

[CUSTOMER NAME]

By: _____

Name: _____

Title: _____

Date: _____

XEROX CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 12 – XEROX PRODUCT SPECIFIC TERMS AND CONDITIONS

(Nuvera, Versant, Iridesse, iGen, FreeFlow Software)

Additional Terms – Applicable to Lease, Rental and Purchase Transactions

RESPONSIBILITY FOR MEETING CERTAIN CUSTOMER REQUIREMENTS – the following provision is applicable to transactions for Versant and Iridesse Equipment (models V180B, V180BD, V180P, V180PD, V280, V3100, V3100D, V4100, VR280, VR4100, and IR120):

You are solely responsible for fulfilling all of your obligations set forth in the Customer Expectations Document or Customer Expectation & Installation Guide, as applicable, for the Equipment executed by you contemporaneously with this Agreement, and which is deemed incorporated by reference into this Agreement ("CED/CEIG"), including, but not limited to, meeting all environmental, product space and power, media, and network connectivity requirements. In addition, the CED/CEIG and informational guides provided to you by Xerox set forth certain operator maintenance activities that you are responsible for performing at the intervals indicated therein. You may have Xerox perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Xerox certified technicians, upon your agreement to pay Xerox's then-prevailing service call rates, per the NASPO ValuePoint Master Agreement ("Master Agreement") pricing.

EXTRA LONG PRINTS – the following provision is applicable to transactions for Versant and Iridesse Equipment:

The following Equipment model(s), V180B, V180BD, V180P, V180PD, V280, V3100, V3100D, V4100, VR280, VR4100, and IR120, 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).

WARRANTY AND GUARANTEE DISCLAIMER – the following provision is applicable to transactions for iGen Equipment:

IN ADDITION TO THE DISCLAIMER IN SECTION 14 OF ATTACHMENT 2 TO THE MASTER AGREEMENT (XEROX LEASE AGREEMENT TERMS AND CONDITIONS), IGEN EQUIPMENT IS (A) A PRODUCT NOT SUBJECT TO THE EQUIPMENT GUARANTEE AS NOTED IN SECTION X.10.2 IS A PRODUCTION DEVICE THAT FALLS INTO GROUP C EQUIPMENT IN THE MASTER AGREEMENT AND THUS, NO UPTIME COMMITMENT IS MADE FOR THE PRODUCT.

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"):

- a)** 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.

- b)** You will not, without the prior written consent of Xerox and its licensors:
- i.** 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;
 - ii.** use the FreeFlow Software in any way that is not authorized by the Agreement;
 - iii.** 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;
 - iv.** disclose the results of any performance or benchmark tests of the FreeFlow Software;
 - v.** use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or
 - vi.** disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.
- c)** 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.
- d)** 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.
- e)** If you install FreeFlow Application Software on a computer that you supply, the following terms apply:
- i.** 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");
 - ii.** 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
 - iii.** you are solely responsible for:
 - 1)** the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply;
 - 2)** compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and
 - 3)** ensuring that such Workstation meets Xerox's published specifications.
- f)** The following terms apply to FreeFlow Software licensed to U.S. government customers. 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).
 - 1)** 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.
 - 2)** 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.

- g) FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:
- i. 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/fileredirect/enus.html?&contentId=136023>.
 - ii. 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.
 - iii. 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.
 - iv. 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.

MATHWORKS SOFTWARE LICENSE – applicable iGen Equipment incorporates software from MathWorks, Inc. (“MathWorks”) and the following terms apply to said software:

- a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to Purchasing Entity a license to install and use the MATLAB Compiler Runtime Libraries (“MCR”), solely and expressly for the purpose of running software created with the MATLAB Compiler (the “Application Software”), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
- b. **LICENSE RESTRICTIONS.** Purchasing Entity shall not modify or adapt the MCR for any reason. Purchasing Entity shall not disassemble, decompile, or reverse engineer the MCR. Purchasing Entity shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, Purchasing Entity shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party’s use of the MCR. Purchasing Entity shall not sublicense, sell, or otherwise transfer the MCR to any third party. Purchasing Entity shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
- c. **NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
- d. **TERM AND TERMINATION.** This license shall automatically terminate upon Purchasing Entity’s failure to comply with this license.
- e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising Purchasing Entity’s rights under this license, Purchasing Entity agrees not to violate any such laws and regulations. Purchasing Entity also represents and warrants that (i) Purchasing Entity is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) Purchasing Entity is not listed on any U.S. Government list of prohibited or restricted parties.
- f. **U.S. GOVERNMENT LICENSEES:** Purchasing Entity agrees that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern Purchasing Entity’s use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.
- g. **ASSIGNMENT.** Purchasing Entity may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
- h. **MATHWORKS LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some Participating States and Entities do not allow the exclusion or

limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to a Participating State or Entity. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. For clarification, this provision limits the liability of MathWorks to the Participating State or Entity, but the liability of Xerox to the Participating State or Entity shall remain that limitation of liability outlined in Section 5 of Attachment B, Xerox General Terms, of the Master Agreement, or as otherwise negotiated by each Participating State or Entity in their Participating Addendum.

- i. **DISCLAIMER OF WARRANTIES.** The MCR is delivered "as is." and MathWorks makes, and Purchasing Entity receives, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for Purchasing Entity's purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.
- j. **GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Purchasing Entity. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.
- k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and Purchasing Entity. This license shall not supersede any product license Purchasing Entity have with MathWorks for the MATLAB Compiler.

ORACLE SOFTWARE LICENSE – applicable iGen Equipment incorporates software from Oracle America, Inc. ("Oracle") and the following terms apply to said software:

- a. **Java Technology Restrictions.** You shall not create, modify, or change the behavior of classes, interfaces or sub packages that are in any way identified as "java", "javax", "sun" of similar convention as specified by licensor in any naming convention designated. In the event that you create an additional API(s) which (i) extends the functionality of a Java Environment: and (ii) is exposed to third party software developers for the purpose of developing additional software that invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers.
- b. **Trademarks and Logos.** This license does not authorize an end user licensee like you to use the Oracle America, Inc. name, trademarks, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos, and icons including the Coffee Cup and Duke, ("Java Mark") and (i) comply with the Java Trademark Guidelines at <http://www.oracle.com/html/3party.html>; (b) not to do anything that is harmful to or inconsistent with Oracle's right in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by you in any Java Mark.
- c. **Source Code.** Software may contain a limited amount of source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this license. Source code may not be modified nor redistributed unless expressly provided for in these license terms.
- d. **Third Party Code.** Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file.
- e. **Commercial Features.** Use of the Commercial Feature for any commercial or production purposes requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1 (Commercial Features in Java SE Product Editions) of the Software documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

ATTACHMENT 13 – XEROX PRODUCTION INKJET EQUIPMENT TERMS AND CONDITIONS

Baltoro Inkjet

Any Purchasing Entity who acquires Baltoro Equipment under the Xerox NASPO ValuePoint Master Agreement (“Master Agreement”), #_____, shall be subject to the following terms, unless otherwise agreed to by the Participating State. Capitalized terms that are not defined in this Attachment 13 shall have the same meaning assigned to them in the Master Agreement.

For purposes of acquiring Xerox’s Baltoro Production InkJet Equipment (“Equipment,” “PIJ Equipment” or “Baltoro Equipment” as used herein) under the Master Agreement, Purchasing Entity agrees, notwithstanding anything to the contrary, that the following provisions are applicable to the PIJ Equipment and such provisions are in addition to those in the Master Agreement. With exception of the Supplies and Supplies Pricing section 5 below, to the extent that the terms and conditions set forth below are contrary to those in the Master Agreement, the Master Agreement shall control.

1. **COMMENCEMENT & TERM.** The Term for each unit of Equipment will commence upon the installation of Xerox-installable Equipment as confirmed by the authorized Purchasing Entity representative signing the Customer Acceptance Sign-off part of Attachment 15 (Baltoro Customer Acceptance Form), which is attached to and made part of this Order, to indicate that Acceptance (as described in the Section “Acceptance” below) has occurred (“Commencement Date”). Purchasing Entity shall be provided with a copy of a completed and mutually agreed to Attachment 14 (Sample Baltoro Customer Expectations Document), as well as a completed, and mutually agreed to Attachment 16 (Baltoro SOW), prior to execution of any Order. In addition, Purchasing Entity will sign both Attachment 14 and Attachment 16 prior to execution of any Order and both documents will be attached to and made part of the Order. Once the Purchasing Entity signs Attachment 14, the date will be indicated on the “Pre-Sales Activities” portion of Attachment 15. The initial Term of the Order will continue from the Commencement Date for the number of full calendar months shown as “Term” on the face of the Order. Any partial month in the Term will be billed on a pro rata basis, based on a 30-day month. Upon termination, Purchasing Entity will make the Equipment available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).
2. **RESPONSIBILITY FOR MEETING CERTAIN CED REQUIREMENTS.** The Purchasing Entity is solely responsible for fulfilling all of the “customer” obligations set forth in Attachment 14 (Sample Baltoro Customer Expectations Document), hereinafter “CED,” which include, but are not limited to, meeting all environmental, product space and power, and network connectivity requirements. In addition, the CED and User Guide (“Guide”) set forth certain operator maintenance activities that Purchasing Entity is responsible for performing at the intervals indicated therein. The Purchasing Entity may have Xerox perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Xerox certified technicians, and upon the Purchasing Entity’s agreement to pay Xerox’s service call rates, as specified in the Master Agreement Price List.

Notwithstanding the foregoing, the following shall clarify and/or modify language in the CED as follows:

Under the **Introduction** Section:

The sentence *“We expect you as our valued customer to use all reasonable efforts to safeguard the document, to not disclose its contents to third parties, and to only circulate it within the organization on a need to know basis”* shall only apply to the completed Order documents (i.e. the finalized and signed CED and SOW between the Purchasing Entity and Xerox) and not the CED “template,” which is incorporated into the Master Agreement as Attachment 14). Further all references to “Xerox Confidential” or “Xerox Confidential, Do Not Distribute” shall only apply to the completed Baltoro CED and completed Baltoro SOW Order documents.

The following language: *“In the event of any conflict between the statements made in this Customer Expectations Document (“CED”) and any terms in the sale, lease, rental and/or service agreement or Statement of Work (“SOW”) between you and Xerox (or the Xerox authorized reseller) including, but not limited to, maintenance or functionality of the Baltoro HF System, the order of precedence will be as follows: (1) the terms contained in this CED, and then (2) the terms contained in such sale, lease, rental and/or service agreement, including any Statements of Work. However, notwithstanding the foregoing, Customer’s responsibility to make any payment to any Xerox financing company under a lease or rental agreement will be absolute in accordance with its terms and not negated by anything contained in this CED”* shall be null and void. Further, any language in any other version of the CED that is utilized under the NASPO Master Agreement, and which contradicts the terms and conditions of either the Master Agreement or a State’s Participating Addendum, shall also be null and void.

3. **BALTORO BREAK-FIX SERVICES AND PRINTHEAD REQUIREMENTS.** For the Baltoro Equipment included in this

Order, this provision is in addition to Section 3 (Maintenance Services) of Attachment 6 of the Master Agreement (Xerox Maintenance Agreement Terms and Conditions). In addition to the other exclusions listed in Section 3 of Attachment 6 of the Master Agreement, Maintenance Services excludes repairs due to: Purchasing Entity **(i)** allowing the Equipment to be operated by employees that have not received Contractor training; or **(ii)** failing to perform operator maintenance procedures identified in operator manuals. If Contractor is unable to keep a unit of Equipment in good working order after the initial term of the Order, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days' written notice to the other party.

Purchasing Entity is liable for any and all damage, including all repairs, arising out of incorrect loading of ink or from the failure to properly perform operator maintenance in a timely manner.

Routine refurbishment and replacement of print heads is covered under this Order at no additional charge to Purchasing Entity. Contractor's refurbishment and replacement obligations can be voided if Purchasing Entity: **(a)** fails to perform routine maintenance as specified by Contractor; **(b)** uses inks, consumables (including paper) or spare parts, which do not meet Contractor's specifications; **(c)** allows or causes the changing or handling of a print head by anyone other than a Contractor certified service representative; **(d)** allows the repair of the Equipment or a print head by anyone other than a Contractor certified service representative; **(e)** fails to maintain the environmental specifications required by Contractor including but not limited to specifications for humidity and/or temperature during operation of the Equipment; **(f)** fails to follow Contractor's operating procedures while operating the Equipment; or **(g)** allows the Equipment to be operated by employees that have not received Contractor training.

Contractor will not be required to repair or replace a print head if the cause of the subject failure is covered by any of the specific causes listed above or any other exclusion set forth in the Master Agreement or the applicable CED or Guide, and Purchasing Entity will be required to pay for the repairs to the print head, or to purchase a replacement print head. Purchasing Entity agrees to perform all maintenance tasks when directed to do so by the status messages on the Equipment's interface window and/or as outlined in the Equipment's CED or Guide.

In the event of the failure of a print head, Purchasing Entity and Contractor will jointly review the maintenance history, and any other relevant data. If Purchasing Entity has complied with the foregoing requirements, as demonstrated by the Equipment and/or in the Equipment's CED and Guide and any other relevant data, Contractor will replace the failed print head in accordance with this Section at no charge to Purchasing Entity.

In the event Purchasing Entity has failed to perform the maintenance tasks as directed to do so by the Equipment's interface window and/ or as outlined in the Equipment's CED and Guide, or any other relevant data demonstrates that Purchasing Entity has failed to adhere to the requirements set out in the CED or Guide, Purchasing Entity will return the damaged print head to Contractor in accordance with the process that is communicated to Purchasing Entity and managed by the Contractor certified service representative. The determination of Purchasing Entity's liability or non-liability must be made in each instance, and mutually agreed upon by Contractor and Purchasing Entity, prior to Purchasing Entity's returning the damaged print head to Contractor.

In a case where Purchasing Entity's liability for repair or replacement has been agreed to, following return of a print head, Contractor will, in good faith, determine if the print head can be repaired or must be replaced. Contractor will communicate its determination to Purchasing Entity promptly and provide at such time its good faith estimate of the cost of the remedial action to be undertaken.

In a case where Purchasing Entity's liability for repair or replacement has been agreed to, Purchasing Entity will pay the amount invoiced by Contractor for the materials, and associated work to repair or replace the subject print head. The amount to be invoiced shall not exceed Master Agreement pricing.

4. **ACCEPTANCE.** Following delivery and installation of the Equipment, the date for the completion of the "Installation Activities" portion of Attachment 15 will be mutually agreed upon with the Purchasing Entity. Contractor will then provide the Services specified in Attachment 16 (Baltoro SOW) and when Contractor has completed the training of Purchasing Entity's operators in Attachment 16, the completion date will be entered for the "Training Activities" portion of Attachment 15. Lastly, upon completion of all Implementation Activities (i.e. Pre-Sales Activities, Installation Activities, and Training Activities) and the successful testing of the Purchasing Entity's files as set forth on the first page of Attachment 15 and indicated in Attachment 16, Purchasing Entity shall sign the "Customer Acceptance" portion of Attachment 15. The completion of this process shall constitute "Acceptance" (as such term is used through the Master Agreement) of the Equipment and the initial Term will commence for Maintenance Services.
5. **SUPPLIES AND SUPPLIES PRICING.** This Section applies to Baltoro Equipment only and shall replace Section 2 and 3 of **Attachment 1 (Xerox General Terms)**, to the Master Agreement. Supplies are not included in the cost of the Equipment; Purchasing Entity will need to place a separate Order for these supplies, whose pricing and applicable terms and conditions can be found in the Master Agreement Price List. Purchasing Entity will order such Supplies using the

“Customer Number” to be provided to the Purchasing Entity at the time such entity places an Order for the Baltoro Equipment. Supplies excludes safety goggles and nitrile gloves and are not available under the Master Agreement.

- 6. WARRANTY AND GUARANTEE DISCLAIMER.** IN ADDITION TO THE DISCLAIMER IN SECTION 14 OF ATTACHMENT 2 TO THE MASTER AGREEMENT (**XEROX LEASE AGREEMENT TERMS AND CONDITIONS**), THE BALTORO EQUIPMENT IS **(A)** A PRODUCT NOT SUBJECT TO THE EQUIPMENT GUARANTEE AS NOTED IN SECTION X.10.2 OF THE MASTER AGREEMENT AND **(B)** IS A PRODUCTION DEVICE THAT FALLS INTO GROUP C EQUIPMENT IN THE MASTER AGREEMENT AND THUS, NO UPTIME COMMITMENT IS MADE FOR THE PRODUCT.
- 7. MATHWORKS SOFTWARE LICENSE.** Baltoro equipment incorporates software from MathWorks, Inc. (“MathWorks”) and the following terms apply to said software:
- a. LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to Purchasing Entity a license to install and use the MATLAB Compiler Runtime Libraries (“MCR”), solely and expressly for the purpose of running software created with the MATLAB Compiler (the “Application Software”), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
 - b. LICENSE RESTRICTIONS.** Purchasing Entity shall not modify or adapt the MCR for any reason. Purchasing Entity shall not disassemble, decompile, or reverse engineer the MCR. Purchasing Entity shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, Purchasing Entity shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party’s use of the MCR. Purchasing Entity shall not sublicense, sell, or otherwise transfer the MCR to any third party. Purchasing Entity shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
 - c. NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
 - d. TERM AND TERMINATION.** This license shall automatically terminate upon Purchasing Entity’s failure to comply with this license.
 - e. EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising Purchasing Entity’s rights under this license, Purchasing Entity agrees not to violate any such laws and regulations. Purchasing Entity also represents and warrants that **(i)** Purchasing Entity is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and **(ii)** Purchasing Entity is not listed on any U.S. Government list of prohibited or restricted parties.
 - f. U.S. GOVERNMENT LICENSEES:** Purchasing Entity agrees that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern Purchasing Entity’s use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.
 - g. ASSIGNMENT.** Purchasing Entity may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
 - h. MATHWORKS LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some Participating States and Entities do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to a Participating State or Entity. MathWorks’ liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. For clarification, this provision limits the liability of MathWorks to the Participating State or Entity, but the liability of Xerox to the Participating State or Entity shall remain that limitation of liability outlined in Section 6 of Attachment 1, Xerox General Terms, of the Master Agreement, or as otherwise negotiated by each Participating State or Entity in their Participating Addendum.
 - i. DISCLAIMER OF WARRANTIES.** The MCR is delivered “as is.” and MathWorks makes, and Purchasing Entity receives, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any

with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for Purchasing Entity's purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.

- j. **GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Purchasing Entity. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.
- k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and Purchasing Entity. This license shall not supersede any product license Purchasing Entity have with MathWorks for the MATLAB Compiler.

8. THIRD PARTY HARDWARE MAINTENANCE SERVICES.

- a. The provision of maintenance services to keep the Third Party Hardware in good working order ("Third Party Hardware Maintenance") is contingent upon Purchasing Entity facilitating timely and efficient resolution of Third Party Hardware issues by: **(i)** utilizing customer-implemented remedies provided by Contractor and **(ii)** providing information to and implementing recommendations provided by Contractor telephone support personnel. If a Third Party Hardware issue is not resolved after completion of **(i)** and **(ii)** above, Contractor will provide on-site support as provided herein. Unless otherwise provided herein, Third Party Hardware Maintenance will be provided during Contractor's standard working hours from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (excluding Contractor-recognized holidays which currently are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and certain floating days around some of these holidays) in areas open for repair service for the Third Party Hardware in the U.S. You agree to give Contractor reasonable access to the Third Party Hardware. Third Party Hardware Maintenance shall cover repairs and adjustments to keep the Third Party Hardware in good working order that are required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Contractor determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Contractor, as well as any non-Contractor alterations, relocation, service, supplies, or consumables).
- b. Contractor shall perform scheduled Third Party Hardware Maintenance at such times agreed to by both parties at each Third Party Hardware location. Scheduled maintenance shall be performed as specified in the Third Party Hardware Maintenance documentation.
- c. Contractor shall replace parts that are unserviceable as determined solely by Contractor on an exchange basis with new, or parts equivalent to new when used in the Third Party Hardware. Additionally, parts may at times be replaced with an equivalent item (i.e. form, fit and function the same, but not necessarily the same brand as the replaced part). Exchanged parts removed from the Third Party Hardware will become the property of Contractor.
- d. Purchasing Entity shall perform Key Operator maintenance functions as described in the Third Party Hardware operator's manuals.
- e. Contractor shall use only qualified Customer Service Engineers fully trained on maintenance requirements and operation of the Third Party Hardware.
- f. Purchasing Entity shall notify Contractor of Third Party Hardware failure and shall provide adequate working space, heat, light, ventilation and electrical current and outlets.
- g. Purchasing Entity shall place unscheduled maintenance requests for the Third Party Hardware by calling the Contractor's service telephone number provided by Contractor.
- h. Contractor shall not be obligated to provide the following services under these Third Party Hardware Maintenance terms and conditions:
 - i) Additional or optional retrofits.
 - ii) Services as a result of Third Party Hardware relocation by Purchasing Entity.
 - iii) Exterior painting of the Third Party Hardware.
 - iv) Repair for damages resulting from Purchasing Entity neglect or abuse.
 - v) Performance of normal Key Operator functions as described in the Third Party Hardware operator's manuals.
 - vi) Third Party Hardware reconditioning.
 - vii) Repair of software (other than replacement of firmware).

- i. Purchasing Entity agrees to make available Key Operators or a systems administrator for the Third Party Hardware. Training will be provided in accordance with the Master Agreement Price List.
- j. SERIAL NUMBER AND FACILITIES STANDARDS. Contractor represents that the Third Party Hardware has a manufacturer's serial number and the Purchasing Entity represents that the Third Party Hardware will at all times be located in facilities which meet all applicable health, environmental and safety standards.
- k. COMMENCEMENT & TERM, RENEWAL AND TERMINATION OF THIRD PARTY HARDWARE MAINTENANCE.
 - i) Third Party Hardware Maintenance Services terms and conditions become effective upon Contractor's acceptance of the of the Purchasing Entity's Order, and remain in effect for the number of months set forth in the Order.
 - ii) Unless the Purchasing Entity notifies the Contractor of their intent to renew the Maintenance Services on a monthly basis at least thirty (30) days' prior to the end of the Maintenance Services term, then the Maintenance Services will not be renewed, in accordance with the Master Agreement.
 - iii) In addition to the address to which notices are to be sent to Contractor as provided in the Master Agreement or Order, notices required to be sent to Contractor related to Third Party Hardware Maintenance shall be mailed to:

XEROX CORPORATION1301
Ridgeview Drive
Lewisville, TX 75057
- l. OUTSIDE SCOPE OF THIRD PARTY HARDWARE MAINTENANCE. Third Party Hardware service activities performed outside the scope of the Master Agreement, and these terms and conditions, including, but not limited to, weekend service, key operator functions, product enhancements and engineering changes, will be negotiated separately with Purchasing Entity.
- m. WARRANTY DISCLAIMERS. Aside from Contractor's obligations to provide Third Party Hardware Maintenance in accordance with the provisions set forth herein, Contractor makes no other representations or warranties relative to such service, express or implied. XEROX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATIVE TO SERVICES PROVIDED HEREUNDER.
- n. Notwithstanding anything to the contrary in the Master Agreement or an Order, Contractor shall not be liable for the loss of any data as a result of performing Maintenance Service activities hereunder, and Purchasing Entity shall be responsible for all necessary or desired data backup.

ATTACHMENT 14 – XEROX SAMPLE BALTORO CUSTOMER EXPECTATIONS DOCUMENT



Attachment 14 -
Xerox Sample Baltoro

ATTACHMENT 15 – XEROX BALTORO CUSTOMER ACCEPTANCE FORM

	Item	Criteria	Measure
1.	Workflow	Basic end-to-end Print Operation for Golden Jobs	Acceptance: Jobs print as described within the Customer Expectation Document (CED). See table below for list of Golden Jobs.
2.	Measurement of Print Quality	Successful production run of Golden jobs at the completion of initial installation and training period.	Acceptance: Same visual quality level as approved print samples. See table below for list of Golden Jobs.
3.	Useable Output	Output utilized	Acceptance: If Baltoro HF output is provided to meet a production / job requirement, items 1 and 2 above no longer need to be satisfied and the solution is automatically accepted.

Golden Job Table

File Name	Page Size	# of pages	Stock Requested	Drop Size at Standard Speed (Small/Medium /Large or Max)	Drop Size at High Speed (Limited to Small/Medium)
Example: Testjob.pdf: Job ID #	Example: 8.5"x11"	2	Example: Domtar ExpressJet 20lb	Example: med	Example: med

Purchasing Entity and Xerox Corporation agree that the above criteria will be used to determine that the Xerox Baltoro HF Inkjet Printer has been successfully implemented.

Purchasing Entity : _____ Date: _____

Xerox Corporation: _____ Date: _____

Customer Acceptance Sign-off

		Account Support Team	
Baltoro HF Inkjet Press	S/N:	Sales Executive:	
		Professional Services Analyst:	
FreeFlow Print Server	S/N:	Service Representative:	
		Production Color Consultant:	
Pre and Post Equipment Configuration			
Equipment	Serial #	Equipment	Serial #
Implementation Activities			
Pre-Sales Activities	Owner	Completion Date	
Customer Expectations Document signed by Customer	<u>Customer</u> : Decision Maker		
Installation Activities	Owner	Completion Date	
Equipment delivered and installed by Xerox in accordance with the Customer Expectations Document ("CED")	<u>Xerox</u> : Service Representative		
Xerox Service Representative Signature:			
Training Activities	Owner	Completion Date	
Customer operator and systems administration training activities completed according to the SOW by Xerox.	<u>Customer</u> : Trained Operators		
Xerox Production Color Consultant Signature:			
Customer Acceptance			
With my signature below, I hereby agree that my Baltoro HF Inkjet Printer has been delivered and installed, the training activities noted above have been completed, the solution implementation has been completed in accordance with the CED and the Statement of Work, and Golden Job reproduction as defined above in the Customer Acceptance Criteria have been met as of this date, and I approve the initiation of billing			
Customer Signature: (Decision Maker)	Date	Professional Services Analyst:	Date
Meter Readings for the Baltoro HF Inkjet Printer as of Customer Sign-off Date: Meter 1 (Color Impressions): _____ Meter 2 (Black Impressions): _____ Meter 3 (Color Large Impressions): _____ Meter 4 (Black Large Impressions): _____ Please report each meter digit displayed including two digits which are greyed out on the display.			
Please fax completed form to: SPA, Lewisville, Texas, Fax: 1-800-407-8430			

ATTACHMENT 16 – XEROX BALTORO SOW

1.1 Goals

This Statement of Work (this “SOW”) outlines the professional services (“Professional Services”) to be provided by Xerox Corporation (“Xerox”) to the Purchasing Entity identified on the first page of this SOW (“you” or “Customer”) and included in the transaction described in the applicable order-related documents (“Order”) for the Xerox-brand Baltoro production inkjet solution (the “Solution” or the “System”). Professional Services activities are those performed by:

Xerox Project Management Resources:

Implementation Plan

Customer Acceptance Criteria

Xerox Professional Services Resources may include one or both of the following:

Professional Services Analyst (“Xerox PSA”)

Production Color Consultant (“Xerox PCC”)

1.2 Project Objective and Scope

The scope of the Project is limited to the installation and implementation of the Solution in conjunction with, and supporting workflow included within this SOW (“Project”).

Initially agreed upon applications which have been tested and validated for production readiness by Customer and Xerox and which are outlined within Attachment R (Baltoro Customer Acceptance Form).

1.3 Xerox Deliverables and Expectations

1.3.1 Project Management

Xerox will conduct the necessary Project planning for periodic status reporting, issues management, and Project change management related to the installation of the Solution (“Project Management”). Project Management activities will continue from pre-install of the Solution to Acceptance and Sign-off as identified in this SOW. Project Management support is provided for the implementation of the identified Solution within the Baltoro Order only; all other elements unrelated to the Baltoro Order are outside the scope of this SOW.

The Xerox Project Manager (the “Project Manager”) will:

Provide regular status and progress reports and will work with Customer’s designated Project manager / focal point to follow-up and coordinate tasks assigned to Customer’s personnel .

Manage the core Project team to clearly define the Project’s scope, goals and timelines.

Monitor the life cycle for the Project and each sub-project.

Develop and deploy a communication plan for the Solution.

Manage and coordinate all activities required for successful implementation of the Solution, using tools and checklists provided to Customer.

Create and provide a detailed implementation plan / timeline with dates and responsible parties (the “Implementation Plan”).

Provide coordination of delivery, installation and implementation of the Solution.

Ensure Customer signs off at conclusion of Project and / or sub-projects.

Monitor progress to ensure that application support activities are delivered as outlined in this SOW.

Conduct a post-implementation steady state transition meeting.

1.3.2 Project Resources

Xerox will provide the individuals required to perform Xerox’s responsibilities for the Project. Additional resources will be provided from relevant Xerox experts, as required.

1.3.3 Installation Planning

Xerox has provided Customer the Installation Planning Guide (the “IPG”). This document summarizes most

technical requirements related to the physical installation of the Solution. In particular, Xerox will:
Specify the infrastructure that Customer will need to make available for successful installation of the System.
Prior to installation, Customer will need to sign a HVAC Certificate and Floor Loading Certificate (signed by building owner) indicating that the facility meets or exceeds the specifications identified in those documents, which are included in the IPG.

1.3.4 Site Review

Prior to installation, a formal site review will be conducted. As part of the site review, Xerox will perform the following tasks for the Xerox-provided elements of the Solution:
Arrange and participate in a review of the installation site as per requirements contained in the IPG.
Provide consulting support for the site modification, including space, floor strength, environmental, electrical and networking requirements.
Validate delivery path and coordinate delivery schedule dates.

1.3.5 Workflow Components

1.3.5.1 Golden Jobs

As part of the standard order process, Xerox has identified and tested up to three (3) golden jobs that are representative of Customer's jobs (the "Golden Jobs"). Xerox will request that Customer sign 3 sets of the Golden Jobs samples that show the print quality required.
Once the System is installed at Customer site, Xerox will run the same jobs again and request that Customer sign four (4) copies of the Golden Jobs printed on their System installed at Customer's facility in order to indicate that the print quality provided by the installed System meets or exceeds that of the original Golden Jobs printed prior to delivery / installation. Then, Customer will sign off on Attachment 15 (Baltoro Customer Acceptance Form) to indicate "Customer Acceptance."
Customer will keep copies of both printed sets of Golden Jobs for future comparative reference.
Customer will ensure that the agreed-to production print-ready files and required resources for testing are made available during installation as per Project timelines. All print applications that are referenced in Attachment 15 (Baltoro Customer Acceptance Form) will be available prior to the signing of the Order.
In addition to the standard stock and consumables required for installation, as defined in Attachment 14 (Sample Baltoro Customer Expectations Document), Customer will provide the following stocks that have been identified below for use during installation:
[input Golden Job Media]

1.4 Activities

The Xerox PSA and/or Xerox PCC will provide on-site support for time periods designated below during first shift operations.

Consulting Support

During the installation process, the Xerox PSA will work with Customer as follows:
Provide necessary consulting to support the integration of the Solution within the Customer's existing network environment.
Aid in initial application migration within the implementation timeline of the Project.
Reproduce Golden Jobs after installation on the System.

Workflow and Hardware Training

The Xerox PCC will provide training for up to four (4) operators, for up to one week delivered in a single session, that will include the use of FreeFlow Print Server and color adjustment tools included with the Solution, as well as the overall print quality management. Training also encompasses tasks and exercises designed to ensure

proper use and maintenance of the Solution. Tasks can include, but are not limited to, cleaning and maintaining the printer, paper handling, print quality inspection, and printer safety.

Operator Coaching

After Customer Acceptance, the Xerox PCC will also provide coaching, for up to one week delivered in a single session, to the operators previously trained on workflow and hardware trained to further educate the trained operators on reinforcement of solution operability, color adjustments and maintenance while in live production. Tasks include reinforcement of previous tasks covered in training and may include, but are not limited to, cleaning and maintaining the printer, paper handling, print quality inspection and printer safety. Operators will be encouraged to reference their learning curriculum for reinforcement of appropriate procedures. Delivery timeframe for this activity will be scheduled between Customer and Xerox.

Additional Workflow or Hardware Training

Should Customer hire additional operators or require additional training for existing operators in the future and / or training that is beyond the scope and timeline identified above, such training will be at an additional cost to Customer and is not included in the pricing of the Order. Xerox offers a wide range of fee-based training services that are driven to meet the needs of Customer and can vary widely in terms of time, effort, and complexity. Customer is encouraged to work with its Xerox PSA to develop a custom training plan to meet such needs. Any customer training plan and any additional training and quotes for such custom training plan or additional training will be provided outside of this SOW.

1.4.1 Service Enablement

The Xerox installation team (the "Installation Team") will resolve hardware and software issues related to installation of the System. Xerox will provide product specialists to place and assemble the Solution (a "Service Specialist"). In addition, local product-trained customer service engineers ("CSEs") will receive mentoring from corporate trained Xerox engineers while ensuring that all set-ups and adjustments are validated.

The goal of the strategy is to provide Customer with an exceptional install experience. The Service Specialist will assist the trained operators, the CSEs and Xerox PSA with near-site / on-site service support. To accomplish this goal, the Service Specialist will:

- Lead the Installation Team with the set up and installation of the Solution.

- Work with the CSEs to ensure they are able to complete service repairs, adjustments and set-ups.

- Facilitate resolution of any product problem / issue to product design intent.

All third party hardware and software support will be delivered by their respective vendors.

Client Responsibilities

2.1 Overview

In order to ensure a positive experience during the acquisition, planning, installation and acceptance period of the Solution, it is vital that Customer take on certain tasks and responsibilities. Customer agrees to:

- Designate a Project manager / focal point to follow-up and coordinate tasks required of Customer's personnel.

- Provide the necessary personnel to carry out all Customer-related actions and tasks for the Project, and to work with Xerox on joint actions and tasks.

- Allow access to the appropriate IT staff needed to enable Xerox to implement, configure and test the Solution in accordance with the agreed-upon requirements.

- Arrange for designated operators to attend the operator training sessions as scheduled in this Project.

- Provide the required infrastructure, including, but not limited to, floor space and utilities, to allow Xerox to implement, configure and test the Solution in accordance with the agreed-upon requirements and Project timelines.

- Provide the hardware, software and licenses for required critical workflow components and arrange for the

installation of upgrades and updates of those components if required for the expected high performance of the Solution.

Prepare and make available the required features, software licenses and system settings required in existing servers to integrate the Solution into Customer’s current production workflow.

Provide Xerox’s Installation Team with access to the installation site as per install schedule; including the required arrangements for daily overtime and weekend work as mutually agreed by the Project Team.

Be solely responsible for the security of its data, and for all back-up measures related to such data and all software, in Customer’s environment, including on the System.

Prepare and implement additional workflow procedures to best optimize the performance of the Solution.

Prepare and implement all color management procedures and practices that are enabled by the system capabilities of the Solution. These procedures will be covered in operator training.

Retain responsibility for ongoing data quality.

Be responsible for deploying of all required processes and procedures of the Solution to its users, and managing the introduction of new working practices.

Make available an external internet connection for mandatory Xerox remote service implementation. Specific information will be supplied in the IPG.

Ensure Customer’s production staff is responsible for reporting any problems and issues to the Xerox Welcome Center (1-800-821-2797). The Welcome Center will get you to a solution product specialist who will work with trained operators to provide immediate solutions or dispatch a local CSE as required.

Provide production planning schedule information (e.g., jobs, volumes, ramp up, dates, etc.) as required.

Acceptance and Signoff

Upon completion of installation, final inspection of the Xerox Solution, completion of operator training, and successful achievement of the criteria outlined in Attachment 15 (Baltoro Customer Acceptance Form), the Customer will sign the “Customer Acceptance” portion of the document. Such signature indicates acceptance of the Solution, approves the initiation of billing, commencement of maintenance on the System, and signifies the System is in “production”.

Signatures

I have reviewed this SOW, and understand and agree with the information included.

Purchasing Entity [Customer Name]

Name Signature Date

Xerox Professional Services Analyst

Name Signature Date

ATTACHMENT 17 – XEROX PRINTERLOGIC SOW

This Statement of Work (“SOW”) for professional services, effective on the date when signed by the last party (“Effective Date”), is made by and between Xerox Corporation (“Xerox”) and Customer (“Customer” and together with Xerox, the “Parties”) pursuant to the terms and conditions described in this SOW. This SOW is created based upon Xerox’s understanding of the Customer’s requirements. This SOW further defines the goals and deliverables for this professional services project.

Goals and Objectives

The goal of this project is to provide the Customer with the PrinterLogic print management software solution.

Services Overview

This project will be delivered using the Xerox professional services. The Xerox implementation is a fixed scope engagement designed to provide Customer with the capabilities necessary to begin managing printing and related information in an efficient manner. The following services are considered to be within scope for this professional services project. Any changes to this SOW, including attachments, shall require the written consent of both Parties.

This includes the following high-level tasks:

- Discover - The Discover phase allows Xerox to refine our understanding of requirements and goals, verify assumptions, & define the solution design and delivery strategy.
- Design – The solution plan of approach is documented and the foundation for deployment is laid. (See Attachment B – Project Scope)
- Deployment – This phase addresses the installation of the solution, configuration of the solution in accordance with the solution design.
- Training – This phase enables the client administrator to receive a knowledge transfer.
- Project Close – The entire project is reviewed, closed, and ongoing support guidance is provided.

Delivery and Schedule

- All services will be delivered offsite as remote services only. Please refer to the “Customer Responsibilities” section herein for requirements to support remote access and training delivery.
- All services will be provided during normal business hours (8am-5pm Monday-Friday in the Central time zone).
- Xerox will provide the delivery and coordination of the Professional Services to assist the Customer throughout the Project.
- Xerox may assist the Customer with additional time and effort for support beyond those tasks identified in the Scope of Professional Services section above, but those activities and their associated costs are not included in this Statement of Work.
- All Professional Services shall be performed on mutually agreeable dates.
- Upon agreement by Client and Xerox of dates for delivery of Professional Services, an email confirmation will be provided, and the Professional Services shall be deemed scheduled. Both Xerox and Customer shall use commercially reasonable efforts to attend all scheduled Professional Services meetings. The repeated cancellation of Professional Services meetings may result in Project delay and additional costs.
- Customer may reschedule or cancel previously scheduled Professional Services registration up to five (5) business days prior to the scheduled start date. Professional Services registration that are cancelled or rescheduled with less than five (5) business day notice may be subject to late fees equal to up to one (1) full day fees.
- Customer acknowledges and agrees that once the Professional Services has begun, Customer shall cooperate with Xerox for the duration of the Professional Services schedule. In the event Customer delays work in the middle of the Project, Customer shall be responsible to Xerox for the days delayed and Xerox shall submit a Project Change Request to modify the completion date and additional costs for Project completion.
- All Professional services will be deemed as delivered and complete when all tasks of this SOW are executed.

Exclusions

- Software integrations or interactions with any applications not specifically mentioned are not included.

Customer Responsibilities

Customer is responsible for the following actions, which are necessary to ensure Xerox's effective delivery of the services described in this SOW within a timely manner:

- Provide a single point-of-contact (typically the Project Sponsor or Project Manager) with signoff authority to work with Xerox and affirm project completion who is fluent in the English language.
- Provide access to key Customer IT resources during the install: server administrator, network administrator, and database administrator.
- Provide access to key Customer personnel with knowledge of the current environment and business processes.
- Coordinate/facilitate communication between Xerox personnel and Customer personnel who support this effort.
- Prior to project start (mandatory), provide the following: Installation and configuration of all servers, including hardware, operating system, enterprise database manager services, including patches and service packs at the agreed / supported level, along with network integration, backups, and disaster recovery / failover if required.
- Provide any required network connections from the server location to the workstation installations.
- Perform a backup of any current on-premise production environments (install directory, database tables) per Xerox instructions before test and production installs.
- Provide / enable remote access to all servers and Customer systems involved in this project, including administrative accounts (operating system and database).
- Provide VPN access to all servers defined in this SOW Support/participate in all installation activities, if possible. Xerox recommends that the system administrator "ride along" for the majority of the time spent on installation, upgrade, and configuration whenever possible.
- The Customer will not share any software code or confidential intellectual property belonging to the Customer or any other company with Xerox Corporation or its employees or contractors.
- In order for Customer to manage the system after Go-Live, Customer will have at least one (1) person trained. However, Xerox recommends that Customer have two (2) administrators trained for each of the proposed software platforms. As part of the SOW, required training is provided. Failure to maintain the software systems will result in poor performance and unreliable operation. Support requests associated with untrained operators or poor system maintenance will not be supported, and may result in service charges for repair or recovery. Customer is responsible for all travel related expenses for Personnel to attend and complete the training.

Project Assumptions and Risks

This proposal is based upon the following assumptions:

- The information provided to Xerox prior to the development of this SOW is accurate
- Xerox will have at least four weeks from date of acceptance, as evidenced by Customer authorized signature on this document, to plan, staff and begin the proposed project
- Any customizations of the software implemented through scripting or other API-based changes which need to be migrated forward must be addressed under the assumptions stated in the "In Scope" Section

The identified risks to the project schedule or costs are:

- Availability of Customer staff to participate in the project
- Availability and configuration of new production hardware
- Availability of remote access

Project Change Request

During the engagement, if Xerox discovers information or requirements that would change the scope of the project, as defined in the agreed-to SOW, a Project Change Request ("PCR") will be introduced for approval. The PCR will identify revised tasks along with an adjusted price associated with the required change(s). The PCR will describe the change(s), the rationale for the change(s), and the effect the change(s) will have on the project timeline/budget/technology/quality. The Customer will review the proposed change(s) and will approve, or reject. A PCR must be signed by both parties to authorize implementation of the investigated changes. Such price, schedule and other terms shall be reasonable and consistent with the Terms of this SOW, as applicable.

Delay or Abandonment

A successful project requires diligence and timely participation by both Parties. In the event that the Customer delays the

engagement by not delivering against defined commitments, not scheduling or participating in required events, or otherwise extending the timeline of the engagement, Xerox reserves the right to adjust the delivery dates and the professional fee and re-invoice the Customer for any additional work and associated incurred costs that result from the delay. Any adjustment to fees shall be in compliance with the NASPO Value Point Master Agreement (“Master Agreement”) pricing. Further, if the Customer’s team ceases to interact with Xerox for a period of more than four weeks, the project will be deemed to be concluded and final billing will be submitted.

Completion

The project will be complete when the effort estimated (hours) for the work plan presented above has been exhausted. Upon completion of the project, Xerox will submit an Acceptance Sign-Off document for signature by the authorized Customer representative. This document summarizes the deliverables outlined in the SOW and any relevant PCR(s). Signature by the Customer representative signifies completion of the project defined by that SOW and any relevant PCR(s). If the Customer does not return the signed Acceptance Sign-Off document to Xerox within five (5) business days of the Acceptance Sign-Off document submission, the Acceptance Sign-Off document is deemed accepted by Client and Xerox is entitled to proceed with final billing.

Software Maintenance and Support

All software being deployed or configured within this SOW must have an active support & maintenance agreement. Software support provides access to technical email and phone support for the Xerox-provided solution components. Support is limited to troubleshooting assistance to identify the root cause of the issue or corrective action where the root cause is determined to be within the Xerox delivered configurations. Customer provides standard Level 1 support for End Users. Xerox provides standard Level 2 Support. Only a Customer’s designated software administrator may open a support ticket by sending an email to AppSupportSW@xerox.com. Support is available 8 am to 5 pm, Monday-Friday, Normal Working Hours, except local holidays.

Support often includes free access to software patches, updates, and version upgrades. See your software license agreement for specific details. Professional services to install, deploy, or configure any software updates, patches, or upgrades are not covered by software maintenance & support. Other changes to the infrastructure, established communications protocol, or data formats following release to the Customer, are also not covered.

SOW Validity

This SOW is valid for a period of thirty (30) days. If the SOW is not signed within the thirty-day time period, an updated SOW must be requested. An updated SOW may include a change in the deliverables, terms, and/or pricing. The SOW must be signed in order to proceed with work. Xerox is not bound by any SOW or scope document that is not signed by authorized representatives of both Parties. Upon receipt of a Customer signed SOW; Xerox has thirty (30) days in which to assign the SOW to a Software Engineer.

List of Attachments

- Attachment A Professional Services
- Attachment B Project Scope
- Attachment C Software Licenses & System Requirements
- Attachment D End User License Agreement

Acceptance

By signing below, Customer authorizes Xerox to commence performance of services as described in this SOW.

Customer	Xerox Corporation
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

ATTACHMENT A

Professional Services

Professional services included with this project are provided in the table below. Any changes to the quantity, rate, or type of services must be accomplished in accordance with the project change request clause of the SOW, whether initiated by Xerox or the Customer. PrinterLogic software license and Professional Services prices are included in the applicable NASPO ValuePoint Master Agreement Xerox Group Price List.

Pricing includes the Discover, Design, Deployment, and Training Services Phases. Professional Services are billed based upon a time and materials basis for actual hours required to deliver the project. Xerox provides project management services during this project to manage and coordinate meetings, assign tasks, and track deliverables for the duration of the project. This is a key element to keep the project on schedule and within budget.

Select One	Item	Description	Hours Included
<input type="checkbox"/>	Professional Services – SMB Package Overview	The SMB Package typically covers environments with 0 – 200 printers but does not include additional licensed bundles.	5.00
<input type="checkbox"/>	Professional Services – Bronze Package Overview	The Bronze package covers environments with 0 – 1000 printers but does not include additional licensed bundles.	25.00
<input type="checkbox"/>	Professional Services - Silver Package Overview	The Silver Package covers environments with 500 – 1000 printers including additional licensed bundles.	50.00
<input type="checkbox"/>	Professional Services – Gold Package Overview	The Gold Package covers environments with 1000 - 3000 printers including additional licensed bundles.	75.00
<input type="checkbox"/>	Professional Services Enterprise Package Overview	The Enterprise Package covers environments with 3000+ printers with any additional licensed bundles.	120.00

ATTACHMENT B Project Scope

Description of Services

Commencement of the work described below will be dependent on the availability of any software license keys and/or hardware (servers, multifunctional printers (MFPs), scanners, etc.) required for successful deployment of the project. Any tasks to be completed by the Customer, or dependent on Customer's resources and availability, cannot be estimated by Xerox.

Deliverables

This engagement will be comprised of the following activities and Deliverables as listed below.

Key Activities & Deliverables

Discover

- Conduct discovery session covering topics which may include:
 - System requirements review
 - Deployment process

Design & Deployment

- Develop a design summation based on the results of the Discover phase, which may include:
 - Authentication methods
 - Print release configuration
- Setup and configuration will include the following:
 - Provision Customer's PrinterLogic Portal
 - Install printers and print drivers into the PrinterLogic portal [Note: May include using the Printer Migration tool for existing Print Servers]
 - Configure Printer Profiles if specific settings are required
 - Load Floor Plan and position printer on Floor Plan: Yes _____ No _____
 - Create distribution templates to provide the correct printer based on defined criteria
 - Provide access to the PrinterLogic Client installer tool or URL
- Test system for accuracy.
- Promote system to production status.

Training

- Provide up to one thirty (30) minute administrative training and knowledge transfer for up to two (2) individuals.

Project Close

- Provide guidance for future support engagements.
- Review Customer satisfaction and obtain feedback.
- Obtain Customer signature on project acceptance form.

ATTACHMENT C

Software Licenses and System Requirements

The software licenses and/or services required to implement the solution described in this SOW are set forth in the following table. Licensed software is based on Customer provided information and subject to change if Customer revises their requirements. If changes are required, they must be accomplished in accordance with the change clause section of the SOW whether initiated by Xerox or the Customer.

Software	Quantity
PrinterLogic SaaS Core	1

Key Considerations

- Customer must provide a list of printer names, IP addresses and the driver type (PCL6 or PS) for each device.
- Customer must provide a list of print driver profiles if custom configurations are requested. The list must include the printer name and the default settings required for each profile.

System Requirements

Below is a list of the Customer's system requirements. Such list is subject to change based on technology advancements.

Client OS and Hardware

This PrinterLogic Client supports the following operating systems.

X86	X64
Windows 10/11	Windows 10/11/2016/2019/2022
	macOS 11 (Big Sur) macOS 12 (Monterey) macOS 13 (Ventura)
	Ubuntu Linux (LTS) 18.04 Ubuntu Linux (LTS) 20.04 Red Hat 7 Red Hat 8

OTHER
Chrome OS 88+

The Admin Console interface displays a list of the supported operating systems in **Tools > Settings > General**, as shown here.



Client workstations must have hardware capable of running the operating system with 30MB free hard disk space for the client installation. Additional space for print drivers being installed may be required as well.



The use of ARM processors is currently not supported for Service Client machines and end-user workstations.

Supported SNMP Versions

If SNMP is enabled, PrinterLogic leverages metadata to ensure precise reporting, SNMP information retrieval, Pull Print/Secure Release Print functionality, and synchronization of identities and email addresses from local PrinterLogic users. For a comprehensive list of the collected metadata and concise descriptions of their use cases see the [Metadata Collected by PrinterLogic](#) topic.

- SNMP v1
- SNMP v2
- SNMP v3

Supported Browsers

- Microsoft Edge (Chromium)
- Safari 15, 16
- Firefox 3+ and current release
- Google Chrome 88+

Browser Extensions

Edge (Chromium) Extension

The Edge (Chromium) extension can be found in the Microsoft Store listed as the [PrinterLogic Extension v x.x.x.x](#). This extension is currently only supported for Windows OS. Visit the [Microsoft Edge \(Chromium\) Extension](#) documentation for more information on installing it.

▼ **Prerequisites for Edge (Chromium) to function correctly:**

Chrome Browser Extension

The Chrome extension can be found in Chrome Web Store listed as the [PrinterLogic Extension vx.x.x.x](#).

Chromebook OS Extension

The Chromebook extension can be found in the Google Admin Console listed as Extension ID:
llhfdhidddenjnklnbngmapjohlbekh

Firefox Browser Extension

Open the Firefox browser and browse to <https://www.printerlogic.com/browser-extension/> to install the extension.

ATTACHMENT D

End User License Agreement

IMPORTANT—PLEASE READ CAREFULLY. This End User License Agreement (the “EULA”) is a legal agreement between PrinterLogic, Inc. dba Vasion, a Delaware corporation (“PrinterLogic”) and “you,” the recipient of PrinterLogic’s software product, as described on the applicable PrinterLogic quote, or otherwise provided to you under any trial period (“Trial Period”), and which may include associated media, printed materials, and online or electronic documentation (the “Software”). You and PrinterLogic are referred to individually as a “Party” and collectively as the “Parties.”

BEFORE USING THE SOFTWARE, PLEASE CAREFULLY READ THIS EULA. BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED IN THIS EULA. IF YOU DO NOT AGREE TO ANY TERM OR CONDITION OF THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE.

1. **LICENSE GRANT.** Subject to, and provided that you comply with, all of the terms and conditions hereof, PrinterLogic hereby grants to you and your Affiliates (defined below) who become a party hereto (collectively referred to as “you”) a non-exclusive, non-transferable, limited, revocable license to use the Software during the Term (as defined below) (the “License”). For purposes of the EULA, the term “Affiliate” means any corporation, association or other entity that directly or indirectly controls, is controlled by, or is under common control with you, where “control” means the ownership of the majority of equity and/or voting rights of such corporation, association, partnership, or other entity. Regardless of the type, size, or medium of the Software and except as otherwise expressly provided herein, the License granted to you hereby entitles you to (i) install, use, access, display, and run one (1) copy of the Software on your server, and (ii) install, access, and maintain one (1) back-up copy of the Software on a backup server. You agree to be responsible for the acts and omissions of the end users of the Software in breach hereof. PrinterLogic reserves any right not expressly granted to you herein.

2. **PRINTER LICENSE COUNT.** Every printer object created in the Software consumes one printer license. For example, if two printer objects are created for a single physical printer (one for black and white printing and one for color printing) then two printer licenses are consumed. As printer objects are added or removed from the Software the remaining available license count decreases or increases respectively.

3. **TERM AND TERMINATION.** The term of the license granted pursuant to this EULA shall commence upon the earlier of (i) your purchase of the Software, or (ii) your installation of the Software, and shall continue in perpetuity, for perpetual licenses (“Perpetual License”), or for the period specified on the PrinterLogic invoice, for subscription licenses (“Subscription License”), or until the conclusion of the Trial Period, if applicable (the “Term”). Notwithstanding the foregoing, PrinterLogic shall have the right to terminate your rights hereunder immediately (A) in the event that you breach the terms of this EULA and such breach remains uncured for a period of fifteen (15) days after PrinterLogic provides notice to you of such breach, or (B) in the event that you breach the terms of this EULA and PrinterLogic reasonably determines that such breach has or will likely cause material harm to PrinterLogic. Upon any such termination, you agree that you will destroy all copies of the Software, including any Supplemental Components (as defined below).

4. **ADDITIONAL SOFTWARE/SERVICES.** The terms hereof apply to the Software and to any upgrades, supplements, add-on components, or Internet-based services components of the Software, if any (“Supplemental Components”), that PrinterLogic may provide to you or make available to you for purchase after the date of this EULA unless other terms are provided along with such Supplemental Components. If other terms are not provided along with such Supplemental Components, then such Supplemental Components shall be deemed a part of the Software licensed hereby and all of the terms and conditions hereof shall apply to the Supplemental Components, including ALL DISCLAIMERS, LIMITATIONS ON DAMAGES, AND SPECIAL PROVISIONS PROVIDED HEREIN AND/OR OTHERWISE PERTINENT TO THE SOFTWARE.

5. **INTELLECTUAL PROPERTY RIGHTS.** The Software, including, but not limited to any web pages, images, photographs, animations, video, audio, music test, and applets, is protected by U.S. and foreign copyright laws and international copyright treaties, as well as by other such intellectual property laws and treaties. The Software incorporates various intellectual property rights that may include copyrights, trademarks, patents, trade secrets, and other proprietary rights (collectively, the “Intellectual Property Rights”). Although you have been provided with a copy of the Software, PrinterLogic retains all rights, title and interests in and to the computer software comprising the Software and all Intellectual Property Rights embodied therein or related thereto other than the license rights expressly granted to you hereunder.

6. **TRADEMARKS.** Notwithstanding anything contained herein to the contrary, you hereby acknowledge PrinterLogic’s exclusive right, title and interest in and to all present and future names, service marks, trademarks, copyrights, labels, insignias, slogans, symbols, designs and other characteristics used by PrinterLogic in connection with the sale of the Software (the “Trademarks”). As between the Parties, the Trademarks will remain the sole property of PrinterLogic at all

times.

7. PROTECTION AND SECURITY. During the Term and for a period of three (3) years thereafter, You agree to use its best efforts and to take all reasonable steps to safeguard PrinterLogic's Software and Supplemental Components, to ensure that no unauthorized persons have access thereto and that no unauthorized copy, publication, disclosure, or distribution, in whole or in part, in any form, is made. You acknowledge that the Software contains valuable confidential information and trade secrets of PrinterLogic and that unauthorized use, disclosure and/or copying of the Software would be extremely harmful to PrinterLogic.

8. NOTICE OF UNAUTHORIZED USE. You agree to notify PrinterLogic as soon as reasonably practicable in writing of the existence of any unauthorized copying, access, disclosure, distribution, possession, modification, transfer, reproduction or other unauthorized use of the Software of which you or your agents or employees become aware.

9. NO COPIES, TRANSFERS, OR MODIFICATIONS. YOU MAY NOT MAKE COPIES OF THE SOFTWARE EXCEPT AS EXPRESSLY PERMITTED IN SECTION 1 (LICENSE GRANT). YOU MAY NOT, WITHOUT THE EXPRESS WRITTEN CONSENT OF PRINTERLOGIC, (I) LOAN, SHARE, RENT, LEASE, LEND, SUBLICENSE, DISTRIBUTE, SELL, OR OTHERWISE TRANSFER THE SOFTWARE OR A BACK-UP COPY TO ANY THIRD PARTY OR ANOTHER USER, OR (II) MODIFY THE SOFTWARE OR CREATE DERIVATIVE WORKS THEREFROM.

10. NO REVERSE ENGINEERING. The Software contains valuable trade secrets of PrinterLogic. You agree that you will not, directly or indirectly, and will not allow any of your Affiliates to, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code from the Software.

11. SERVICE-LEVEL AGREEMENTS AND SUPPORT SERVICES. In connection with your licensing of the Software, you will receive the services and support as described in the appropriate PrinterLogic Service-Level Agreement applicable to your license of the Software, which is incorporated herewith, and updated from time to time, found at: <https://www.printerlogic.com/support-sla/>.

12. NO LIABILITY FOR ACTIONS OF THIRD PARTIES. In the event that you were introduced to PrinterLogic or to the Software by someone other than PrinterLogic (a "Third Party"), you hereby agree to the following: (i) PrinterLogic is not responsible and cannot be held liable to you for such Third Party's mistakes, misrepresentations, or other conduct towards you; and (ii) you have done an independent evaluation of the Software, reviewed the manuals, specifications, and other materials provided by PrinterLogic on its website or otherwise, and are not relying on statements by such Third Party regarding the Software.

13. INDEMNIFICATION. Indemnification by PrinterLogic. PrinterLogic agrees to defend, indemnify, and hold you and your Affiliates, and the parents, subsidiaries, directors, officers, employees, and agents of you, harmless from and against any and all losses, debts, liabilities, claims, demands, causes of action and expenses (including attorneys' fees and expenses) asserted by third parties arising out of or resulting from (a) the breach by PrinterLogic of any of its representations, warranties, covenants and agreements contained within this EULA, or (b) infringement of a third party's Intellectual Property Rights, at PrinterLogic's expense and with PrinterLogic's counsel; provided that, upon receiving written notice of any such claim, you promptly notify PrinterLogic in writing of any such claim. You shall cooperate with PrinterLogic, at PrinterLogic's expense, in defending or settling such claim and you may join in defense with counsel of your choice at your own expense. If the Software is, or in the opinion of PrinterLogic may become, the subject of any claim for infringement or if it is determined in a adjudicative manner that the Software infringes on the rights of a third party, then PrinterLogic may, in lieu of monetary damages, at its option and expense, either (i) procure for you the right from such third party to use the Software consistent with this EULA, or (ii) replace or modify the Software with other suitable and reasonably equivalent products so that the Software becomes non-infringing. PrinterLogic shall have no liability for any infringement arising from your use of other than the current version of the Software, or your use of the Software in a manner other than as set forth in this EULA and any accompanying documentation. THIS SECTION STATES PRINTERLOGIC'S ENTIRE OBLIGATION WITH RESPECT TO INDEMNIFICATION.

14. LIMITED WARRANTY. PrinterLogic warrants that it is the owner of the entire right, title and interest in and to the Software, and that the use of the Software, as contemplated herein, does not conflict with, misappropriate, or infringe the rights of any third party. PrinterLogic further warrants that (i) the Software will perform substantially as advertised, and (ii) any support services provided by PrinterLogic shall substantially comply with the appropriate service-level agreement.

15. LIMITATIONS ON WARRANTIES. The above warranty excludes damage or failure resulting from abuse, misuse, alteration, unauthorized modification, acts of nature or disaster, or unauthorized repair or installation. PrinterLogic does not warrant that the operation of the Software will be uninterrupted or error free or that the Software is not vulnerable to fraud or

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16. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PRINTERLOGIC, ITS RESELLERS, SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY, TORT, CONTRACT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OF ANY KIND OR NATURE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR GOODWILL, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF USE DAMAGES, LOST BUSINESS, OR ANTICIPATED PROFITS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, AND/OR ANY SUPPLEMENTAL COMPONENT THERETO, EVEN IF PRINTERLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND YOU HEREBY ASSUME ALL RISK AS TO THE QUALITY, PERFORMANCE, OPERATION OF AND/OR INABILITY TO OPERATE THE SOFTWARE AND/OR ANY SUPPLEMENTAL COMPONENT THERETO. IN NO EVENT SHALL PRINTERLOGIC'S TOTAL LIABILITY HEREUNDER EXCEED (i) IN THE EVENT YOU HAVE A PERPETUAL LICENSE, THE INITIAL AMOUNT PAID BY YOU FOR THE PERPETUAL LICENSE, OR (ii) IN THE EVENT YOU HAVE A SUBSCRIPTION LICENSE, THE AGGREGATE AMOUNT THAT YOU HAVE PAID FOR THE SUBSCRIPTION LICENSE DURING THE MOST RECENT TWO (2) YEARS. PRINTERLOGIC SHALL HAVE NO LIABILITY FOR YOUR USE OF THE SOFTWARE IN A MANNER THAT DOES NOT CONFORM TO THE SOFTWARE SPECIFICATIONS THAT WERE PROVIDED TO YOU.

17. CUSTOMER REMEDIES. In the event that there is a defect in the Software, you expressly acknowledge and agree that your exclusive remedy shall be that PrinterLogic shall either (i) return the prepaid unused fees for the Software, if any, or (ii) repair the Software. The choice between such remedies shall be in PrinterLogic's sole discretion. Notwithstanding the foregoing, these remedies are void if failure of the Software resulted from accident, abuse, or misapplication by you.

18. EQUITABLE REMEDIES. You acknowledge and agree that damages at law may be inadequate remedies for the breach of certain sections hereof and, accordingly, agree that PrinterLogic is entitled to injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security. The rights set forth in this Section shall be in addition to any other rights that PrinterLogic may have at law or in equity.

19. DATA PROTECTION. Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of General Data Protection Regulations (the "Directive") to the extent it applies to each of them.

19.1 For the purpose of this clause 'data controller', 'data processor', 'data subject', 'Information Commissioner', 'personal data', and 'processing' shall have the meanings given to them in the Directive.

19.2 The parties agree that you are the data controller in respect of any personal data that PrinterLogic processes in the course of providing services for you (other than business contact data processed by the PrinterLogic to allow it to manage your account), and that PrinterLogic is the data processor of said personal data.

19.3 Further, the parties agree that you are the Data Exporter and PrinterLogic is the Data Importer as defined within the standard contractual clauses as amended and set forth in Exhibit A below, and the parties agree to the terms and conditions of the said standard contractual clauses.

20. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is subject to certain export restrictions of the United States Government. If you are (i) in a country to which export from the United States is restricted for anti-terrorism reasons, or a national of any such country, wherever located, (ii) in a country to which the United States has embargoed or restricted the export of goods or services, or a national of any such country, wherever located, or (iii) a person or entity who has been prohibited from participating in United States export transactions by any agency of the United States Government, then you may not access or use the Software. By accepting this License, you warrant and represent to PrinterLogic that (1) none of

the criteria set forth in (i), (ii), or (iii) above apply to you, (2) that you shall not export or re-export Software to any country, person, or entity subject to U.S. export restrictions, including those persons and entities that match the criteria set forth in (i), (ii), or (iii) above, and (3) that neither the United States Bureau of Industry and Security, nor any other U.S. federal agency, has suspended, revoked, or denied your export privileges.

21. EXPORT LIABILITY ASSURANCES. You agree and certify that the Software shall not be exported outside the United States except as authorized and permitted by the laws and regulations of the United States. If the Software has been rightfully obtained by you outside the United States, you agree that you shall not re-export the Software except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software.

22. GOVERNING LAW; SUBMISSION TO JURISDICTION. This EULA shall be governed by and construed under the laws of the State in which the Purchasing Entity resides, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. By entering into this EULA, you irrevocably submit yourself and your principals individually to personal jurisdiction in courts of the State of the Purchasing Entity and agree that jurisdiction for any dispute shall be solely within the State of the Purchasing Entity and waive any forum non conveniens defense.

22.1 Notices. Specific notices applicable to users of the Software, technical support, system security and other account notices will be given by electronic mail to the email address on record in PrinterLogic's account information. All legal or dispute-related notices will be sent by first class mail or express delivery, if to PrinterLogic, attention PrinterLogic Legal Department, at 432 S Tech Ridge Dr, St. George, UT 84770, U.S.A., and if to you, to your account representative and address on record in PrinterLogic's account information, or such other addresses as either Party may designate in writing from time to time.

23. ENTIRE AGREEMENT. This EULA and any applicable PrinterLogic quote, invoice, and/or service level agreement relating to the Perpetual License or Subscription License executed by the Parties, constitutes the entire agreement and understanding between you and PrinterLogic relating to the subject matter hereof, and PrinterLogic is not obligated under any other agreements, unless in writing and signed by an authorized representative of PrinterLogic. You hereby confirm that PrinterLogic has not made any statements or representations that are not outlined in this EULA and that you have not entered into this EULA in reliance on any statement(s) or representation(s) not expressly set out herein.

24. HEADINGS; SEVERABILITY; WAIVER; AMENDMENT; ASSIGNMENT. The headings of the Sections and subsections hereof are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision hereof. If any provision hereof (or part thereof) is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision (or part thereof) shall be deemed deleted from this EULA, while the remaining provisions hereof shall continue in full force and effect. No failure or delay by PrinterLogic in exercising any right, power or remedy hereunder shall operate as a waiver of any such right, power, or remedy, nor shall any single or partial exercise of such right, power, or remedy by PrinterLogic preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable law. This EULA may only be amended in a writing executed by PrinterLogic and you, specifically setting forth such amendment. You may not assign, sublicense, or transfer this EULA or any rights or obligations hereunder without the prior written consent of PrinterLogic. Any such attempted assignment, sublicense, or transfer shall be null and void. PrinterLogic may terminate this EULA in the event of any such attempted assignment, sublicense, or transfer upon written notice to you.

25. CONSTRUCTION; FORCE MAJEURE. In the event an ambiguity or question of intent or interpretation arises, this EULA shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of the provisions hereof. If PrinterLogic is unable to perform its obligations due to reasons beyond its reasonable control, then PrinterLogic's performance shall be excused and the time for performance extended for the period of delay due to such occurrence.

26. CONTACT. If you have any questions regarding this EULA please contact PrinterLogic at support@printerlogic.com.

EULA EXHIBIT A

(Amended) Standard Contractual Clauses—controller to processor

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: the individual or entity that is a recipient of PrinterLogic's service as described on the applicable invoice or order form, or otherwise provided to said individual or entity under any trial period. (the data exporter)

And

Name of the data importing organization: PrinterLogic, Inc.

Address: 912 West 1600 South, Suite C-201, St. George, UT 84770 USA

Tel: (435) 652-1288 e-mail: legalteam@printerlogic.com

Other information needed to identify the organization: www.printerlogic.com .

(the data importer)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

1. Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and, in particular, the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data

importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

5. Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorized access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter once in any twelve month period to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the appropriately professionally qualified and sufficiently competent personnel of data exporter or [an inspection body composed of independent members] in possession of the required professional qualifications bound by a duty of confidentiality (which the importer may require to be made directly with it), selected by the data exporter, where applicable, in agreement with the supervisory authority. The parties agree that (i) where the data importer has achieved relevant certification it shall be permitted to substitute evidence of such certification in place of the requirement to submit to an audit under this clause and (ii) where the data importer has already undergone an audit within the previous three (3) year period then it shall be permitted to provide a copy of the resulting report to the data exporter as evidence of its compliance with the relevant data protection laws. The foregoing is subject to the provision that any resulting report shall be maintained as strictly confidential, an original copy is promptly provided to the importer by or on behalf of the exporter and all intellectual property rights in the report and its contents shall be deemed to be those of the importer.

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter of the nature of any sub-processing and will make available to the data exporter notification of any changes to such sub-processors on its website (the data exporter hereby consents to such sub-processing rights and notification obligations);

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly on request a redacted copy of any sub-processor agreement it concludes under the Clauses to the data

exporter.

6. Liability

The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

8. Governing law

The Clauses shall be governed by the law of the Participating State in which the data exporter is established.

9. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

10. Sub-processing

The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Participating State in which the data exporter is established.

The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

11. Obligation after the termination of personal data-processing services

The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

The Participating State may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Subject Matter & Duration of the Processing

The Data Exporter has contracted with the Data Importer for certain software services. In its use of the software services the Data Exporter will upload certain personal data into the software's database which may be stored at the Controller's election either on servers outside of the EEA, at the time of writing on Amazon Web Services (AWS) in the United States or within the EEA (including the United Kingdom) at the time of writing on Amazon Web Services (AWS). The data may be accessed, on the Data Exporter's request, by the Data Importer in order to provide technical support services. The personal data will be processed for the duration of the contract for software services and for a further period of thirty (30) days to allow appropriate time for deletion and any requested return of the data to the Data Exporter.

Data Subjects

The personal data transferred concern the following categories of data subjects (please specify): End users of the PrinterLogic application which may include employees and other personnel of the Data Exporter or of the customers of the Data Exporter, solely at the discretion of the data exporter.

Categories of Data

The personal data transferred may concern the following categories of data: First name, last name, email address, title of

printed document, username and password.

Special Categories of Data (if appropriate)

The personal data that may be transferred would not normally concern any special categories of data, but data exporter is in control in this regard.

It should be noted that in Pull Printing mode the software will capture and store the title of a document which will be produced in print reports accessible to the licensor's IT personnel. The title of printed documents which may be reported [and stored] will be the title of the document as transmitted to the printer to be printed. This title may therefore contain special category data or personal data belonging to the data subject for which the data exporter may need to satisfy itself that it has obtained the express consent of the data subject to transfer in order to comply with its legal obligations under the General Data Protection Regulation 2016/679 (GDPR).

The Data Exporter is in control and may turn this function on or off as it sees fit.

If controller turns this function off, Pull Printing mode within the software will capture and temporarily store the title of a document which will be encrypted and not accessible to the licensor's IT personnel and will be temporarily stored until released from the print queue by the transmitter of the document or for a period of time elected by the Controller until automatic expiry.)

Processing operations

The personal data transferred will be subject to the following basic processing activities:

PrinterLogic does not typically actively use or access any data including personal data that data exporter uploads to its services and products, except where it is necessary to provide technical support to the data exporter at the Data Exporter's request.

PrinterLogic's print driver management software (offered as a SaaS solution or an on-premise solution) performs two services that involve personal data:

1. Print Job Auditing and Reporting

- The software provides the customer with the following information via a print report:
- Quantity of pages each department prints weekly, monthly or quarterly
- Usage of any given printer to determine if a printer can be phased out
- Actual cost of printing—itemized by department, location or printer
- Customer's top 100 printer users
- Identification of users who frequently initiate large print jobs
- Notification of when a user prints a document labelled as "classified"
- Overall printer usage data and printer consolidation guidance
- Monitoring and reporting of all USB printing

2. Active Directory

A PrinterLogic customer can establish an Active Directory within the PrinterLogic software that identifies authorized users for a specific printer along with what manner the authorized user may use the printer. (ie. Printing in color or black and white only) The customer controls the information needed to run such authorizations (e.g. username, pin number, ID number, etc.)

For the on-premise solution, the PrinterLogic software is installed behind the customer's firewall and PrinterLogic does not have access to the customer's network unless granted access during a product support request. For the SaaS solution, a client is installed locally that communicates with the PrinterCloud product hosted in Amazon Web Services which customers may elect to be stored on servers in the United States or in the EEA (including the United Kingdom).

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

1. Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) The Services use, or enable PrinterLogic customers to use, industry-accepted encryption products to protect Customer Data and communications during transmissions between a Customer's network and the Services, including 128-bit TLS Certificates and 2048-bit RSA public keys at a minimum. Data at rest is also encrypted.

2. Liability

The Parties agree that the following shall supplement their respective liabilities as set out in paragraph 6 of the Standard Contractual Clauses:

If one party is held liable for a violation of the clauses committed by the other party or otherwise suffers any damage resulting from or connected to such violation, defaulting party shall be liable for direct damages, costs, charges, damages, expenses or losses the non-defaulting party has incurred provided that such liability shall be limited to direct damages only (excluding any indirect, exemplary, incidental, special or consequential damages) and shall be limited to a sum equal to the fees paid to PrinterLogic by the Customer in the 12 months preceding the occurrence of the event triggering the damages.

Nothing in this paragraph 2 shall be construed so as to limit or restrict the rights of the data subject including the right to compensation to the extent that such restriction is not permitted by the GDPR or these Standard Contractual Clauses.

APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Standard Contractual Clauses (processors).

Data Importer and processor shall comply with all requirements that the General Data Protection Regulation 2016/679 (GDPR) imposes on processors and are collectively referred to as "processor" in this Appendix 3. "Controller" is the data exporter or the data exporter's customer. Without limiting the generality of the foregoing, processor agrees that it:

(a) processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; also, the processor shall immediately inform the controller if, in its opinion, an instruction infringes the GDPR, national data protection laws in the EU or other applicable law;

(b) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) takes all measures required pursuant to Article 32 of the GDPR (security of processing);

(d) respects the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor. Notwithstanding the foregoing:

(i) the Data Exporter agrees that the Data Importer shall be free to engage sub-processors in connection with the software services provided that the appointed sub processors fulfil the requirements of the Model Clauses. Notwithstanding the foregoing the Data Importer shall publish a list of its current sub processors in a direct communication to the Data Exporter;

(ii) The Data Importer shall inform the Data Exporter of any proposed additions or replacements to the sub processors. Upon such notification, the Data Exporter shall have 10 days in which to provide the Data Importer with any detailed and reasonable objection or concern it may have regarding the proposed appointment;

(iii) [In the event of such objection the Data Importer is not obliged to consider or accommodate the Data Exporter's position but shall permit the Data Exporter to terminate its services agreement on written notice to the Data Importer];

(iv) If the Data Exporter does not raise any objection or concern within the 10-day period then without limiting any of its rights or remedies under the GDPR it shall be deemed to have consented to such changes; and

(e) taking into account the nature of the processing, assists the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, including, without limitation, right to access, rectification, erasure

and portability of the data subject's personal data; (for the avoidance of doubt, processor shall only assist and enable controller to meet controller's obligations to satisfy data subjects' rights, but processor shall not respond directly to data subjects)

(f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (Security of personal data) taking into account the nature of processing and the information available to the processor;

(g) at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless it is required to retain storage of the personal data;

(h) without limiting the provisions of paragraph 5(f) of Exhibit A the parties agree that the Data Importer shall in accordance with Article 28 of the GDPR and at the request of the Data Exporter once in any twelve-month period submit its data-processing facilities for audit of the processing activities covered by these Standard Contractual Clauses.

ATTACHMENT 18 – XEROX EQUIPMENT TAKE BACK OPTIONS FOR US CUSTOMER

All electronics contain materials that are hazardous to the environment. The safe management of used electronics is very important. Many states have enacted Provider Responsibility laws to ensure used electronics are kept out of landfills and hazardous materials are recovered and managed responsibly.

Xerox has established a mail-back program for several states and participates in a few state-run programs. Please select your state below to learn about available recycling options.

CONNECTICUT

Residents that have purchased Xerox® Office Equipment, such as desktop printers and “all in one” devices for use in their homes can recycle their end-of-life equipment free of charge through the State’s electronic waste recycling program. You can drop off your electronics at one of the many locations established by the State.

More information about Connecticut’s electronic waste program is available at [Connecticut Department of Energy and Environmental Protection](#)

DISTRICT OF COLUMBIA

Xerox will accept, on a one-to-one basis with the purchase of the same type of covered electronic equipment, covered electronic equipment that is offered for return by a person in the District.

Consumers who have purchased Xerox® Office Equipment, such as desktop printers and “all in one” devices that weigh less than 100 pounds that are not, nor can be, configured as floor devices or point of sale receipt printers, are asked to recycle your electronic waste.

Information on recycling options for all consumers that have purchased Xerox® Office Equipment is available at [Xerox Recycling Program powered by SRS - DC](#)

Information about the District’s electronic waste program is available at the [District of Columbia Department of Energy & Environment](#)

HAWAII

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers, is available at [Xerox Recycling Program powered by SRS - HI](#)

Information about Hawaii’s electronic waste program is available at the [State of Hawaii Department of Health](#)

ILLINOIS

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use is available at [Xerox Recycling Program powered by SRS - IL](#)

Information about Illinois’ electronic waste program is available at the [Illinois Environmental Protection Agency](#)

MAINE

Residents that have purchased Xerox® Office Equipment, such as desktop printers and “all in one” devices that has been purchased for use in their homes, along with small businesses or non-profit organizations and K-12 schools, can recycle their end-of-life equipment free of charge through the State’s electronic waste recycling program. Municipalities ensure that their residents have a collection site or event that will take these "covered electronic devices" for recycling.

More information about Maine’s electronic waste program is available at [Maine Department of Environmental Protection](#)

MICHIGAN

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or small businesses with less than ten (10) employees is available at [Xerox Recycling Program powered by SRS – MI](#)

Information about Michigan’s electronic waste program is available at the [Michigan Department of Environment, Great Lakes](#)

and Energy

NEW JERSEY

Information on recycling options for a person, small business enterprise, State entity, school district, or local government unit with Xerox® Office Equipment, such as desktop printers purchased through retail channels, is available at [Xerox Recycling Program powered by SRS – NJ](#)

Information about New Jersey's electronic waste program is available at the [New Jersey Department of Environmental Protection](#)

NEW YORK

In accordance with NYS regulation, information on recycling options for all household consumers and for-profit entities which have 49 or fewer full time employees, not-for-profit corporations with 74 or fewer full time employees, or any not-for-profit corporations designated under section 501c-3 of the internal revenue code with Xerox® Office Equipment, such as desktop printers not managed through our regular return process, or monitors is available at [Xerox Recycling Program powered by SRS – NY](#)

If you have purchased a Xerox® Product and would like to recycle your non-Xerox branded product free of charge, go to [Xerox Recycling Program powered by SRS – NY](#)

Some Xerox® Printers have hard drives that may contain personal or other confidential data. Instructions on how to destroy such data before surrendering products for recycling or reuse are available in the [Data Protection: Image Overwrite, Encryption and Disk Removal](#) document.

Information about New York's electronic waste program is available at [New York State Department of Environmental Conservation](#)

NORTH CAROLINA

Information on recycling options for consumers with Xerox® Desktop Printers used for personal or home office use, and not-for-profit organizations with less than 10 employees is available at [Xerox Recycling Program powered by SRS – NC](#)

Information about North Carolina's electronic waste program is available at [North Carolina Department of Environmental Quality](#)

OREGON

Residents can take Xerox® Office Equipment, such as desktop printers and "all in one" devices to participating Oregon E-Cycles collection sites for free recycling.

Information about Oregon's electronic waste program is available at [Oregon E-Cycles](#)

SOUTH CAROLINA

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or small businesses with less than ten employees is available at [Xerox Recycling Program powered by SRS – SC](#)

Information about South Carolina's electronic waste program is available at [South Carolina Department of Health and Environmental Control](#)

UTAH

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or home businesses is available at [Xerox Recycling Program powered by SRS – UT](#)

Information about Utah's electronic waste program is available at [Utah Department of Environmental Quality](#)

VERMONT

Residents can take Xerox® Office Equipment, such as desktop printers and "all in one" devices to participating Vermont E-Cycles collection sites for free recycling.

Information about Vermont's electronic waste program is available at [Vermont E-Cycles](#)

WISCONSIN

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or use in K-12 schools is available at [Xerox Recycling Program powered by SRS - WI](#)

Information about Wisconsin's electronic waste program is available at [Wisconsin Department of Natural Resources](#)

ALL OTHER STATES

If your state is not listed, Xerox encourages you to drop off your office equipment for recycling at your local retailer or other collection sites and events. You can find electronic waste guidance on governmental websites in your state. You can also check with large retail businesses in your area.

QUESTIONS

Contact Xerox Customer Support
1-800-ASK-XEROX (1-800-275-9376)

AskXerox@xerox.com

Information about sustainability initiatives at Xerox is available at [Corporate Social Responsibility](#)

Information about consumables and equipment reuse and recycling options is available at [Xerox Recycling and Waste Prevention](#)