

ATTACHMENT A
XEROX LEASE AGREEMENT TERMS AND CONDITIONS
AGREEMENT FOR THE LEASE OF EQUIPMENT
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 7.
- 2. DEFINITIONS.** "Purchasing Entity" means a city, county, district, institution of higher education, and some non-profits who issue a lease order under the NASPO ValuePoint contract. "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 equipment ("Equipment"), Software and supplies 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 Customer 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 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. 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 Data Access, or if Remote Data Access 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 term for a lease Order shall commence upon acceptance of the Equipment; provided, however, for "Customer-installable" 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.** Equipment prices include standard delivery charges and, for Xerox- owned Equipment, standard removal charges. Charges for non-standard delivery, 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 Xerox or Authorized Dealer and for any Equipment relocation are the Purchasing Entity's responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.
- 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, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE: (i) at the end of the lease 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 at the lease term's conclusion ["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 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 and has not been modified from its original configuration (other than by Xerox). 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 the Purchasing Entity upon acceptance and for Equipment designated as "Customer Installable," the Equipment delivery date the Purchasing Entity will keep the Products and Third Party Products insured against loss or damage and the policy will name Xerox as a loss payee.

ATTACHMENT B, XEROX GENERAL TERMS

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.** If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer 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"** means the period commencing 90 days after installation of the Equipment to 18 months after installation of the Equipment. For the Guarantee Period, 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 Purchasing 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 (the "Equipment Guarantee"). This Equipment Guarantee applies only to Equipment that has been (a) continuously maintained by Xerox per a contract with Xerox, and (b) operated at all times in accordance with the CED or Documentation. The Equipment Guarantee does not apply to certain Equipment, which models shall be identified in your applicable order-related documents. Except as otherwise stated in an order-related document, this Equipment Guarantee replaces and supersedes any other guarantee from Xerox, whether made orally or in writing,

styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

5. **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.
6. **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.
7. **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. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.
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.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

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 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.

**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. **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. 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 Consumable Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer 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. **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 Customer 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 or the 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, 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. 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 Data Access, or if Remote Data Access 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:

4. **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).
5. **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 Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
6. **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.
7. **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.



8. **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:

9. **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 and has not been modified from its original configuration (other than by Xerox). 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 D, 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. **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. 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, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer 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. **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 Customer 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 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. 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 Data Access, or if Remote Data Access 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:

4. **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.
5. **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 Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
6. **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.
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 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.

SOLUTIONS/SERVICES:

1. **PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the 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. **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. 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, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer 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. **MAINTENANCE SERVICES.** This Section applies only if Customer has contracted with Xerox for the provision of Maintenance Services. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment 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 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. 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 to comply with Xerox's published specifications; (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 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. If meter reads are a component of your 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 Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

PRICING PLAN/OFFERING SELECTED:

4. **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.
5. **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, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
6. **PREPAYMENT.** You may prepay the remaining principal balance on the installment purchase of Equipment, thereby



eliminating future finance charges.

7. **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. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.
8. **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:

9. **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 and has not been modified from its original configuration (other than by Xerox). 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.

**GENERAL TERMS & CONDITIONS:**

- 10. 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.
- 11. PROTECTION OF XEROX'S RIGHTS.** You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

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 set forth in the table entitled "Maintenance Pricing" and/or in the table entitled "Third Party Products/Services" ("Third Party Hardware") and/or third party software ("Third Party Software") and/or third-party hosted service product "Third Party Software as a Service" ("Third Party SaaS") identified in this Agreement.
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. 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, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer 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. **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 Customer 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 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. 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 Data Access, or if Remote Data Access 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:

4. **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.
5. **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 Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
6. **TAXES.** You 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 taxes on Xerox's income.
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 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.



SERVICES MASTER AGREEMENT

THIS SERVICES MASTER AGREEMENT NO. Fill-In 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 >>.

Products and Services acquired hereunder are acquired under the auspices of the NASPO ValuePoint Master Agreement RFP-NP-18-001 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.

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to Customer's and its Eligible Affiliates' United States (“U.S.”) locations. This Agreement is grouped into Modules. The “GEN” Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

DEFINITIONS MODULE

DEF 1. – DEFINITIONS

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

- a. **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- b. **Agreement** means this Services Master Agreement. This Agreement may also be referred to in ordering and contracting documents as a “Services and Solutions Agreement” or “SSA.”
- c. **Amortized Services** means certain services such as consulting and training, the Charges for which are amortized over the term of an Order.
- d. **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.
- e. **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.
- f. **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 **GEN 1.12**.
- j. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, work space, facilities, services and other assets owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and Existing Software) that Customer makes available to Xerox to enable Xerox to fulfill its obligations under an Order.
- k. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.
- l. **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.
- m. **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.
- n. **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.
- o. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- p. **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.
- q. **Effective Date** means the date this Agreement is signed by Xerox.
- r. **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.
- s. **Equipment** means Xerox-brand equipment.

- t. **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.
- u. **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.
- v. **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.
- w. **Feature Releases** means new releases of Software that include new content or functionality.
- x. **Funds** means collectively Amortized Services and Third Party Funds.
- y. **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 Data and Xerox Tools.
- z. **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."
- aa. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- bb. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a "Module." The Modules under this Agreement are the DEF, GEN, SVC, EQP, EP, MS and SW Modules.
- cc. **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.
- dd. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.
- ee. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- ff. **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.
- gg. **Products** means Xerox Products and/or Third Party Products supplied by Xerox and provided to Customer pursuant to an Order.
- hh. **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.
- ii. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- jj. **Remote Data** means data that is automatically collected by Xerox from, or transmitted to or from Xerox by, Equipment or Third Party Products connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data. Remote Data may also be collected by the Xerox Tools and certain Services Software as set forth in the applicable SOW.
- kk. **Remote Data Access** means electronic transmission of Remote Data to or from a secure offsite location.
- 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. **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.
- uu. **Third Party Hardware** means non-Xerox brand equipment.
- vv. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- ww. **Third Party Software** means non-Xerox brand software.
- xx. **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.
- yy. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.
- zz. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

GENERAL MODULE

GEN 1. – GENERAL

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

GEN 1.1 – Agreement Structure

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

GEN 1.2 – CHARGES, PAYMENT AND DEFAULT

- a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's 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, or direct debit from Customer's bank account within thirty (30) days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment. If Customer disputes any amount included in an invoice, then (i) Customer must notify Xerox of the dispute in writing, (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within thirty (30) days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.
- c. **Default.** Customer will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due (45 days after invoice date), 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, and (2) any early termination charges set forth in this Agreement or in the applicable Services Contract and/or Order(s).

GEN 1.3 – RESERVED**GEN 1.4 – RESERVED.****GEN 1.5 – RESERVED.****GEN 1.6 – Customer Responsibilities**

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

- a. that Products acquired hereunder are ordered for Customer's 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.

GEN 1.7 – Warranties

- a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:
 - i. it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;
 - ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and
 - iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.
- b. **Xerox Warranties.**

- i. Services 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 thirty (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. 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.

GEN 1.8 – 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, 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 Data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.
- 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 Data), 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.

GEN 1.9 – RESERVED

GEN 1.10 – RESERVED.

GEN 1.11 – Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a term of _____ months, and upon Customer's request it may continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon thirty (30) days' written notice. 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 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.

GEN 1.12 – 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. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. 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.

GEN 1.13 – Data Protection/Privacy

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

GEN 1.14 – RESERVED

GEN 1.15 – RESERVED.

GEN 1.16 – RESERVED.

GEN 1.17 – RESERVED.

GEN 1.18 – RESERVED.

GEN 1.19 – RESERVED.

GEN 1.20 – Miscellaneous

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.
- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend

beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.

- d. **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 allowed by applicable law, or as stated in the NASPO ValuePoint Master Agreement. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.
- 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 **GEN 1.8** (Intellectual Property Ownership); and (2) Section **GEN 1.12** (Confidentiality); will prevail over conflicting provisions in any other section of this Agreement.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

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

SVC 1.1 – Scope of Services

Subject to the terms and conditions of this Agreement, Services will be performed 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-sub licensable 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.

SVC 1.2 – Charges for Services

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

SVC 1.3 – Use of Subcontractors

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

SVC 1.4 – Services Scope Changes

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

SVC 1.5 – Early Termination of Services and Labor

Except as otherwise set forth in a Services Contract, upon thirty (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 six (6) months of the termination of such Services or labor, Customer shall pay all amounts due as of the termination date, together with the early termination charges, as outlined in the NASPO ValuePoint Master Agreement.

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

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

EQP 1.1 – Term and Date of Installation

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

EQP 1.2 – Delivery and Removal and Suitability of Customer Facilities

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

EQP 1.3 – RESERVED.**EQP 1.4 – RESERVED.****EQP 1.5 – Use and Relocation**

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

EQP 1.6 – Supplier Equipment Provided

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

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

EQP 1.7 – RESERVED.**EQP 1.8 – RESERVED.****EQP 1.9 – Removal of Hazardous Waste**

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

EQUIPMENT PURCHASE MODULE**EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE**

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

EP 1.1 – Order

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

EP 1.2 – Title and Risk of Loss

Title and risk of loss or damage to the Purchased Equipment will pass to Customer upon acceptance at the applicable Customer Facilities.

EP 1.3 – Default

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

EP 1.4 – Maintenance Services for Purchased Equipment

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

EP 1.5 – Agreement Provision Exclusions

The following Agreement provisions do not apply to Orders for an outright purchase of Purchased Equipment: Sections **GEN 1.1(c)(ii)** - (iii); **GEN 1.6(b)-(j)**; **GEN 1.7(b)(1)**; **GEN 1.11**; and **EQP 1.6**.

MAINTENANCE SERVICES MODULE**MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES**

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

MS 1.1 – Maintenance Services

As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to Equipment to which Xerox does not hold title, or as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated 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.

MS 1.2 – Repairs and Parts

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

MS 1.3 – Hours and Exclusions

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

MS 1.4 – Installation Site and Meter Readings

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

MS 1.5 – Remedy

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.

MS 1.6 – End of Service

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

SOFTWARE LICENSE MODULE**SW 1 – TERMS AND CONDITIONS SPECIFIC TO SOFTWARE**

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

SW 1.1**Third Party Software**

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

MANAGED PRINT SERVICES STATEMENT OF WORK FOR NASPO

DRAFT

Xerox Contract Number
XXXXXXXX-XXX

Version Date
07-30-2019

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INTRODUCTION AND OVERVIEW

Xerox shall provide a MPS solution to manage the Customer's document Output Environment at the Sites identified in this SOW. The MPS solution leverages Xerox's expertise, technology, and management processes to help deliver cost control, and asset management. Xerox shall implement, at the identified Sites, the following Services for all print output Devices agreed to be In-Scope:

Assessment Services – Xerox will offer "Initial Free Assessments" that include analyzing and recommending improvements and Equipment deployments. This may include: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; and employee to Device ratio.

Proactive Device Management Services – Xerox Tools are used on the Customer's network to monitor networked Devices. The Xerox Tools enable proactive Device maintenance and Supplies delivery, remote problem resolution, push Xerox Equipment firmware updates, accurate meter collection, new Device discovery, and Device data collection for utilization reporting and analysis.

Xerox Help Desk Services - Xerox Help Desk Services provides Customer End Users with a convenient customer care resource to receive Service requests, dispatch resources, and track, escalate, process and close open tickets. In addition, the Help Desk is able to resolve many common Device issues remotely and proactively. End User requests may include questions about Device operation, relocation, asset acquisition, Supplies, and Service.

Device Maintenance - Maintenance includes normal Break Fix Management and parts that are required to maintain Devices in good working condition in accordance with Xerox and OEM specifications. Services may include dispatch of Xerox and/or 3rd party vendors, tracking of Service calls through call resolution, and reporting of associated Break Fix Management.

Supplies Management Services - Xerox may provide a proactive Supplies replenishment process, where applicable, and an End User request process for reactive ordering of appropriate Supplies. If applicable, Xerox shall provide all Third Party Supplies for Third Party Hardware owned by Customer, which are In-Scope hereunder.

Move, Add, Change and Dispose (MACD) Services - Xerox shall centrally manage the MACD process for Devices. Xerox shall implement a documented MACD process that supports the mutual asset control objectives of the Service. Devices shall be tagged and entered or removed from the asset management database as they are configured, deployed, or disposed of.

DocuCare On-Site Services (Optional) - DocuCare complements standard Break Fix for Equipment by providing first responder Services to enhance Uptime. DocuCare is designed to improve Customer productivity and efficiency by enhancing performance levels through identification of potential issues for Equipment and proactively making necessary replacements and minor repairs before a problem arises.

Xerox Services Portal - The MPS offering provides End Users with convenient and simple to use access to Xerox Services via an End User facing web portal.

1 DEFINITIONS

Terms defined within the Agreement (as defined below) and used herein shall have the meaning set forth therein unless expressly set forth otherwise below.

Ad Hoc Request – A request by Customer for any service that is not a part of this SOW. Xerox may fulfill Ad Hoc Requests via an Order.

Agreement – The Services Contract between Customer and Xerox (Services Contract # _____), which sets forth the terms and conditions governing this SOW.

Break Fix – The issue resolution, repair, or maintenance of all Devices required to achieve the performance standards defined in this SOW.

Break Fix Management – The management of Service Incidents (also known as “Maintenance Services” for Equipment) to the point of issue resolution including, but not limited to remote resolution, dispatching of a technician or vendor, tracking of disposition of Service Incidents, and reporting on Service performance levels as set forth in this SOW.

Capabilities – The functionalities available in an MFD (e.g. scanning, copying, faxing, etc.) that are enabled and included in the pricing under the Order to which the SOW is attached.

Customer – Customer Legal Entity Name Here

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.

Customer's Services Help Desk – A “Level 1” help desk operated by or on behalf of Customer, which is the initial point of contact for End Users.

Device – Equipment and In-Scope Third Party Hardware including, but not limited to laser/inkjet printers, analog/digital copiers, MFDs, desktop scanners, and fax machines.

Device Management – The monitoring of Internet Protocol (IP) Addresses, network attached Devices (as readable by the Xerox® Tools) that provide Standard Network Management Protocol Level Management Information Block (SNMP Level MIB) data that can provide status and Device information for the purpose of proactive management and enhancing Device Uptime.

Effective Date – The Effective Date of this SOW shall be the Effective Date of the Order to which this SOW is attached.

End-User – Customer's employees or nominated agents at Sites who utilize the Devices in the Output Environment.

Equipment – In-Scope Xerox-brand hardware equipment (i.e. printers, copiers, and MFD's).

Help Desk (or “Xerox Help Desk”) – A “Level 2” Xerox service center that acts as a single point of contact to receive inbound calls from Customer's Services Help Desk and receive proactive alerts from network-attached Devices.

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.

MFD – (Multi-Function Device) – A Device which include various Capabilities, including but not limited to copying, printing, faxing and scanning as determined by the applicable OEM specifications.

MPS – (Managed Print Services) – The processes and personnel required to provide the managerial support for all Devices including systems reporting, Service Incident resolution, day-to-day management, process, and general oversight as provided throughout the Term of the Order to which this SOW is attached.

Normal Working Hours (or “Business Day” or “Business Hours”) – The hours during which Xerox shall perform the Services, which are Monday thru Friday, 8 AM to 5 PM, local Site time, excluding Customer holidays.

OEM – Original Equipment Manufacturer

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

Service(s) – The combination of software technology, people, and processes provided to manage and support all In-Scope Devices, Sites, and End Users as defined in this SOW.

Service Incident – An individual occurrence or event that requires proactive (Xerox initiated) or reactive (Customer initiated) maintenance, repair of Devices, or other Services.

Site (or “On-Site”) – Customer or Eligible Affiliates 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 training, remote diagnostics support, and management of the Supplies inventory at their Site(s).

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

Supplies – Collectively refers to Consumable Supplies as defined in the Agreement and Third Party Supplies as defined herein.

Supplies Management – The replenishment of Supplies based on orders for “asset tagged” Devices as requested using an approved Supplies ordering process as set forth elsewhere in this SOW.

Term – The Term of the Order to which this SOW is attached, including any extensions thereto, as mutually agreed upon by the Parties.

Third Party Hardware – Non-Xerox brand equipment.

Third Party Supplies – The types of Supplies provided for Third Party Hardware are comparable to those Consumable Supplies provided for Equipment (see definition for Consumable Supplies as shown in the Agreement for details). Toner and ink for Third Party Hardware may be new, remanufactured, or reprocessed.

Transition – The establishment of Xerox Managed Print Services within the Customer Output Environment, as outlined in this SOW, including, but not limited to: Help Desk process integration, Xerox Tools deployment and configuration, and development of support processes (e.g. MACD, Help Desk process integration, Help Desk call flows, etc.)

2 CONTACT/CONTRACT INFO

Agency/Customer:		Contractor:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
		Contractor website:	
Print Assessment Date:		Period of Performance:	
Statement of Work must incorporate the following documents:			
NASPO ValuePoint Master Agreement # _____		<i>[Imbed document here]</i>	
Participating Addendum # _____		<i>[Imbed document here]</i>	
Contractor's Print Assessment		<i>[Imbed document here]</i>	

2.1 Contractor Staff and Support

Staff and support will vary based on size and scope of project. This will be customized based on each entity.

Xerox, in its sole discretion, may elect to make resource assignment changes during the Term. Any resources listed by proper name, herein, are solely for informational purposes and do not represent a commitment by Xerox of the named resource for the Term.

- Project Manager
- Implementation Coordinator
- Technical Analyst
- Client Manager
- Managed Print Services Specialist
- Service Delivery Manager
- DocuCare Associate
- Service Technician

Client Manager (Varies by State): The Client Manager (CM) is responsible for ensuring the strength of the partnership between Xerox and The District by identifying Customer issues where Xerox can assist The District in improving its current situation. The Xerox Client Manager represents the Xerox account organization and is responsible for negotiating Customer contracts, managing the Customer relationship through delivery and maintaining a long-term relationship with the Customer. The Client Manager works in conjunction with the Services Delivery Manager and delivery team in identifying solutions that will improve operational excellence throughout the term of the agreement.

This individual:

- Provides visibility on new services and programs available from Xerox.
- Develops a roadmap for next-generation solutions to enable Xerox “print for less” and “print less” strategies.
- Works with operations to identify areas for productivity improvement through innovation.

Account General Manager (Michelle Yoshino): The Account General Manager (AGM) is The District’s single point of contact responsible for all aspects of your account throughout the life of the contract. The AGM is accountable for identifying client issues where Xerox can assist the customer in improving its current situation. The AGM is responsible for negotiating Customer contracts, managing the customer relationship through delivery, and maintaining a long-term relationship with the Customer.

Services Delivery Manager (TBD): The Services Delivery Manager (SDM) (the primary management contact for this account. Service Delivery Managers are account focus and aligned, and possess strong education, IT, leadership and management, program management, Lean Six Sigma, process, and industry acumen and experience. The Service Delivery Manager, the primary resource accountable for all aspects of the Xerox delivery and operations, reports directly to senior management and interacts personally with the resources who serve you. This person is responsible for the ongoing relationship, innovation, and offering development efforts. The SDM provides day to day operational management to the District. The SDM also monitors and improves the performance of the team in the areas of cycle time, process improvements, equipment maintenance programs and retrofits, and administrative reporting responsibilities. The SDM analyzes the team performance to ensure SLAs and SOW objectives are met while identify any shortfalls using service metrics and reporting tools. The SDM develops and implements solutions to maximize customer satisfaction, productivity, and expense performance. The SDM determines short and long-range technical staffing, training, and sales support needed to ensure attainment of team and organizational objectives.

Transition & Implementation Management

Transition Manager (TBD upon award): The Transition Manager works with the Solutions Architect to define the people, process, and technology needed for project implementation to the Services outlined in the SOW and Service Level Agreement requirements. The Transition Manager provides a disciplined approach to defining and delivering a project and ensuring the project is managed according to standard project management practices. The Transition Project Managers are Six Sigma and/or PMI certified. Specifically, the Transition Manager is responsible for:

- Communicating key information to the Project Team
- Establishing and adhering to the project scope, budget, and schedule
- Coordinating activities for all other Project Team members
- Providing project documentation, including weekly status reports and scope changes
- Making Project Team members aware of all project details, issues, and decisions
- Obtaining project closure and documentation review.

Additional Support Team

Solutions Architect (TBD): The Solutions Architect provides more experienced IT services and plays a significant role in the development of solutions. The Solutions Architect is a technical resource for the design, installation, and operation of enterprise solutions. In addition, they are subject matter experts in an array of specialties including e-commerce business solutions, managed services and application development. Architects have a minimum BS Degree in Computer Science or technical discipline in a related field. The Solutions Architect responsibilities include:

- Comprehensive knowledge, expertise, and understanding of markets, technologies and methodologies to develop and implement solutions addressing complex business issues of customers
- Ability to solve very complex problems for projects of varying size
- Capacity to solve routine Customer problems by understanding the situation and applying technical knowledge and established company protocols
- Ability to schedule use of time, concentrate on vital issues and maintain focus in achieving project milestones

MPS Sales Specialist (TBD): The MPS Sales Specialist (MPS SS) is an expert in the solution being implemented, and will act as a thought leader to influence your print strategy. The MPS SS delivers specialized knowledge throughout the sales cycle to target business needs and drive key performance metrics. This individual participates in longer-cycle and technical aspects of negotiations, partnering with Solution Architect(s).

3 PURCHASING ENTITY ROLES AND RESPONSIBILITIES

3.1 Dependent upon Entity

Insert description of Purchasing Entity Roles and Responsibilities including:

Contacts:

- Project Manager
- End-User Representative
- System Administrator
- Technical Support

General and Technical Responsibilities:

Insert description of Purchasing Entity Roles and Responsibilities

4 SCOPE OF PROJECT

Device/Location to follow

4.1 In-Scope

Details of In-Scope services and devices to be included in this section. Specific to each individual entity. These devices will be supported, managed, and comply with the MPS services.

4.2 Out-of-Scope

Device information to be included in this section. This will include devices that belong to an entity that are not supported. This may, but does not have, include local devices, scanner, local printers, unsupported printers, faxes, wide format, zebra, or other devices in the Output Environment that may/may not be supported. Xerox shall not be held liable for the accuracy of Out-of-Scope device listings, as such listings may rely on information provided solely by Customer. Such listings shall not be considered all-inclusive.

This will be customized for each individual entity.

5 OBJECTIVE

Customer objective is identified in this section. This is specific to each entity and will vary. The objective will drive the business model and statement of work.

6 DISCOVERY / ASSESSMENT

Xerox will conduct a discovery of the Customer's Output Environment including a free initial assessment. The assessment scope may vary based by entity.

Initial Assessments (Tier1 Free Assessment): Xerox will install our Xerox Tools to monitor network-attached printing devices. The Xerox Tools will collect data and produce device reports used by Xerox to develop an overview of the Output Environment and provide recommendations for Equipment deployments to Customer.

6.1 Print Assessment - Assess and Optimize

As part of the free assessment Xerox will provide the following Deliverables:

- Fleet and Volume Report
- Dashboard of Output Environment
- Recommended Equipment deployment
- Sustainability reporting of including overall power and carbon consumption
- Solution modeling and future state TCO projected costs

6.2 Checkpoints:

- Installation of Xerox Tools
- Validation that software functions and reports
- Deliverable of assessment findings
- Completion of assessment and agreement of future state

7 TRANSITION

Applicable to specific entities. This will vary based on type of MPS Services selected by each entity and customized in this SOW.

Sample/Default:

Xerox and the Customer shall mutually agree on the MPS implementation plan. The Customer shall provide a project manager to act as the main point of contact for coordination of Customer resources throughout the Transition and Transformation process. Xerox shall not be liable for schedule delays if the Customer does not perform or facilitate completion of designated activities, or does not provide reasonable access to Devices, Sites, or required information.

- Xerox shall establish a toll-free phone number for the Customer to use to place calls to the Xerox Help Desk.
- Xerox and Customer shall jointly complete a detailed Device inventory. The Customer agrees to provide physical access to Devices or to facilitate collecting and providing information on each Device for inventory purposes. Device inventory data is recorded in a Xerox asset management database. Accuracy of Device data in the database is critical to performance of the Managed Print Services and delivery of the SLAs.
- Xerox shall install, network, and configure Xerox Tools running on a Customer-provided server inside the Customer's firewall to perform Device Management Services. Xerox shall provide Server specifications to Customer, who shall be responsible for providing the Server.
- Xerox shall work with the Customer to document and agree upon the following processes for Devices that are within the scope of this SOW:
 - o Move, Add, Change, Dispose (MACD) processes to control the Device population and locations.
 - o Break Fix Management processes.
 - o Supplies management processes.

NOTE: Customer is responsible for providing meter reads to Xerox on non-networked Devices or Devices that are not accessible by the Xerox® Tools.

7.1 Xerox Tools Implementation

Xerox shall implement the Xerox Tools as part of this SOW, and shall configure Xerox Tools for alerts, issue escalation, problem resolution, and SLA requirements. The appropriate Xerox Tools shall be selected, installed, used, and managed solely by Xerox and Xerox Tools shall be used by Xerox throughout the Term of the Order to which this SOW is attached. Customer shall take all necessary actions as requested by Xerox during any required certification, implementation, and ongoing use and management of Xerox Tools.

The Customer is responsible for ensuring that proper virus protection is installed and enabled on any servers, desktop workstations, laptop computers, and other hardware attached to the Customer's network and Output Environment.

7.2 On-Site Xerox Tools Deployment: Installation and Configuration Requirements

7.2.1. On-Site Deployment

The installation of Xerox Tools shall require dedicated server(s), as stated in Exhibit A, to be installed, functional, and attached to the Customer network infrastructure. Customer is responsible for supplying and providing access to a server capable of hosting the On-Site Xerox Tool(s) and meeting the minimal server requirements described herein. Customer shall provide access to an SMTP server for sending reports from the Xerox Tools server(s) to Customer or Xerox. Customer is responsible for configuration of the server(s) in preparation of the Xerox Tools installation by Xerox. Xerox shall coordinate and review the configuration of the server(s) with Customer prior to final configuration. Customer shall provide access to a MS SQL Server as outlined in Exhibit A, in either a shared or a standalone database install. Customer is responsible for MS SQL licensing and all charges associated therewith.

7.2.2. Configuration Requirements

Following the setup of server(s), Xerox shall install and configure Xerox Tools for discovery and monitoring of Devices. Xerox shall configure Xerox Tools for the initial discovery of Network-Attached Devices based on the Customer-provided IP and Subnet Range. Xerox shall then configure the Xerox Tools to connect to the MS SQL database and any existing Xerox Tools database tables, or create new tables, as required. Customer shall (a) ensure proper connectivity with the

SMTP server for email access; (b) provide passwords and continuous server access required during the installation and configuration process; and (c) review and mutually agree on the polling intervals (minimum of weekly) required for the various types of Devices or functional areas within the Output Environment.

7.2.3. Network Discovery

The On-Site Xerox Tools must be deployed on the Customer network, and shall be allowed to scan the Customer network for Devices using scheduled IP Sweeps using SNMP level 1 or 2 on a mutually agreed upon schedule. If electronic scheduled discoveries are not allowed by Customer, Xerox shall use manual monitoring of those Devices, which will result in additional charges. Any Customer network firewall or other network blockages of Xerox Tools shall result in manual monitoring charges.

- Xerox shall install and configure Xerox Tools to monitor and manage required networked printers and MFDs, on the Customer's network. The minimum requirements and operational specifications for Customer's servers related to Xerox Tools implementation are documented in Exhibit A: Xerox Tools Server Requirements.
- The Customer is responsible for providing, installing, and maintaining a networked server capable of hosting the Xerox Tools. The Customer shall provide Xerox with administrative rights to the server during the installation of the Xerox Tools and during maintenance.
- The Customer shall assist in implementation of the Xerox Tools by providing relevant network information such as the IP address ranges or subnets on which Devices reside, appropriate server access credentials, and other required data and settings as described in Exhibit A: Xerox Tools Server Requirements.
- Xerox and the Customer shall mutually review and agree upon the settings for the Xerox Tools including but not limited to polling intervals and alerts.
- The Xerox Tools must be allowed to scan approved ranges of the Customer network for SNMP-compliant Devices periodically, if not, additional charges may apply.

7.3 Connectivity – Remote Xerox Tools

Xerox shall remotely host certain Xerox Tools applications in a secure off-site environment. These Xerox Tools applications shall be configured for data integration within the hosted Xerox site using web services and data encryption during transmission. All Xerox Tools shall be accessible by Xerox MPS operations team personnel. Relevant reporting shall be accessible to approved operations staff. During the initial Xerox Tools installation and configuration, the Parties shall coordinate the frequency of data transmission (minimum daily) to the remotely hosted Xerox site.

7.4 Xerox Tools Update(s)

Upon implementation of the Xerox Tools and related business processes, Xerox shall provide on-going maintenance and updates(s) of the Xerox® Tools as necessary.

- Customer shall be notified of all On-Site Xerox Tools updates that must be performed.
- Xerox shall make all reasonable attempts to schedule any such updates with Customer's team with reasonable notification of not less than thirty (30) days, unless otherwise required and agreed upon by the Parties.
- 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 shall not bill Customer for additional charges for updates and management of the Xerox Tools.
- Prior to any updates of the Xerox Tools by Xerox, Customer shall ensure there is an appropriate backup of the data and application servers, or other supporting applications.
- The Customer shall provide access and enable Xerox to updates the Xerox Tools as required.
- Xerox shall provide the most current available version of the Xerox Tools as required to perform the Services, as determined by Xerox, during the Term.

7.5 Backup and Support for Xerox Tools Servers

- The Customer shall provide advance notification to Xerox of all maintenance and updates to any Customer Software or Third Party software required for the Xerox Tools server(s) to be connected to the Customer network.
- The Customer shall be responsible for and shall back up all Customer Software application(s) installed on the servers hosting the Xerox Tools and MS SQL on at least a monthly basis (excluding the Xerox® Tools).
- Customer shall 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. Customer is required to verify that backups can be read and installed.

- The Customer is responsible for all hardware and system software maintenance of servers hosting Xerox Tools or Xerox Tools data on the Customer network.
- Customer is responsible for providing appropriate and sufficient virus protection for the servers hosting Xerox Tools or Xerox Tools data on the Customer network.

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.

8 TRANSFORMATION

8.1 Inventory and Asset Tracking

Xerox and the Customer shall jointly complete a detailed Device inventory. The asset inventory process shall collect and populate data about each Device in the asset-tracking database. The Customer shall provide requested data elements for each Device that Xerox cannot obtain on its own. This may include asset inventory data such as asset serial number, asset location, customer contact name, contact phone number and email, physical address, IP address or host name, MAC address, and special instructions.

Xerox shall make reasonable efforts to maintain the accuracy of the asset database. The Customer shall assist in this effort by communicating changes to their asset inventory as they occur. The Customer shall provide a Site contact name, phone number, and email address for each Site where Devices are located.

Xerox shall coordinate the physical inventory and asset tagging process with each Site contact. The Customer may be responsible for performing asset tagging and provide physical inventory data at certain designated Sites. Xerox shall develop and print asset tags to be applied during the asset tagging process. Asset tags are affixed to the front of the Device and visible to End Users.

The Customer shall provide digital floor plans in .jpg, .bmp, or .tif format for each Site. Alternatively, evacuation maps or floor layouts may be provided. The Customer shall digitize hard copy floor maps prior to submission to Xerox.

8.2 Xerox Responsible Site(s)

Xerox shall schedule resources to complete the inventory and asset tagging of Devices at those Sites containing thirty (30) or more Devices ("Xerox Responsible Sites") during Transition and Transformation. Customer shall make On-Site personnel available to support Xerox as necessary. Customer shall also provide a Site contact name and phone number for each Site. Xerox shall coordinate the physical inventory and asset tagging within each Site according to the Project Plan, and shall affix an asset tag to the front of each Device visible to End Users. Finally, Xerox shall enter all Device information into the appropriate Xerox Tools.

8.3 Customer Responsible Site(s)

Customer shall upload digital floor maps and populate inventory and asset data using the Xerox-provided web portal, and is responsible for the tasks as defined above in "Xerox Responsible Site(s)", for those Sites containing less than thirty (30) Devices ("Customer Responsible Sites"). In addition, Customer and Xerox shall mutually agree to the Project Plan for Customer Responsible Sites and the governance process for capturing the asset information.

8.4 Equipment Deployment Plan

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 acquisition of additional Sites.

	Month	1	2	3	4	5	6	7	8
Type (Printer, Floor Console MFD, Desktop MFD)	Equipment Models	Month - Year	Month - Year	Month - Year	Month - Year	Month - Year	Month - Year	Month - Year	Month - Year

8.5 Equipment Installation

Xerox shall remotely configure some or all Equipment using secure software applications/tools (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 completing the "Ready Install (RI) Checklist" and to facilitate and enable Xerox to perform such remote installation and configuration of Equipment. Customer's failure to support the above items may cause delays during Transformation. Such delays will be considered Customer-caused delays and additional charges may apply.

The following sections will vary based on the scope of Equipment, requirements of entity and Services offered. This will be detailed and customized per SOW.

8.5.1. Deliverables:

- Implementation Schedule
- Implementation Meetings
- Installation Guides/Specifications
- Hardware Server and software requirements
- Training materials

8.5.2. Checkpoints:

- Future State Acceptance (Joint Responsibility)
- Requirements and Installation sign-off
- Equipment Order Processing
- Pilot test (if applicable) in environment
- Validation with end-user destinations

8.5.3. User Acceptance Testing:

- Successful implementation of equipment
- Validation of functionality on Customer network (Joint Responsibility)
- Ability to Copy/Print/Scan/Fax from Devices (Customer Responsibility)
- Successful job execution (Customer Responsibility)
- Security/Network sign-off (Customer Responsibility)

8.5.4. Production Rollout:

- Implementation Schedule will determine rollout of devices to field.
- Device configurations will determine the profile for each machine and will be pushed out to devices.
- Machines will be preconfigured with all possible settings
- Communications to field for deployment (Customer distribution)
- Implementation and planning meetings with PM's.
- Scheduling of software and hardware for sites
- Analyst support in executing deployment
- Sign-off from Customer on successful deployment (Joint Responsibility)

8.6 Planning for Training

Xerox trainers will be scheduled to provide training as Devices are delivered. Xerox will work with Customer to customize the training curriculum based on requirements (TBD). Trainers may ask End-Users about their critical documents and workflows and incorporate suggestions for Devices can be used to streamline workflows. End-Users will be asked to complete virtual classes prior to training to become acquainted with each Device's capabilities and maximize training effectiveness.

8.7 Webinar Customer Training

Virtual classroom training may be provided via Webinar for an additional charge to be quoted. Webinar training would allow End-Users to remain at their desks and participate with up to 20 other "learners" in a classroom-style training session. End-Users would have the ability to ask questions and interact live with the instructor.

Participants will require access to the internet and a telephone in order to participate in Webinar training.

8.8 On-line Customer Training

Xerox Online Training will be delivered via Brain Shark, WebEx or other electronic resources. Internet training sessions are available 24/7 through Xerox.com. Instructions to access the online training will be provided as Devices are deployed. Customer is responsible for distributing the link to training to Site End-Users prior to deployment commencement

8.9 Training Materials

Training material will also be available for download for all End-Users.

9 DEVICE MAINTENANCE

9.1 Overview

Xerox shall provide Device maintenance Services for Sites. Services include proactive maintenance and reactive Break Fix Management. Xerox shall provide the following maintenance Services (a) perform maintenance on supported Devices, including warranty and non-warranty parts and labor; (b) determine when and if a Device is to be repaired, replaced, or eliminated, and communicate such change to Customer; (c) provide Service Incident dispatching Services; (d) perform parts procurement; and (e) perform OEM-required maintenance on Devices, except for (i) older model 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. Device maintenance includes Break Fix Management for Devices. The Customer shall provide access to each Site and Device.

Monitoring networked Devices allows Xerox to either remotely resolve Break Fix Services matters or proactively dispatch a service technician for resolution. For In-Scope Third party Hardware, Xerox shall follow OEM guidelines on whether a component is End User replaceable or not.

Proactive Break Fix Services may reduce calls to the Help Desk, and may free IT staff and End Users from the support process.

Xerox shall provide the following maintenance Services:

- Provide call dispatching Services through a single point of contact for Devices.
- Perform maintenance on Devices per the documented Break Fix Services process.

If Xerox determines a Device that is In-Scope Third Party Hardware is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, Xerox shall discontinue Break Fix Services and Customer may, using an approved and signed Order: (i) replace such Device at its own expense with a Device that is then supported by Xerox; or (ii) notify Xerox to delete such Device from the MPS Services set forth herein.

9.2 Customer Responsibilities

Customer shall perform the following routine maintenance tasks at each Site: (i) cleaning user interface surfaces and (ii) installing Supplies and cartridge-based maintenance kits. If Customer requests preventative maintenance, Xerox may fulfill such request at a previously agreed to charge plus the cost of parts. Such charges shall be billed to Customer separately. Additionally, Customer is responsible for the following, which are conditions precedent to Xerox's effective delivery of the Services and SLA compliance described in this SOW: (a) provide a single point of contact (typically the Project Sponsor with sign-off authority) to work with Xerox; (b) provide written Customer internal escalation procedures to be used by Xerox; (c) provide reasonable accessibility to each Site; (d) provide On-Site problem resolution; (e) provide End User contact information for remote problem determination and resolution efforts; (f) replacement of Device cartridges and any components designated as a customer replaceable unit by the OEM; (g) clear any non-repetitive papers jams, and replenish Supplies and paper. Additionally, once Devices have been certified by Customer in the Output Environment, any printing issues and Faults not caused by a Hard Device Failure are the responsibility of Customer.

10 DOCUCARE ON-SITE SERVICES

This section will be dependent upon services provided to each entity. This section may result in additional charges.

10.1 The DocuCare Associate shall:

- Understand common fault codes and correct them.
- Diagnose and correct common image quality problems.
- When required, perform color balancing and color printer calibration.
- Replace major components in the print engine, fusing, and paper handling system.
- Maintain service call logs.
- Promote service engineer call avoidance, including use of web-based applications that provide self-help, troubleshooting guidelines, and other technical resources for problem resolution.
- Initiate web-based service calls to the service engineer.
- Inform the Customer of problem resolution upon completion of a service request.
- The Xerox DocuCare associate shall engage a Xerox service engineer to perform advanced repairs when necessary.
- Clean Equipment and distribute Customer-inventoried Consumable Supplies to the DocuCare supported Sites described below.
- DocuCare Services shall be available to the Customer during Normal Working Hours.
- DocuCare Services are provided for up to {enter #} units of Equipment.
- DocuCare Services are provided for Equipment within the following Xerox product families:
- Maximum distance between Equipment serviced under DocuCare under this SOW is {enter # of miles}.
- Equipment serviced under DocuCare are located at the following Sites:

Site Identifier	Site Physical Address	City	State	Zip Code

10.2 Storage Areas

Xerox and the Customer shall mutually agree on the provision of locked storage areas, where required, to maintain a supply of backup Equipment, parts, and Consumable Supplies needed to provide support to End Users per the requirements of this SOW. Stored Equipment are also tracked in the Xerox asset database. Equipment 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.

11 MOVE/ADD/CHANGE/DISPOSE (MACD)

11.1 Overview

The business processes used to control assets are the MACD processes. Xerox shall be the central point for all activities associated with the MACD processes of all Devices included in this SOW. Xerox monitors changes to Devices with the Customer's cooperation in order to accurately track and monitor the Devices. Per the documented MACD process, Customers are required to provide information about planned changes to Devices, such as physical location moves and Device replacement in order to maintain database accuracy.

MACD processes are critically dependent on the accuracy of the asset database. The Xerox Tools database accuracy is critical to the performance of asset management. Xerox uses the Xerox Tools with an integrated asset database to record Device data such as asset location, Device usage, Supplies inventory management, and reporting. Customer shall promptly communicate to Xerox all activities associated with the MACD processes (explained below) for any Device with an Asset Tag Number.

11.2 Move

Xerox and the Customer shall mutually evaluate all requested MACD activity against Device utilization objectives and make appropriate recommendations to meet End User needs. If the move is approved, the cost of the move shall be charged to the Customer. Xerox shall provide a quote for requested Device moves and bill per move activity.

The Customer must 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.

The Customer is responsible to network and provide IT support for moved Devices. Xerox can perform setup and configuration for Xerox networked Devices for a fee, if requested. The Customer is responsible for providing live data jacks and providing network patch cables of sufficient length to connect each Device to the designated network jack.

If a Device move is denied because the Device is determined to be no longer required, Xerox shall request that the Device be moved via the current Customer process for either storage or disposal. Disposal of Customer-owned Devices shall be the responsibility of the Customer.

11.3 Add

The Help Desk receives and facilitates requests for new Device adds or upgrades. Add requests are facilitated per the documented MACD process. Device adds shall be agreed upon and approved via a signed Order.

The Customer is responsible to provide network access and IT support for the installation of newly added Devices. Newly added Devices covered by this Service must be functionally connected to a network and must be accessible by the Customer server running Xerox Tools on that network. Newly added Devices on this network may be geographically distributed as long as the Xerox Tools can access them to perform Device monitoring and enable proactive delivery of Services to the point of need.

In the event that a new Site location is required to be added to the Services set forth in this SOW, a baseline assessment of asset inventory, a proposal, and a quotation shall be provided for the new Site addition. The Customer may then choose to extend the contract to the new Site. Once approved, and agreed to in the Order, the processes detailed in this SOW shall be modified and extended to apply to the new Site.

11.4 Change

Change requests 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, or hard drives. Change requests may also involve a software update or software configuration change. The Help Desk receives and facilitates Device physical change requests, as per the MACD process. Such change requests shall be agreed upon and approved via a signed Order.

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. The Customer is responsible to provide Xerox with updated asset-related information on an ongoing basis to maintain asset database accuracy.

11.5 Dispose

Xerox is responsible for disposal of all Xerox-owned Devices during the Term of the Order to which this SOW is attached. For all other Devices, Customer shall advise Xerox of any planned disposals in advance, using the MACD Form to ensure that the Xerox Tools database is kept up to date. Disposal of non-Xerox owned Devices shall be the sole expense and responsibility of Customer, including any applicable early termination charges associated with any removed / disposed Equipment according to the terms and conditions of the Agreement between Xerox and Customer under which the Equipment was acquired by Customer. The Customer must advise Xerox of any planned disposals in advance to ensure that the Xerox Tools database is kept up to date. Device disposal activity is handled per the documented MACD process. Such disposal requests shall be agreed upon and approved via a signed Order.

12.5.1. Disposal Responsibilities

- Xerox shall tag Devices designated for disposal based on the MACD process set forth herein. 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.
- The Customer shall be responsible for the movement of Customer-owned Devices designated for disposal to a restricted-access centralized location at the current Site. The Customer shall be responsible for all costs associated with the removal or shipment of Devices including other vendors' shipping / freight / insurance costs.
- The Customer is responsible for coordinating the pickup and disposal / sale of all Customer-owned Devices.
- The Customer shall provide the Xerox operations team a list of Devices moved to storage in preparation for disposal. Upon final removal of the Devices, the Customer shall provide a list of Devices that have been disposed (with serial numbers) to the Xerox operations team.
- Xerox shall update the asset management database throughout the disposal process, tracking Devices that are in storage for disposal and those that have been disposed.

12 DEVICE MANAGEMENT

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.

Proactive alerts enable Xerox to provide proactive Break Fix Services delivery. In addition, the Xerox Tools enable remote problem resolution, timely and accurate meter collection, Device utilization reporting, and enhanced asset utilization. See the list of In-Scope proactive alerts for which Xerox shall monitor the Devices:

Xerox shall monitor Supplies on networked Devices that are configured for Supplies alerts, and proactively order Supplies for delivery on a just-in-time basis.

Xerox Tools also provide Device and usage data for Customer reporting and analysis.

Data that is monitored and collected by the Xerox Tools is summarized and reported in Customer review meetings, where it can be used to support decisions that may drive improved efficiency and asset utilization.

13 SUPPLIES MANAGEMENT

13.1 Overview

Xerox shall provide all Supplies required for Devices, and use Xerox Tools to monitor In-Scope Network-Attached Devices that are capable of reporting Supplies conditions. For Third-Party Hardware, Xerox shall provide Third Party Supplies that are functionally similar to those provided by Third-Party Hardware vendors. Xerox shall proactively replenish Supplies on an as-needed basis. Xerox shall also provide a reactive Supplies ordering process for any stand-alone Devices (if applicable) or Network-Attached Devices that are not capable of reporting on Supplies conditions. The Xerox Tools can be configured to detect low Supplies conditions on network connected Devices.

In addition, End Users may order Supplies as per the documented Supplies management process. Authorized End Users may order Supplies through the Xerox Help Desk. The Xerox Help Desk receives, tracks, and fulfills Customer requests for Supplies. In order to maximize Supplies utilization, Customer agrees that all Supplies shall be run to their cease function point before being replaced.

As Device populations change, unused Supplies shall be collected and redeployed as determined by Xerox. Unless otherwise stated, Xerox shall provide Xerox-branded compatible Supplies for Third Party Hardware when available.

13.2 Supplies Delivery

Xerox shall ship Supplies to each Site using common carriers, such as Federal Express, United Parcel Service, or other non-Xerox agents. Customer shall be responsible to receive and distribute Supplies to respective End Users at each Site in a timely fashion. Customer is responsible for any post-delivery delays that may result in a Device running out of a given Supply.

13.3 Cartridge Disposal

Customer shall ensure End Users properly dispose of used cartridges according to federal, state, and local regulations. 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 of this Order to which the SOW is attached.

13.4 Supplies Management

Supplies are Xerox property until used by the Customer, and Customer will use them only with Devices. Upon request, Customer will provide an inventory 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 MPS Services, Customer 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.

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.

13.5 Third Party Supplies

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

14 EQUIPMENT PROCUREMENT, CERTIFICATION, AND SECURITY

14.1 Equipment Procurement and Certification

The process for the ordering of Equipment is further defined in the MACD section of this SOW. The Customer is responsible for certifying proposed Equipment on their network.

14.2 Equipment Security

Customer is solely responsible for assessing the security risk for Customer's Output Environment, defining appropriate mitigation that may include changes to the default settings of Equipment or Customer's standard operating processes, and reviewing and validating the level of security required for Equipment. Xerox provides guidance and recommendations at <http://www.xerox.com/security> to facilitate this process. Xerox shall provide to Customer technical documentation (a digital file or a link to an online location) 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.

14.3 Additional Equipment Security Requirements and Upgrades

Additional charges shall apply if Customer requests (a) additional security requirements for Equipment beyond what is standard for that unit; (b) upgrades to Existing Equipment; and (c) replacement of Existing Equipment. Any such requests shall be made using the Order process.

14.4 Equipment Software Updates

Periodically, Xerox shall make Software updates available for Equipment. These updates may provide Customer with new feature enhancements or patches for known security vulnerabilities of installed Equipment. Xerox shall identify all updates to Equipment that are required to address known security vulnerabilities within the Customer's Output Environment. Unless Customer installs the Software updates, Customer must submit a request for Xerox to complete Equipment Software updates (if any), and shall be charged for the costs of such Software updates via a signed Order. All Software updates shall be coordinated in advance with the Customer, and shall require approval by both Parties.

14.5 Virus Protection

Customer is responsible for installing and maintaining adequate and appropriate virus protection within the Customer Output Environment. In the event that Customer detects a virus on any device in the Output Environment, then Customer shall immediately notify the Xerox MPS operations team.

14.6 Data Security

During installation, Xerox shall configure Equipment to enable either the "Image Overwrite" or "Secure Erase" feature to the "Immediate" setting so that Customer image data is removed from the hard drive immediately after printing. If available on the product model, Image Overwrite or Secure Erase shall also be configured for the "daily" setting to remove any image jobs data that has not yet been printed. Some Equipment models also support an "On-Demand Image Overwrite" feature that can be executed by Customer-designated End Users as required by Customer.

14.7 Hard Drive Replacement

In the event that a hard drive needs to be replaced as part of a Break Fix action in any Equipment supplied, Xerox shall dispatch a technician to replace the hard drive in the Equipment. The technician shall provide the removed hard drive to the Customer. Customer shall be responsible for the proper disposal of the removed hard drive once delivered to Customer.

15 XEROX HELP DESK

This may vary depending on an entity's specific requirements.

15.1 Overview

The Customer's Services Help Desk shall be the first point of contact (Level 1) and the process owner for End User feedback for all Supplies and reactive Service Incidents from initial identification to closure/resolution of the ticket. Xerox shall provide a single point of contact at the Xerox Help Desk, either via telephone or via the web portal, which is available as Level 2 support. The Xerox Help Desk Service shall be available for maintenance and technical support of Devices from 8 AM to 8 PM, Eastern Standard Time. Proactive Incident support is available only for Network-Attached Devices that are fully compliant with the Xerox Tools. If an Incident 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 Help Desk shall re-route the Incident back to the Customer's Services Help Desk for closure/resolution, along with any available problem identification information that was provided to Xerox. Xerox shall provide Customer a monthly Incident report from the Xerox Tools.

The Xerox Help Desk manages Level 2 Incidents and escalates such Service Incidents if necessary. The Help Desk also provides Level 2 reactive and Level 1 proactive support for Break Fix and Supplies Incidents. Remote diagnostics are used by the Xerox Help Desk. Xerox technicians and third-party Service providers are dispatched as necessary for elevated Incidents. Standard Help Desk Services include, without limitation, (a) Supplies ordering; (b) MACD administrative support; and (c) asset database management. Xerox Help Desk shall support the English language as a standard. Other languages may be available at an additional cost.

15.2 Reactive Service Incidents

If an End User places a call to Customer's Services Help Desk, then the Customer's Services Help Desk shall perform problem determination according to mutually agreed upon processes and procedures. If Customer's Services Help Desk determines the Incident is due to a Hard Device Failure, they shall transfer the call to the Xerox Help Desk or submit an Incident via a Xerox-provided web portal. The Service Incident information must include (a) End User name; (b) Site; (c) address, building and floor number; (d) phone number; (e) type of Device; (f) the Asset Tag Number; (g) brief problem description; and (h) internal Service Incident or ticket reference number (if applicable). Xerox shall contact the Site Contact or End User to perform remote diagnostics, when appropriate, for selected problems and Devices. The End User shall assist Xerox with reasonable remote diagnostics procedures to allow for proper diagnosis and timely resolution. If Xerox is unable to resolve the problem with remote diagnostics, then Xerox shall dispatch a technician. Xerox shall update Customer's Services Help Desk via email with the disposition of the Incident, and include the Customer's internal reference number.

15.3 Proactive Service Incidents

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 Help Desk. Xerox Help Desk shall attempt to resolve the Incident using remote diagnostic tools without Customer intervention. If resolved, the Xerox Help Desk shall close the Incident as resolved. 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. The designated Site Contact or End User shall assist Xerox with reasonable remote diagnostic procedures to provide proper diagnosis and timely resolution. If Xerox is unable to resolve with remote diagnostics, then Xerox shall dispatch a technician. Finally, Xerox shall update Customer's Services Help Desk with the disposition of the Incident via email.

15.4 Supplies Request Management

The Xerox Help Desk receives, validates, and fulfills Customer requests for standard Supplies for Devices covered in this Service. All Supplies for Devices can be ordered through the Xerox Help Desk. The Xerox Help Desk may also initiate proactive Supplies orders triggered by low Supplies alerts from the Xerox® Tools.

16 XEROX SERVICE PORTAL

The MPS offering provides End Users with convenient and simple to use access to Xerox Services. Xerox shall create an End User facing web portal, Xerox Service Portal (included in Xerox Tools), to provide access to Services, Device information, feedback forms, and other features.

16.1 Standard Service Portal features:

- Meter Read submission: This feature allows an End User to add manual meter reads for non-networked Devices.
- Supplies ordering: This feature is available to request Supplies for special situations or for non-networked Devices.
- Service Incident creation / submit Service Incident request: This feature is available to handle non-networked Devices and special situations.
- Customer End User documentation: End User documentation can include FAQs, printing tips, and instructions.
- Survey / voice of the Customer feedback: This is a simple five (5) question survey, designed to measure End User satisfaction. It was designed to fulfill two (2) functions; measuring Customer satisfaction over time and providing actionable information regarding a Customer complaint.
- Equipment information, virtual demos, and training: This help feature for End Users provides deep links to Xerox.com Equipment information and support for Equipment in the Output Environment.

Optional / Advanced Portal Features

This may vary based on an entity's requirements and will be charged according to the pricing matrix.

- Find / install Devices: This advanced 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 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 one hundred percent (100%) required, 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.

16.2 General Assumptions for Standard Portal

The Xerox Services Portal is implemented to display information commonly to all End Users. A quote shall be provided if two (2) or more End User groups require different information to be displayed. Language implementation is English. The default color theme is *Xerox Gray*.

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 groups: Customer or privileged Customer. No custom groups are available.

17 GOVERNANCE AND REPORTING

This section will be dependent upon services provided to each entity and will vary based upon MPS services selected. This section may or may not alter in scope.

Xerox and appropriate Customer personnel, including the Customer IT contact and the Customer executive contact, shall meet on a periodic basis to review status, allow for planning and alignment with the Customer's objectives and requirements, and provide timely resolution of issues. Meetings may include On-Site, web conferencing, and teleconference meetings.

17.1 Reporting

Xerox shall monitor performance of the Devices and the effectiveness of the Services. Xerox shall track and report performance as well as provide standard operational reports related to MPS. Standard reports shall be provided on a monthly basis. Customized reporting is negotiable based on Customer requirements. Customized reports may incur incremental charges depending on complexity and non-standard report preparation processes. Pricing for customized reporting shall be provided if applicable. Standard reports shall include:

Report Name	Description	Frequency
Service Performance Report	Service performance in relation to Service Level Agreement Target	Monthly/ Quarterly
Asset Status Report	In-Scope Device asset properties	Monthly/ Quarterly
Service Incident Report	All Services-related aspects of incidents	Monthly/ Quarterly
Volume Detail Report	Detailed Impression Volume for In-Scope Devices included as part of the billing package	Monthly/ Quarterly

Additional and/or alternate reports, not outlined in the Table above, and requested by Customer, shall be quoted upon request. Additional reports may be added under this SOW by the Parties via the Order process.

17.2 Meetings

18.2.1. Operational Status Review Meetings

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

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

18.2.2. Quarterly Business Review

Xerox shall schedule a quarterly formal management meeting shall be held at a mutually agreed upon location and time (either in person or virtually) with Customer in attendance along with other Customer attendees as required. The primary purpose of this meeting is to discuss the Services and their relationship to the Customer's strategic business goals. The Parties shall agree on the meeting agenda, which may include the following topics:

- Review of the SLA reports and trends for the quarter
- Review of overall Services
- Review of the progress of the resolution of previously discussed open issues

- Innovation ideas and proposals
- Major business and technology changes affecting the MPS program

18 IN-SCOPE SITES

The section to be completed per entity.

MPS is provided at the following agreed-upon Sites:

Site Name	Site Address	City	State	ZIP Code	Site Inventory (Xerox or Customer)

18.1 In-Scope Assets

MPS is provided for networked Devices at the Sites. These networked Devices must be accessible over the network by the Xerox® Tools.

- MPS may also be provided for non-networked floor console, monochrome and color, MFDs and copiers.
- Xerox is not responsible for any support or services for non-networked printers.

Device populations are expected to change over time as Devices are added and removed. The Device listing at start up and at any given time thereafter shall consist of assets registered in the Xerox Tools asset database as In-Scope. The database listing shall also document the Services that are In-Scope for each Device (e.g. Break Fix, Supplies, etc.). In-Scope asset lists can be provided to the Customer during Transition and at any time during the Term of the Order to which this SOW is attached.

19 END OF LIFE / EQUIPMENT REPLACEMENT

End of life requirements will be determined with each entity during Assessment and Discovery meetings to determine appropriate End of Life requirements and processes. Requirements may vary based on type of Equipment, sustainability requirements, and Customer objectives. Xerox will remove end of life Equipment with the upgrade/replacement of new Equipment and will be managed through the MACD process.

20 SERVICE LEVEL AGREEMENTS

Xerox Equipment				
SLA	SLA Measurement Criteria	Objective	Measurement	SLA Attainment
Equipment Uptime	Percent of Xerox Equipment working properly during Normal Working Hours	Uptime of all Xerox Floor Console MFD Equipment	Monthly Uptime	96%

Xerox Floor Console MFDs				
SLA	SLA Measurement Criteria	Objective	Measurement	SLA Attainment
Equipment Break Fix Response	Normal Working Hours	On-Time Response to Service Requests	One Business Day	95%
Equipment Break Fix Resolution	Normal Working Hours	On-Time Resolution to Service Requests	Second Business Day	95%

Xerox Desktop Equipment				
SLA	SLA Measurement Criteria	Objective	Measurement	SLA Attainment
Equipment Break Fix Response	Normal Working Hours	On-Time Response to Service Requests	Next Business Day	90%
Equipment Break Fix Resolution	Normal Working Hours	On-Time Resolution to Service Requests	Second Business Day	90%

20.1 ASSUMPTIONS

- Unless specifically stated, these metrics apply to Equipment only.
- The Equipment Uptime measurement applies to the Equipment population and is calculated on a three (3) month rolling average.
- The measurement of any SLA under this SOW shall exclude any products and services not In-Scope including, but not limited to any existing Third-Party Hardware and any Ad Hoc Requests.
- Equipment Uptime and Break Fix Response and Resolution times relate to Equipment related incidents only.
- In the event that Xerox, after documenting a reasonable effort to contact the End User or gain access to the failing Equipment, is delayed beyond their ability to meet the Service Level Agreements (outside of Xerox's control), the Service Incident shall be exempted from the measurement criteria.
- Break Fix Resolution for Third Party Hardware is contingent upon parts availability from the OEM.
- Except as otherwise specified, all references to hours shall be to local time in which the Equipment is located and refer to Business Hours. All references to days, months, and quarters shall be to business days, calendar months, and calendar quarters respectively.

20.2 SLA MEASUREMENT

The performance measurement for each SLA shall be the aggregate of all events for that given SLA shown in the table(s) above. Each activity falling in the Service Level Objective category shall be measured to determine if it has met the SLA target or not. The total number of missed events shall be subtracted from the total number of events, and that result shall then be divided by the total number of events. The result shall be expressed as a percentage.

Example: 500 total events (in the past 90 days) minus 10 missed events = 490 events divided by 500 total events = .98 or 98% SLA attainment.

Equipment Uptime	
SLA Definition	A measurement of the percentage of time that Equipment is available for use within the agreed Business Hours. Equipment is available when its primary Capabilities (including print, copy, scan, and/or fax) are usable by the Customer.
Measurement Basis	Basis: Availability of Equipment in a given calendar month. For network attached Equipment, availability shall be measured by Xerox using a combination of the Xerox Tools and outage reports. For non-network attached Equipment, availability shall be measured by Xerox using trouble tickets and outage reports only.
Measurement Computation	Equipment Uptime percentage = Total Business Hours available in a calendar month minus Unplanned Outage Hours (as defined below) divided by Total Business Hours (as defined below) available in a calendar month. Total Business Hours available within a calendar month equal the total number of units of Equipment (as recorded in the Xerox Tools) times the number of Business Hours in the calendar month minus any time for planned outages required for preventive maintenance. Unplanned Outage Hours equals the time when a unit of Equipment is unavailable to use because it has failed or a Supply has reached the cease function point, requires replacement, and no replacement exists at the point-of-use. Other unplanned outages not included in the computation include, but may not be limited to power failure, network failure, virus or other Customer limitation, Force Majeure event, misuse, abuse, or Customer caused failure.
Equipment Break Fix Response Time	
SLA Definition	The duration (in Business Hours) required to respond to a Service Incident. Response time is measured from the time Xerox is notified of the issue (either electronically or verbally) to the time Xerox first contacts the initiator by email or phone.
Measurement Basis	The percentage of Break Fix Service Incidents responded to within the SLA performance specification.
Measurement Computation	Break Fix Response Time percentage equals the number of Break Fix Service Incidents (reactive Service Incidents only) responded to within the SLA performance specification for a given calendar month divided by the total number of Break Fix Service Incidents responded to in that same calendar month. The measurement includes Service Incidents reported by Customer only. Proactive Service Incidents are not included in this calculation.
Equipment Break Fix Resolution Time	
SLA Definition	The duration (in Business Hours) required to restore a down unit of Equipment to service based on a Service Incident being received by 2:00 p.m. local time. This is measured from the time Xerox is notified that the Equipment is down (either electronically or verbally) to the time when the Equipment is returned to service (Including print, scan, copy, or fax as applicable). This SLA includes Equipment issue resolution conducted by means of a remote Help Desk agent. The call for Service could be either a "Proactive" or "Reactive" Service Incident as described in the Help Desk section herein.
Measurement Basis	The percentage of Break Fix Service Incidents that was resolved within the performance specification.
Measurement Computation	Break Fix Resolution Time percentage equals the number of units of Equipment that are restored within the performance specification within a given calendar month divided by total

	<p>number of Service Incidents closed within the reported calendar month.</p> <p>Xerox shall measure the elapsed time of each Service Incident the Xerox Tools. The Xerox Tools shall calculate the percentage of Service Incidents meeting the specified performance level.</p> <p>Exceptions include, but may not be limited to power failure, network failure, virus or other Customer limitation, a Force Majeure event, misuse, abuse, or Customer Caused Failure. A Service Incident shall be exempt from the measurement criteria if Xerox, after documenting a reasonable effort to contact the End User or gain access to the failing Equipment, is delayed beyond their ability to meet the Service Level Agreements (outside of Xerox's control).</p>
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21 ADDITIONAL / OPTIONAL MANAGED SERVICES OFFERINGS

21.1 Change Management

Lean Six Sigma-based Change Management project plan that includes:

- Senior-level involvement: Xerox takes a “top-down” approach to change management by engaging and driving change among administrators and flowing it down to the ground floor.
- Constant communication: We hold regular account meetings and “thought leadership” sessions to ensure that every element of change is clearly understood. These meetings also act as forums through which we gather feedback and measure program success.
- Tailored training plans: Xerox provides individual training, webinars and online modules for specific user groups and departments in order to ensure the right resources are available for end users in each setting.
- Tailored “branded” messaging and communications: We design our communications campaigns to specifically target individual groups in order to provide the right message to that audience based on their potential concerns about the transition. We use posters, advertisements, live demos, and more to create awareness and positivity across each department.

21.2 Project Management

Basic Account Project Management is included in Transition and Transformation. Advanced Project Management services are offered for any size project. A specific scope of services will be developed for these hourly or project based services.

21.3 Consulting Services

Basic Account Consulting Services is included in Transition and Transformation. Advanced Consulting Services are offered for any size project. A specific scope of services will be developed for these hourly or project based services.

21.4 Professional Services

Professional Services are offered by Xerox as consulting; project management; record management; network and data security; document workflow consulting. The scope may include document scanning; back-file conversion; mail-room Services) and other services as deemed valuable to the client. These will be identified by department and each will have a separate, customized SOW.

21.5 Cost-based Assessment

Cost –based Assessments are for advanced environments. This will include Asset Mapping, End-user Surveys, Analysis, Plan Design, Workflow Improvements, and other components. These will be identified by department and each will have a separate, customized SOW.

21.6 Software and Cloud Solutions

Xerox offers valuable solutions that can be customized per client based on the needs of the environment. WE offer Enterprise Content Management, Document Management and Scanning Services. We also offer a plethora of workflow solutions. A special customized Statement of Work will be created for the following software/workflows: authentication, mobile print, pull-print, enterprise content management, automated workflow, capture and route, security.

22 CHANGES TO THIS SOW DURING THE SERVICE TERM

The Customer and Xerox may agree to make changes in the Service activities and processes described in this SOW during the Term of the Order to which this SOW is attached. All changes to the SOW shall be made through a signed Order, prior to implementation of such changes.

23 AUTHORIZED SIGNATURES

This agreement is entered into, by and between the [Purchasing Entity], located at [Agency address] and [Contractor] licensed to conduct business in the State of _____ ("Contractor"), located at [Contractor address] for the purpose of providing Managed Print Services.

The signatories to this Managed Print Services agreement represent that they have the authority to bind their respective organizations to this SOW.

In Witness Whereof, the parties hereto, having read this Managed Print Services agreement in its entirety, including all attachments, have executed this agreement.

This agreement is effective this ____ day of _____, 2____.

Initial term of this agreement is ____ year(s) or until _____.

Maximum term of this agreement is five (5) years, or until _____.

In the event of a conflict between the above and the Order, relevant to the Effective Date or the Term, the Order shall take precedence.

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor Printed Name, Title		Purchasing Entity Printed Name, Title	



EXHIBIT A: XEROX TOOLS SERVER REQUIREMENTS

Table A-1: Software Requirements for the Xerox Tools

Software Requirement	Recommendations
Operating Systems	<p>Windows® 2008 R2 and R2 x64</p> <p>Windows® 2012 and 2012 R2</p> <p>Windows® 2016 x64</p> <p>Note: Xerox® Device Manager does not support Windows® systems running on a Novell® client, Macintosh®, or non-NTFS partitions.</p> <p>Note: XDM does not support installation on a Domain Controller</p>
Web Server	Internet Information Services (IIS) 6.0 or above
Internet Protocol	Working Microsoft® TCP/IPv4 Stack
Browser	Internet Explorer® 9.0, 10.0, 11.0 and Microsoft® Edge
Microsoft® .NET Framework	<p>Microsoft® .NET 3.5.1 and 4.5.2 or higher</p> <p>Note: The .Net Framework is NOT installed with XDM and needs to be installed prior to running the installation for XDM.</p>
Database Server	<p>Minimum: For new installations of XDM, where a customer-provided Microsoft® SQL Server® is not available, install the Microsoft® SQL Server® Express that is included with the XDM installer. You may also download the appropriate version of SQL Server or Express free from the Microsoft® website.</p> <p>Recommended: Use SQL Server® 2014/2016 if available in the customer's IT environment.</p> <p>Minimum supported SQL versions are:</p> <ul style="list-style-type: none"> - SQL Server® 2008 SP4 - SQL Server® 2008 R2 SP3 - SQL Server® 2012 SP3 - SQL Server® 2014 SP2 - SQL Server® 2016 <p>Note: If using a remote SQL server, both the remote client on which SQL is installed and the XDM Server client require the Microsoft® Distributed Transaction Coordinator (MSDTC) service to be enabled and configured in order to allow remote client access. If the Windows® Firewall is running, an exception needs to be created for the MSDTC service.</p> <p>Note: When managing more than 5000 devices, Xerox recommends that you install a SQL Server® Standard/Enterprise on a separate server. The requirements for the separate database server should match the requirements for the Xerox Device Manager server.</p>

Table A-2: Minimum Hardware Requirements for the Xerox Tools

Minimum Hardware Requirements	Recommendations
Processor	Intel® Pentium® 4 processor at 3 GHz or Intel® Core 2 duo (AMD equivalent processors are supported as well)
Memory	<p>Minimum: 8GB of RAM, with one of the following versions of SQL® Server installed on the same system:</p> <ul style="list-style-type: none"> 2008 2012 2014 2016 SQL Express® (for example SQL Express 2014 SP2) <p>Note: Additional RAM may be required to ensure the Xerox Tools perform within the Customer Output Environment.</p>
Server	<p>A separate server with SQL® 2008/2012/2014/2016 SQL® installed is highly recommended if:</p> <ul style="list-style-type: none"> - the number of groups configured for concurrent status polling is greater than 20 and/or - the number of alert profiles is greater than 20
Available Disk Space	<p>Minimum: 20 GB</p> <p>Recommended: 40 GB on 7200 rpm hard drive if collecting historical data on thousands of devices</p>

Table A-3: Xerox Tools Device Data Elements

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 / Help Desk) Name	Customer
Site Contact (IT / Help Desk) e-Mail	Customer
Site Contact (IT / Help Desk) Phone Number	Customer
Location Identifier (Room/Column[Mailstop]) *As Applicable	Customer
Customer Asset Number * As Applicable	Customer
Print Queue Name/Host Name * As Applicable	Customer
Department * As Applicable	Customer
Organization * As applicable	Customer
Mono Meter Read *Non-Network Attached Devices	Customer
Color Meter Read *Non-Network Attached Devices	Customer

END OF STATEMENT OF WORK FOR XEROX® MANAGED PRINT SERVICES

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 confidentiality obligations set forth herein will expire 1 year after expiration or termination of this XPS Services Contract, except that: (y) for any Confidential Information that qualifies as a trade secret under applicable law, the confidentiality obligations hereunder shall survive until such information ceases to be a trade secret under applicable law, other than due to breach of this XPS Services Contract by the non-disclosing party; and (z) for any Confidential Information that is protected by the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act or any other applicable state and federal privacy laws, and the regulations promulgated thereunder, the confidentiality obligations hereunder shall survive for the period set forth in such privacy laws or regulations. 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 means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address Client provides to Xerox. Xerox will not be liable for any failure to perform during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond Xerox's reasonable control. Except for assignment by Xerox of its right to receive payment hereunder, neither party will assign any of its rights or obligations under this XPS Services Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld. This XPS Services Contract will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this XPS Services Contract, the parties agree to the jurisdiction and venue of the federal and state courts in Monroe County, New York and to waive their right to a jury trial. Client will pay all reasonable costs including attorney's fees, incurred by Xerox to enforce this XPS Services Contract. If a court finds any term of this XPS Services Contract unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this XPS Services Contract which will be admissible in any action to enforce it. Xerox may accept this XPS Services Contract either by signature or by commencing performance. Changes to this XPS Services Contract must be in a written amendment signed by both parties. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Client authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies. This XPS Services Contract constitutes the entire agreement between Xerox and Client as to its subject matter, and supersedes all prior oral and written agreements.

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

<<__CLIENT NAME__>>

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

XEROX CORPORATION

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

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 Master Agreement pricing. If a customer elects to pool all of its volume, the overage rate will be a blended overage rate therefore individually some units may vary from the master.
 - 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 blended rate based on 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
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.

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 Commonwealth of Massachusetts, United States of America, without regard to its conflicts of law provisions. 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.
 - e. **No High Risk Use.** WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant. The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing

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

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: _____

Additional Terms – Versant Products (Applicable to Lease, Rental and Purchase Transactions)

1. **EXTRA LONG PRINTS.** The following Equipment model(s), V180P 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).
2. **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. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.
 - 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/OR SUBJECT TO ADDITIONAL CHARGES; 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.
 - v. No High Risk Use. WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant. The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

Example - Statement of Work – Xerox Workflow Automation Services

(SOW included in this section are “Sample” only. Actual SOW will vary dependent on the actual/specific services being offered)

This Statement of Work (“SOW”) for Xerox® Workflow Automation Services is made by and between Xerox Corporation (“Xerox”) and <<insert Customer name>> (“Customer”, and together with Xerox, the “Parties”), pursuant to the terms and conditions of the <<insert name of Agreement>> between the Parties.

Name of WFA OnBase® Solution for: XXXXXXXX

1. **DEFINITIONS** - Terms used herein shall have the meaning set forth below. Additional definitions applicable to the Services are set forth in Attachment B-1.
 1. **Business Requirements** - A statement of required capabilities for the system from the business point of view. E.g. “The system will generate productivity reports”.
 2. **Capabilities** - The functionalities available in an MFD or printer Device (e.g. scanning, copying, faxing, etc.) that are enabled and included in the Pricing under this SOW.
 3. **E-Forms** – Electronic forms.
 4. **End Users** - Customer’s employees or nominated agents at Sites who utilize the Services defined in this SOW.
 5. **EULA (“End User License Agreement”)** - the terms and conditions under which the Licensed Software is provided by Hyland Software Inc. to Customer which is available by download from www.onbase.com/community. A sample EULA is attached hereto as Attachment C.
 6. **Functional Specification** - A statement of capability for the system from the systems point of view. E.g. “When the user enters the Sales Order Number, the number will be verified and the following elements added to the document Metadata from the Oracle System: Order Date, Customer Number, Customer Name, and Customer PO Number.”
 7. **Go-Live** – At the completion of the Deployment Phase and upon acceptance by Customer, the WFA OnBase® Solution will be deemed to be operational. Software Maintenance Support Services per Attachment E and Business Process Support per section 4.1.2 of Attachment B will commence at Go-Live.
 8. **Hyland** – Hyland Software Inc., creator, and licensor of OnBase®.
 9. **In-Scope** – The range of materials, activities, business processes, Professional Services, and Sites that are included in the range of work to be accomplished under this SOW.
 10. **Implementation** – The requirements gathering/definition, software installation, configuration, activation of the Licensed Software, testing, training, and other Professional Services as further set forth herein.
 11. **Kickoff Meeting** - The initial meeting of Customer and Xerox project management teams to set responsibilities, activities, schedules, deliverables, and communications for that Phase of the project.
 12. **Licensed Software (or “OnBase® Software”)** - The software identified on Attachment B-1, if any, that Xerox, or its licensor(s) is licensing to Customer as part of the Services.
 13. **Business Process Support Services** – The ongoing support services to be provided after Go-Live for the business processes portion of the WFA OnBase® Solution as set forth in Attachment B.
 14. **MFP – (Multifunctional Peripheral)** - A Device that includes various Capabilities, including, but not limited to copying, printing, faxing, and scanning.
 15. **Normal Working Hours/Days** - The hours during which Xerox will perform the Services, which are Monday through Friday, 8 AM to 5 PM, local Site time, excluding Customer holidays.
 16. **OnBase® Software Client** – A windows-based application, optimized for maximum efficiency and speed when working with and processing high volumes of documents on the same high-speed network as the OnBase® infrastructure.

17. **Phase** – A distinct period or stage within a Professional Services WFA OnBase® projects. The WFA OnBase® Solution may have up to three (3) Phases: Discovery, Development, and Deployment.
 18. **Professional Services** – The solution implementation services (may include, but not be limited to consulting, software installation, configuration, testing, documentation, and training) provided by Xerox related to the WFA OnBase® Solution as set forth in Attachment B.
 19. **Software Maintenance Support Services** – The maintenance and support services for the Licensed Software to be provided after Go Live.
 20. **Software Maintenance Support Addendum** - The additional terms and conditions under which Xerox will provide Software Maintenance Support Services attached hereto as Attachment E.
 21. **SOW Effective Date** – MM-DD-YYYY
 22. **SOW Services (or “Services”)** – All In-Scope services as expressly set forth in this SOW and Attachment B.
 23. **Site (or “On-Site”)** – Customer or Eligible Subsidiary location where Services are performed and/or Licensed Software is installed under this SOW.
 24. **User Acceptance Testing (“UAT”)** - The process of validating the correct implementation of Business Requirements by executing testing scripts based on the Business Requirements gathered during Discovery.
 25. **User Training** – Training activity utilizing training material to instruct the End Users on how to utilize the WFA OnBase® Solution.
 26. **Workflow Automation OnBase® Solution or WFA OnBase® Solution** - the workflow automation solution developed by Xerox in accordance with the scope of this SOW including software and business processes based on Customer's Business Requirements and Functional Specifications using the Licensed Software.
 27. **Xerox® MFP Connector (or “Connector”)** – A software connector for OnBase® software that links an MFP to the Hyland OnBase® system. The Connector is provided pursuant to the terms of a click wrap end user license agreement.
2. **SERVICES DESCRIPTION** - Xerox will perform the SOW Services in accordance with the terms of the Agreement and this SOW. Any changes to this SOW, including Attachment B, shall require the written consent of both Parties.
 3. **Customer Acknowledgement:** Customer acknowledges and agrees that: (i) Xerox shall have local and/or remote access to the network and server(s) where the Licensed Software is installed for purposes of providing the SOW Services under this SOW; and (ii) the Licensed Software may be configured to provide reports to Xerox via email or other communication means for purposes of providing the SOW Services. The SOW Services and Licensed Software are delivered electronically unless otherwise stated in this SOW.
 4. **TERM** - This SOW shall commence upon the SOW Effective Date and shall continue for a period of thirty-six (36) months following Go-Live (“**Initial Term**”). The Maintenance and Support Services will be provided for the Initial Term and billed annually from the Go-Live date.
 1. Either Party may terminate the Maintenance and Support Services within ninety (90) days prior to the anniversary date of Go-Live for perpetual Licenses only.
 2. **Effect of Termination:** Upon termination or expiration of this SOW, all rights to use the Licensed Software shall continue in accordance with the terms of the EULA. Customer shall pay to Xerox all amounts due and owing for any Services provided by Xerox prior to the notification of Termination to Xerox.
 5. **CHARGES** - Total Charges for the SOW Services consist of the Charges as set forth in Attachment A, and are exclusive of all applicable Transaction Taxes. When the deliverables for each Phase have been completed by Xerox according to the requirements documented in this SOW, the Customer will acknowledge Phase completion in accordance with Attachment B, enabling Phase billing as defined in this SOW.

In a perpetual License structure, Customer's failure to pay annual Maintenance and Support Charges when billed will result in cancellation of Maintenance and Support. Support can be reestablished through a support reestablishment Charge of fifty percent (50%) of the annual Maintenance and Support, plus all Maintenance and Support Charges outstanding within a new signed Order agreement.
 6. **CHANGES** - To the extent that the Parties wish to add or make modifications to this SOW after the SOW Effective Date, including without limitation modifications to the SOW Services, the addition of Professional Services, the addition of new Sites at which SOW Services will be performed, and changes to the pricing resulting from any of the foregoing, all such changes will be documented in a signed Order or as mutually acceptable in-writing signed by both Parties.

7. ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO SOW SERVICES -

1. **Delays:** The Charges provided in Attachment A and SOW Services described in Attachment B do not include any delays incurred due to the unavailability of Customer, Customer vendors, or other non-Xerox individuals whose participation in the SOW Services is critical, or delays by Customer in providing information needed. Delays that prevent Xerox from continuing work may result in the SOW Services being put on hold by Xerox. SOW Services that have been put on hold will need to be rescheduled based on the availability of Xerox resources and may be subject to increased Charges to Customer. Notwithstanding the foregoing, if the Customer's team ceases to interact with Xerox for a period of more than four (4) weeks, the project will be deemed to be concluded, and final billing will be submitted.
2. **MAINTENANCE:** Maintenance and Support Services during the first twelve (12) months following the completion of Go-Live are required and provided during the Term per Section 3 above. Software Maintenance Support Services will be provided pursuant to the Software Maintenance Support Addendum.
3. **Licensed Software:** Customer acknowledges and agrees that Xerox cannot provide the Services until Customer has executed the EULA and received counter-signature or acceptance from Hyland. Customer agrees to execute the EULA within _____ days after the SOW Effective Date.

8. LIST OF ATTACHMENTS -

Attachment A	Charges for SOW Services and Licensed Software
Attachment A-1	Install Locations
Attachment B	Description of Services
Attachment C	Acceptance Form (SAMPLE)
Attachment D	Software Maintenance Support Addendum

The terms and conditions of this SOW apply only to the provision of the SOW Services and do not affect, amend, or modify any of the provision of Services under any other Order under the Agreement. In particular, in the event of any failure by Xerox to perform under this SOW, such failure shall not be considered a failure or breach under any other Order under the Agreement.

ATTACHMENT A
CHARGES FOR SERVICES

CHARGES for the Services include (i) either Perpetual Licensed Charges, (ii) Professional Services Charges, (iii) Software Maintenance Support Services Charges, and (iii) Training Charges set forth below.

Charges for the Services are invoiced as outlined in Table 2, below.

1.1. Licensed Software

The Licensed Software modules needed to implement the WFA OnBase® Solution via a Hyland perpetual solution are set forth in Table 1. Perpetual License Charges are provided in Table 2 and are 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 of Section 5 of the SOW whether initiated by Xerox or the Customer.

Table 1: Perpetual or Subscription - Licensed Software

Module Name	Module Code	Quantity

1.2. Professional Services Pricing

Professional Services Charges are provided in Table 2 below. Any changes to the quantity, rate, or type of services must be accomplished in accordance with the Change clause of Section 5 of the SOW, whether initiated by Xerox or the Customer. Included in the Professional Services Pricing are the Discover and Design, Implement, Train and Test, and Deploy services outlined in Attachment B.

Professional Services are billed to Customer upon completion of the applicable Phase.

1.3. Software Maintenance Support (M&S) Pricing

Perpetual License - M&S refers to annual Software Maintenance Support Services for the solution components and the solution implementation. This cost is identified as a separate line item in Table 2 below. Subsequent M&S will be charged as outlined in Table 2 below.

Note: Pricing for Software Maintenance Support increases by 3% per year for the Term of the SOW under a Perpetual License. Additional years will be quoted upon request.

1.4. Training

In order for Customer to manage the system after Go-Live, Customer will have at least one (1) person trained and certified by Hyland to operate the OnBase® system at an off-site Hyland training location. As part of the SOW, required training is listed below. Failure to maintain the OnBase® system 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.

1.5. Travel

All out-of-pocket expenses (e.g. airfare, hotel, meals, etc.) will be billed to Customer at actual amounts. Travel will be agreed to in advance by Customer, and best efforts will be made to book all required travel arrangements well in advance to take advantage of applicable booking discounts. Xerox agrees that travel will conform to XXX Vendor travel policy, attached as Exhibit A to this document.

1.6. Overall Pricing

Table 2: Pricing Summation

Product Name	Price	Quantity	Extended Price	Billing Type	Billing Timing
			\$xxx		
			\$xxx		
Total:	\$xxx				

1.7. Professional Services Estimate Assumptions

ATTACHMENT A-1

INSTALL

LOCATIONS

Installation locations are important for the accurate assessment and collection of sales, and use taxes. For the purposes of assessment, the following conventions are used, unless otherwise contravened by competent jurisdictional tax authority:

- Server based software is deemed to be installed into the tax jurisdiction where the primary operational Server, virtual or physical, is located at the time of installation completion (see stages of project).
- Named Workstation, Name User, and non-server based licenses, software, and equipment shall be deemed to be installed in the tax jurisdiction of the "Primary Location" or "Home Base" where the license, software, or equipment is assigned by the customer at the time of installation completion.
- The Customer will attest and affirm to the location of installation by competent authority as part of the Customer acceptance of installation.
- Xerox will designate and report specifics and cost of all software and other taxable material, along with tax jurisdiction and tax rates applied, within the installation billing invoice.

One Locations (production servers and scanning locations):

Table 3: Production Servers, Scanning Locations, etc.

Location ID**	What is installed at Location	Street Address	City	State	Zip
001		xxx			
002		xxx			

** Location ID is an optional field and may include a Customer defined name, e.g. "Bldg 200".

ATTACHMENT B

DESCRIPTION OF STATEMENT OF WORK (SOW) SERVICES TO IMPLEMENT THE WFA ONBASE® SOLUTION

This Statement of Work defines all the tasks, responsibilities, and costs associated with the product(s) and service(s) of the WFA OnBase® Solution by Xerox in support of Customer.

The objective of the proposed solution is to provide a combined Electronic and Paper Records Management solution (Based on the Hyland OnBase® software platform) to manage the complete life cycle (declaration through disposition) of all final records at Customer. The Electronic and Paper Records Management solution shall set up a records structure based on the Taxonomy and retentions schedules provided by Customer and shall include workflow processes for records approval and records destruction incorporating record holds. The solution shall include the migration of existing final records stored in AppXtender and also in Customer file shares. Post migration and solution implementation, the OnBase® solution shall be utilized to manage the life cycle of any day forward records at Customer that are outside the Customer Production system. Records migrated from the XXX production system will be imported as specific document types with associated meta data (but without an associated electronic document) and will managed based on the record retention schedules/rules for that specific document type.

Phase 2 of the solution shall include an integrated method to pass final records from the Customer production system into the OnBase® and providing a link back to the production system as to where the record is located in OnBase® so that it can be retrieved as required through the production system. Phase 2 is out of scope for this SOW and shall be covered as a follow-on project after the completion of Phase 1. The solution shall include two (2) Xerox provided document scanners for scanning day forward records.

The solution will include the following capabilities:

-

Records Capture and Management Solution

The objective of the proposed solution is:

The WFA OnBase® Solution, utilizing Hyland OnBase®, is a software solution that integrates document capture, secure document storage and management, business process automation, remote and mobile access, external systems and data integration, and overall solution management into one coherent platform. Hyland Software, the creator of OnBase®, is a Xerox Alliance Partner who provides technology, which is fundamental to this solution.

This solution will be delivered over the course of several Phases. The details and SOW summary are provided below, but a high-level summary of the phasing of this effort includes:

- Discover and Design Phase – Enables Xerox and the Customer to refine and/or validate understanding of requirements and goals, verify assumptions, finalize the solution design and delivery strategy, and clearly document those details in order to support the downstream project Phases.
- Implement Phase – Addresses the creation of new technologies, processes, and documentation to support the Deployment and subsequent Phases of this solution project.
- Train and Test Phase – Enables the Customer to interact with and validate the solution design through training and user acceptance testing and ensures that the Customer is ready for Go-Live.
- Deploy Phase – Accomplishes the delivery of the solution and ensures that it and the Customer is ready for Go-Live.

This WFA OnBase® Solution is built on a set of platform technologies that includes:

- Xerox Documate 4440 VRS Pro Improved Document Scanner and Hyland OnBase®.

The delivery activities are then followed by an ongoing Software Maintenance Support Services (M&S). This section addresses the delivery activities relevant to this solution. For each Phase, we outline the Activities, and Deliverables associated.

ATTACHMENT C
CUSTOMER ACCEPTANCE FORM (SAMPLE)

Customer Acceptance Document

All fields with * are mandatory

*Customer: _____

*Install Address: _____

*City: _____

*State: _____

*Zip: _____

*Date of work completion and Customer acceptance: _____

As specified by the SOW between Xerox and the above Customer, Xerox has delivered the products/solutions and successfully completed work associated with the installations and/or Professional Services and/or training specified in the SOW.

The below are hereby acknowledged as delivered, completed, and/or accepted by the Customer:

☐ **Discover and Design** (Please lists the item description and reference number)

☐ **Implement** (Please lists the item description and reference number)

☐ **Train and Test** (Please lists the item description and reference number)

Supplier:		Customer	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Phone number:		Phone Number:	
Date:		Date:	

ATTACHMENT D SOFTWARE MAINTENANCE SUPPORT ADDENDUM

Subject to the terms of this SOW and the Agreement, Software Maintenance Support Services is provided by Xerox in accordance with the following:

1. DEFINED TERMS.

The following terms shall have the meanings set forth below for all purposes of this Attachment D:

(a) Documentation. "Documentation" means for the "Help Files" included in the Licensed Software published by Hyland Software, Inc. and that relate to the functional, operational or performance characteristics of the Licensed Software.

(b) Error. "Error" means any defect or condition inherent in the Licensed Software that causes the Licensed Software to fail to perform in accordance with the current Documentation.

(c) Licensee. "Licensee" means Customer.

(d) Licensed Software. "Software" means (1) the current released version of the Licensed Software as set forth in Attachment A, and (2) at any time after Xerox has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Addendum, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

(e) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland Software, Inc. commercially releases to its end users generally during the applicable Addendum Term to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

(f) Addendum Term. "Addendum Term" means each annual period during which Customer has purchased Software Maintenance Support Services.

2. SOFTWARE MAINTENANCE SUPPORT SERVICES.

(a) Generally. Subject to the terms and conditions of the SOW, Xerox shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software reported in accordance with Xerox's current policies for the reporting of Errors, and which are confirmed by Hyland Software, Inc., in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to Functional Specifications mutually agreed upon by Xerox and Licensee) in any configurations of the Workflow or WorkView modules of the Software that are created by Xerox or any integrations of the Software with other applications, software or hardware that are configured or created by Xerox, which are confirmed by Xerox, in the exercise of its commercially reasonable judgment; and (3) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Licensee's report must include updated information on its installed version of the Software and information reasonably necessary to describe the circumstances under which the reported Error is manifest. Xerox shall undertake to report to Hyland Software, Inc. for confirmation any reported Errors promptly after receipt of proper notice from Licensee. Xerox shall undertake to confirm any reported defect(s) described in clause (2) above promptly after receipt of proper notice from Licensee in accordance with Xerox's current defect reporting procedures. Xerox shall perform services in an effort to correct confirmed Errors in the Software or defects in configurations or integrations created by Xerox promptly after making such confirmation. Software Maintenance Support Services generally will be available during Normal Business Hours, Monday through Friday, excluding

holidays, or as otherwise provided by Xerox to its end users purchasing continuing Software Maintenance Support Services in the normal course of its business, by on-line connectivity, telephonically or both.

Licensee acknowledges and agrees that Xerox and Hyland Software, Inc. require on-line access to the Software installed on Licensee's systems in order for Xerox to provide Software Maintenance Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, appropriate communications software as specified by Xerox; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate connection with Xerox and Hyland Software, Inc. to facilitate Xerox's on-line Software Maintenance Support Services.

(b) On-Site Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with the Agreement and this SOW, Xerox may provide on-site Software Maintenance Support Services at Licensee's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment.

(c) Exclusions. Xerox is not responsible for providing, or obligated to provide, Software Maintenance Support Services or Upgrades and Enhancements under this Addendum: (a) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including any configuration of the Workflow or WorkView modules of the Software that was not undertaken by Xerox or Hyland Software, Inc. or authorized in writing in advance by Hyland Software, Inc.; (b) in connection with any Error if Xerox (directly or through Hyland Software, Inc.) has previously provided corrections for such Error, which correction Licensee chooses not to implement; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Hyland Software, Inc.), hardware or any system or networking utilized by Licensee; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Xerox or Hyland Software, Inc. has provided any services in the nature of Software Maintenance Support Services to Licensee with respect to the Software.

3. UPGRADES AND ENHANCEMENTS.

Xerox will provide to Licensee, in accordance with Hyland Software, Inc.'s then current policies, all Upgrades and Enhancements to the Software released by Hyland Software, Inc. during the term of this SOW. Licensee acknowledges and agrees that Hyland Software, Inc. has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland Software, Inc.'s policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland Software, Inc. and the sole and exclusive property of Hyland Software, Inc., and shall be subject to all of the restrictions, limitations, and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland Software, Inc.

4. LICENSEE'S RESPONSIBILITIES.

(a) Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management, and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Xerox and Hyland Software, Inc. shall have no responsibility or liability for data loss regardless of the reasons for said loss. Xerox and Hyland Software, Inc. shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.

(b) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Xerox, all Error corrections and Upgrades and Enhancements. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Xerox of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of Charges and Charges otherwise properly invoiced during the term hereof.

(c) Notice of Errors; Documentation of Errors. Licensee shall provide prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Xerox's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Xerox of any alleged Error. If requested by Xerox, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Xerox in the detection and correction of said Errors.

(d) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software, and other software, as Xerox deems necessary to diagnose and correct any Errors or to otherwise provide Software Maintenance Support Services. In addition, Licensee acknowledges and agrees that Hyland Software, Inc. may be retained by Xerox to provide Error corrections or other Software Maintenance Support Services directly to Licensee and, accordingly, Licensee shall provide such same access directly to Hyland Software, Inc. Such right of access and use shall be provided at no cost or charge to Xerox or Hyland Software, Inc.

End of Xerox® Workflow Automation Services Statement of Work

EXAMPLE - Xerox® DocuShare® Private Cloud Services Statement of Work

1. DEFINITIONS: Terms defined within the Agreement and used herein shall have the meaning set forth therein unless expressly set forth otherwise below:

- Cloud User** means a single authorized individual End User who has access rights to the Service.
- Customer** includes Customer Affiliates and End Users.
- Customer Hosted Site** means the hosted site provided by the Service for Customer to receive the Service
- Customer Data** shall mean any data, information, or other materials of any nature whatsoever, provided to Xerox by Customer in the course of implementing and/or using the Services.
- Electronic Communications** shall mean any transfer of signs, signals, text, images, sounds, or data of any nature transmitted in whole or part electronically.
- End User** shall mean Customer's employees, consultants, service providers or any third party clients authorized to use the Service.
- Software** means DocuShare software program provided in a hosted format accessed through a web portal, the corresponding Documentation, in printed materials and/or online electronic form used to provide the Service. The Software is for business use only and not for personal, household, family or any other unlawful purposes.
- Term** means the Initial Term and any Renewal Term as defined in Section 5 of this SOW.
- Update** shall mean any corrections, minor improvements, minor additions, and minor substitutions to the Software that are designated as Updates by Xerox, in its sole discretion. Updates may be identified by a change in the numerals on the right side of the decimal point of the Software version number.
- Upgrade** shall mean any modifications, additions, and substitutions to the Software that result in substantial performance, structural, or functional improvements or additions, and are designated as Upgrades by Xerox. Upgrades may be identified by a change in the numerals on the left side of the decimal point of the Software version number.
- Professional Services** means the services provided by Xerox to define the Customer's needs and objectives in enabling a Xerox® Content Management Services solution as set forth in **Exhibit B** attached hereto.

2. SERVICE: Xerox will provide Customer with a hosted instance of the Software and any Updates and patches that augment or enhance the current business application (the "**Service**"). Xerox shall host the Service and may update the content, functionality, and user interface of the Service from time to time, in its sole discretion during the Term and in accordance with this SOW. Additionally, if required, Xerox will provide the Professional Services identified in **Exhibit B**.

3. LICENSE GRANT: Subject to the terms and conditions of this SOW, Xerox grants Customer during the Term of this SOW the non-exclusive, non-transferable, and terminable license to use and access the Service and to display content solely for Customer's business operations, provided such operations shall not include service bureau use, outsourcing, renting, or time-sharing the Service. Customer acknowledges and agrees that the license granted herein is not a concurrent user license and that the rights granted to Customer are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Software or any part thereof or otherwise attempt to discover any source code, modify the Software in any manner or form, or use unauthorized modified versions of the Software or Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services. Customer is expressly prohibited from sublicensing use of the Service to any third parties. Customer acknowledges and agrees that Xerox shall own all rights, title, and interest in and to all intellectual property rights in the Service. Except as provided in this SOW, the license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by Xerox.

4. LICENSE FROM CUSTOMER: Subject to the terms and conditions of this SOW, Customer grants Xerox the non-exclusive, worldwide, royalty-free, transferable license during the Term to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display and otherwise use the Customer Data as necessary to render the Service to Customer under this SOW. Customer grants Xerox a worldwide non-exclusive, nontransferable, non-assignable right to use the Customer's trademarks in connection with the Service set forth in this SOW.

5. TERM, CHARGES, AND PAYMENT:

5.1 **Charges:** Charges for this SOW are set forth in the Order associated with this SOW. Charges include Fees for Professional Services, provisioning of the Service and number of CLOUD USER in accordance with the configuration set forth in **Exhibit A**.

5.2 **Changes.** All changes to this SOW, including, without limitation, will be made through a signed Order, prior to implementation of such changes.

5.3 **Term.** The initial term of this SOW is a minimum of thirty-six (36) months after the date of installation ("**Initial Term**").

5.4 **Termination:** Upon ninety (90) days' prior written notice to the other Party, either Party may terminate the Services. If Customer terminates the Services, then Customer agrees to pay to Xerox, in addition to other amounts due and owing under the Agreement, (i) an amount equal to the remaining principal balance of any Professional Services and implementation fees together with a fifteen percent (15%) disengagement fee, for loss of bargain and not as a penalty as set forth in the Agreement and (ii) an amount equal to the then current Monthly Charge for CLOUD USER multiplied by the number of months remaining in the Term, not to exceed six (6) months. Upon termination, Customer's rights to use the Services cease.

5.5 **Payment.** Xerox will begin invoicing Customer upon provisioning of the Services, i.e., when Xerox determines that the Services are ready for use by the Customer. After the Initial Term, Xerox reserves the right to change the amount of the fee for the Services to the then-current list prices generally applicable to other customers. Invoices are payable in accordance with the payment provisions of the Agreement.

6. TERMS OF SERVICE: Customer acknowledges and agrees that Customer's use of the Services is subject to the following terms of service. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Services will be subject to this SOW.

6.1. **Accuracy Of Customer's Registration Information.** Customer agrees to provide accurate, current, and complete information ("**Registration Data**") about Customer as prompted by the registration form attached hereto as **Exhibit E**, which Customer will fill out in order to gain access to the Service. Customer further agrees to use commercially reasonable efforts to notify Xerox with any updates to the Registration Data to keep it accurate, current and complete. Customer acknowledges and agrees that if Customer provides Information that is intentionally inaccurate, not current, or incomplete in a material way, or Xerox has reasonable grounds to believe that such information is untrue, inaccurate, not current, or complete in a material way, Xerox has the right to terminate this SOW for Customer's material breach.

6.2 **Xerox Terms and Conditions of Use.** Customer acknowledges that End Users accessing the Service will be subject to the Xerox Terms and Conditions of Use. A copy of the Xerox Terms and Conditions of Use is attached hereto as **Exhibit F**.

6.3. **Email and Notices.** Customer agrees to provide Xerox with Customer's e-mail address, to promptly provide Xerox with any changes to Customer's e-mail address, and to accept e-mails (or other Electronic Communications) from Xerox at the e-mail address Customer specifies in the Registration Data. Customer further agrees that Xerox may provide any and all notices, statements, and other communications to Customer through either e-mail, or by mail or express delivery service. Notices for this SOW shall be sent to the following:

<p>If to Xerox:</p> <p>Xerox Content Management 3333 Coyote Hill Road Palo Alto, CA 94304 Attention: Contracts Manager Telephone: Facsimile:</p>	<p>If to Customer:</p> <p>Attention: Telephone: Facsimile:</p>
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Email:	Email:
With a copy to: Xerox Corporation 45 Glover Avenue Norwalk, CT 06856 Attention: Office of General Counsel Telephone: Facsimile:	With a copy to: Attention: Telephone: Facsimile:

6.4 Passwords, Access, and Notification. Customer may designate up to the number of End Users under Customer's account, which corresponds to the number of Cloud User purchased by Customer, and Customer may provide and assign unique passwords and user names to each authorized End User for each Cloud User purchased. Customer acknowledges and agrees that Customer is prohibited from sharing passwords and/or End User names with unauthorized users and that Customer will be responsible for the confidentiality and use of Customer's (including its employees') passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. Xerox will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer agrees to notify Xerox immediately if Customer becomes aware of any loss, theft, or unauthorized use of any of Customer's passwords, user names, and/or account number.

6.5 Third-Party Software. Customer agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by Xerox. Until notified otherwise by Xerox, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by Xerox and to follow logon procedures for services that support such protocols. Customer acknowledges that Xerox is not responsible for notifying Customer of any Upgrades, Updates, fixes or enhancements to any such third party software or for any compromise of data transmitted across computer networks not owned or operated by Xerox or telecommunications facilities, including, but not limited to, the Internet.

6.6 Transmission of Data and Data Protection. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to Xerox's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Xerox. Customer acknowledges and understands that changes to Customers Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the internet, network communications facilities, telephone, or other electronic means. Customer agrees that Xerox is not responsible for any Electronic Communications and/or Customer Data, which are lost, altered, intercepted, or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Xerox. To the extent that either Party processes any personal data under this SOW on behalf of the other Party (or End User), it shall do so in accordance with the applicable law that gives effect to Directive 95/46 EC and the local laws implementing this Directive ("Privacy Laws"). Customer represents and warrants that Customer has been given or has obtained any and all consents of subjects of personal data (including End Users) as may be required by applicable Privacy Laws for the purposes of Xerox processing personal data under this SOW.

6.7 Support Services. Xerox will provide the Support Services as set forth in **Exhibit D** attached hereto. Xerox will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides and online help, as well as optional and "for fee" training classes.

6.8 Proprietary Rights. Customer acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual

property and other laws. Customer further acknowledges and agrees that content or information presented to Customer through the Service may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

6.9 Trademark Information. All service marks, trademarks, trade names, trade dress and other indicia of source used herein and otherwise by Xerox (collectively called the "**Marks**") are proprietary to Xerox or their respective owners that have granted Xerox the right and license to use such Marks. Customer does not receive any trademark rights or any other rights in or to the Marks. Xerox and Xerox DocuShare are proprietary Marks of Xerox Corporation. All other trademarks/trade names are the property of their respective owners and are used by permission

7. TERMINATION:

7.1 Termination for Non-Payment. Xerox reserves the right to terminate Customer's access and/or use of the Service and this SOW if Customer has failed to pay in accordance with the payment provisions of the Agreement. Customer agrees that Xerox shall not be liable to Customer or to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this Section 7.1.

7.2 Termination for Ongoing Harm. Customer agrees that Xerox may with reasonably contemporaneous telephonic notice to Customer, immediately terminate this SOW if Xerox reasonably concludes that Customer use of the Service is causing immediate and ongoing harm to Xerox or others. Customer agrees that Xerox shall not be liable to Customer or to any third party for any termination of the Service under such circumstances as described in this Section 7.2.

7.3 If this SOW is terminated by Xerox for Customer's material breach, Customer is obligated to Xerox for Early Termination Fees outlined under Section 5 above.

7.4 Handling of Customer Data In The Event of Termination. In the event that this SOW expires or is terminated in accordance with the terms of the Agreement and this SOW, Xerox will grant Customer temporary limited access of not more than thirty (30) days to the Service for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to Xerox. Should Customer require assistance, Xerox can provide reasonable assistance to Customer to transfer Customer Data from the Customer Hosted Site to another environment specified by the Customer. Such assistance shall be provided at Xerox's then applicable time and materials rates. Customer acknowledges and agrees that following termination of Customer's account and/or use of the Service, Xerox may, after such thirty (30) day period to retrieve Customer Data, immediately deactivate Customer's account and shall be able to delete Customer's account and related Customer Data. Customer further agrees that Xerox shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that Xerox is in compliance with the terms of this Section 7.4.

7.5 Data Retention. Subject to Section 7.4, Xerox shall not be responsible for retaining any Customer Data after expiration or termination of this SOW. All Customer Data is deleted from the servers used to provide the Service and from back-ups during scheduled back-up rotations after expiration or termination of this SOW. Xerox shall not restore, provide any storage media, or send out any data pertaining to Customer's account or this SOW.

8. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE: Xerox reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that Xerox modifies the Service in a manner that removes or disables a feature or functionality on which Customer materially relies, Xerox, at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that Xerox is unable to substantially restore such functionality, Customer shall have the right to terminate the SOW without payment of any ETCs for Cloud User as set forth in Section 5 above. Customer acknowledges that Xerox reserves the right to discontinue offering the Service at the conclusion at Customer's then current Initial Term or Renewal Term. Customer agrees that Xerox shall not be liable to Customer or to any third party for any modification of the Service as described in this Section 8.

9. Warranties.

9.1 By Customer. Customer represents and warrants that Customer shall not permit any authorized user of the Customer Hosted Site to:

(1) upload any material to the Customer Hosted Site that is the intellectual property of any third party without the prior written consent of such third party. Such intellectual property shall include any patented, trademarked, copyrighted, or trade secret material (whether or not such trade secret material can be patented, trademarked or copyrighted);

(2) perform any illegal acts through the use of the Customer Hosted Site and/or maintain any information including, but not limited to digital images, which may be deemed to be illegal by reason of such material being present on the Customer Hosted Site;

(3) publish or transmit any material in violation of any federal, state, local or foreign statute, rule or regulation in any jurisdiction which may assert personal jurisdiction over an authorized user of the Customer Hosted Site;

(4) upload any information to the Customer Hosted Site which, by reason of such material being accessible on the Internet, the Customer shall be required to have or maintain any license or permit in a jurisdiction unless the Customer shall then have such license or permit in any such jurisdiction;

(5) upload any content, materials advertising or provide any services that are inaccurate or infringe on or violate any applicable law, regulation or right of a third party, including without limitation, export laws, or any proprietary, contract or privacy right;

(6) maintain any sexually explicit material at any time in any general public areas or in any restricted access areas unless the Customer has obtained the user's acceptance of terms and conditions to which Xerox has given its prior written approval to the Customer as being acceptable to Xerox.

9.2. **By Xerox.** Xerox warrants during the Term of this SOW that Xerox will use commercially reasonable efforts to ensure that Customer's Data will be safeguarded and maintained accurately. Xerox also warrants that it will, at a minimum, utilize and maintain security and backup procedures as listed in **Exhibit C** hereto (and hereby incorporated by reference) to protect Customer Data. In the event of a breach of this provision, Xerox will use commercially reasonable efforts to correct the Customer's Data or restore the Customer's Data within three (3) business days. In the event Xerox is unable to correct or restore Customer's Data as provided in this Section 9.2, Customer's sole and exclusive remedy shall be it may, at its option, terminate the SOW and ETCs for Cloud User as set forth in Section 5 shall not be due.

10. DISCLAIMER OF WARRANTIES: EXCEPT AS STATED IN SECTION 9 ABOVE AND IN THE AGREEMENT, XEROX DOES NOT REPRESENT OR WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 9 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY XEROX FOR THE SERVICE. EXCEPT AS STATED IN SECTION 9 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

11. SERVICE LEVELS: Beginning ninety (90) days after the Commencement Date of Service, Xerox shall maintain, annually, on a full calendar year basis, 99.5% Uptime, excluding Scheduled Maintenance and Emergency Maintenance, where:

1. **Commencement Date of Service** means the date that the Xerox has provisioned the Service.
2. **Emergency Maintenance** - means any maintenance that: (a) in Xerox's sole discretion, is necessary to ensure the safety, security, and **stability** to the Xerox Private Cloud or Xerox datacenter and (b) of which Customer is notified.
3. **Scheduled Maintenance** - means the regularly scheduled Saturday night maintenance window of 10:00pm **Mountain** time until 2:00 am Mountain time Sunday morning.
4. **Uptime** – means period of time that the Service is functional, and assumes Customer has connectivity to the Service. The Uptime calculation excludes any lack of Customer connectivity to the Service caused by intermediate network or Customer intranet **dysfunction**.

12. RESERVED.

13. SOW EXHIBITS:

Exhibit A	Service Configuration Selected by Customer
Exhibit B	Professional Services
Exhibit C	Security
Exhibit D	Support Services
Exhibit E	Registration Data
Exhibit F	Copy of Online Web Portal Terms and Conditions of Use

14. EFFECT OF THIS SOW: The terms and conditions of this SOW apply only to the provision of the Service and do not affect, amend, or modify any of the provision of services under any other Order under the Agreement. In particular, in the event of any failure by Xerox to perform under this SOW, such failure shall not be considered a failure or breach under any provision of any other Order or the Agreement.

EXHIBIT A: SERVICE CONFIGURATION

As set forth in the Order associated with this SOW, the Xerox® DocuShare® Private Cloud Services include the following deliverables:

DocuShare Cloud Platform

1. General access for 50 Cloud Users
 1. Account & Content Administrators
 2. View only Users
 3. View, add, & manage users
2. Content Rules Manager
3. Mobile Access
4. 1 TB Storage; additional storage space may be added for an additional cost
5. Up to 5 million documents; provided the storage space limit above is not met.

Support and Maintenance Services

1. Support services
 1. Basic site administrative support
 2. Available via phone, web, email
2. Infrastructure management services
 1. 24x7 management & monitoring
 2. Data encryption
 3. Data Backup & redundancy

Professional Services

1. Platform provisioning & implementation
2. Standard initial site configuration
3. Quick Start Training
 1. Account & content administrator training
 2. "Train-the-trainer" end user training

EXHIBIT B: PROFESSIONAL SERVICES**Project Scope**

This Exhibit B identifies the roles Xerox and the Customer will play in the project for the installation, configuration, testing, and training on the planned DocuShare solution. The project will involve regularly scheduled conference calls prior to the actual deployment. These meetings will focus on determining the detailed configuration settings for the DocuShare site and defining Customer responsibilities in relation to this project.

In Scope:

1. Develop and document an agreed deployment plan defining steps, responsibilities, and roles for the installation procedure
2. Development of an overall Project Plan and Schedule
3. Development of a Test Plan

Planning:

1. Develop a deployment plan to guide the execution of the detailed steps of this project; review with the Customer for approval and buy-in
2. Develop a Test Plan germane to the specific requirements

Project / Platform Preparation:

1. General project requirements gathering and refinement for the production DocuShare Server
2. Platform requirements analysis and recommendations
3. Guide the Customer in the implementation and configuration of the new server environment

Server Installation and Configuration:

1. Provision the DocuShare Private Cloud Service platform
2. Configure the new DocuShare Cloud platform in a manner consistent with the current on premise server and the Customer's requirements per this SOW

Production Migration:

1. Migrate and upgrade the variable data contents of the Customer's existing DocuShare server to the new cloud service including document contents and database
2. Deploy a web browser based "drag and drop" multi-file upload capability to the DocuShare Cloud Service
3. Validate and test the proper configuration and operation of the migrated system
4. Support and assist the Customer in their efforts to test and validate the new platform
5. Remediate issues and bugs as they are detected

Cutover:

1. Support the Customer in the reassignment of production identity to the new server, cutting over access and use from old to new.
2. Services will be provided during two consecutive weekend days, 16 hours maximum, to complete the production migration.
3. Provide URL access to the DocuShare cloud service

Training:

1. Deliver refresher DocuShare administrator and end user train-the-trainer courses

Project Management:

1. Planning, tracking and communication of all project activities and status

Notes:

1. Services will be delivered as off-site (remote) services only. Please refer to the "Customer Responsibilities" section for requirements to support remote access and training delivery
2. Unless otherwise noted, all services described above will be provided during normal business hours (8am-5pm Monday-Friday in the local time zone).
3. No accommodation is made in this SOW for any special effort to support the integration of external systems (databases, imaging/capture solutions, printing solutions, etc.) other than that discussed above as "In Scope".

Out of Scope:

1. Acquisition, installation and configuration of server hardware, operating systems, enterprise database management software, and storage or , MFP or Scanner hardware
2. Integration of DocuShare with any external applications or systems other than those described above as "In Scope"
3. VPN access to the DocuShare® Private Cloud Service is not included

Customer Responsibilities

The 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:

1. Provide a single point-of-contact (typically the Project Sponsor or Project Manager) with authority to work with Xerox to confirm the project objectives and the solution design who is fluent in the English language
2. Provide access to key Customer IT resources during the project
3. Provide access to key Customer personnel with knowledge of the current environment and business processes
4. Coordinate/facilitate communication between Xerox personnel and Customer personnel who support this effort
5. Provide any required network connections from the cloud server location to the workstation installations
6. Support/participate in all installation activities as required. Xerox recommends that the DocuShare system administrator is involved for the majority of the time spent during the configuration stages
7. Perform the upgrade of individual Customer workstation software such as DocuShare Drive & Windows Client, or other workstation software.
8. The Customer will not share any software code or confidential intellectual property belonging to the Customer or any other company with Xerox or its employees or contractors

Remote Projects:

1. Provide / enable remote access to all servers and Customer systems involved in this project, including administrative accounts

Project Assumptions and Risk - Project Assumptions

This proposal is based upon the following assumptions:

1. The information provided to Xerox prior to the development of this SOW is accurate
2. Xerox will have at least four (4) weeks from Order acceptance, , to staff and begin the proposed project
3. Any customizations of the DocuShare web user interface implemented through VDF or other API-based changes which need to be migrated forward to DocuShare 6.x.x will be covered under the assumptions stated in the "In Scope" Section.

Project Risks

The identified risks to the project schedule or costs are:

1. Availability of Customer staff to participate in the project
2. Availability and configuration of new production hardware
3. Availability of remote access

EXHIBIT C: SECURITY**Security****Overview**

Xerox security strategy is to protect Customer data at multiple levels, which includes data security, data integrity, data privacy, and physical security. Xerox currently uses products by Oracle, Cisco Systems, Trend Micro, Symantec, GFI LanGuard, Critical Watch, Network Associates and other premier security products and services.

To facilitate the privacy, security, and availability of Customer data and transactions, Xerox employs the following technologies in delivering its service.

- Secure Data Center
- Encrypted User Authentication
- Internet Firewalls
- Network Address Translation and Proxy Services and Servers
- Secure Socket Layer Data Encryption (SSL)
- Redundant, Highly Available Routers and Switches
- Redundant, Highly Available, and Secure Web, File, Application, and Data Base Servers
- Redundant, Highly Available Power Management
- Highly Available Data Access via redundant circuits and carriers
- Regularly Scheduled Backups, Offsite Storage, and Site Replication
- Hardened Servers and Operating Systems
- Regular Vulnerability Scanning

Data Center Security

Xerox's production systems are located in private Xerox data center facilities. Production web, application, file, and database servers along with network equipment are monitored and protected. Xerox data center access is monitored by video surveillance and controlled by the use of card readers, biometric scanners and on site security personnel. Access requires pre-approval along with document and photo validation.

Network Security

Xerox's network is continuously monitored and protected by redundant firewalls. Firewall logs are reviewed on a regular basis. Network logging and tracking are enabled.

Data Security and Availability

Xerox's uses 256-bit domestic and 128 bit international SSL encryption to protect the Customer's data as it leaves our site. Xerox uses ssh encryption via RSA (ssh1) and OSA (sstl2) public keys for communication between services. Oracle databases are protected by firewalls against unauthorized usage.

Data is stored on highly redundant storage systems. The Data Base servers are configured in either RAID 10, RAID 5, or RAID 1 (mirror) configuration as required. The storage solution has its own redundancy and is configured for cluster failover.

Secure Application Access

Xerox's users access the application using password authentication encrypted via SSL. The robust design of the application controls and limits access to Customer specific data.

System Security

Xerox uses tightly controlled passwords on its servers and network equipment. Xerox limits access to production systems to authorized personnel only. Passwords are changed on a regular basis. Security Updates to the operating systems are tracked and updated as necessary during standard maintenance windows.

System Reliability

Xerox designs the application and infrastructure as a tightly integrated solution, leveraging high availability and redundant computer platforms, storage arrays, and enterprise network cloud infrastructures. Virtual servers are imaged via snapshots, backed up, and replicated to the disaster recovery site.

Infrastructure Support

Xerox has in place an expert team to provide 24x7 services for cloud, server, network management, monitoring, backups, and system maintenance.

Data Storage

Customer data is stored on a server that is configured with RAID 10, RAID 5, or RAID 1 (mirror) redundancy. In the event of a disk failure, the Customer will not experience an interruption of service. In addition to the server configured with RAID 10, RAID 5, or RAID 1 data is also stored on a storage solution that has its own built in redundancy, thus providing an extra layer of data protection.

EXHIBIT D: SUPPORT SERVICES

These Support Services terms (the Support Terms) shall govern Xerox provision of Support Services to you (Customer).

1. DEFINITIONS

In these Support Terms, capitalized terms not defined herein shall have the definition given such term in the SOW:

“Authorized Contacts” means the named Customer employees or authorized agents who: (i) have sufficient technical expertise, training and/or experience with the Service to perform the Customer’s obligations under these Support Terms, (ii) are responsible for all communications with Xerox regarding these Support Terms, including case submission and Incident submissions; and (iii) who are authorized by Customer to request and receive Support Services for the Service on behalf of the Customer.

“Business Days” are Monday to Friday during Normal Support Hours, excluding Xerox company holidays.

“Customer Support” means any support relating to calls from Customer's Authorized Contacts. The support levels are defined as follows:

“Level 1”:

1. Initial contact with Customer via telephone, support request web-form, or email.
2. Validates Customer entitlement for support
3. Gathers description of Customer support request and issue.
4. Checks the support knowledge base for possible solutions and provides appropriate solutions to the Customer.
5. Escalates issue to Level 2 (Note: Level 2 person may be the same support representative)

“Level 2”:

1. Works with Customer to investigate the issue, gather additional troubleshooting data.
2. Uses Web conferencing/Remote Access to observe issue while the Customer replicates the issue.
3. Uses Web Conferencing/remote Access to guide the Customer in additional troubleshooting, resolving the issue, or implementing a work-around solution.
4. Replicates issue for further troubleshooting.
5. Level 2 support representative is the owner of the Customer’s case. Level 2 is also the primary contact between support and the Customer until the issue is resolved.
6. Escalates issue to Level 3 if required

“Level 3”:

1. Works with Level 2 to develop possible solutions or a work around to issues that cannot be resolved by level 2 in a timely manner.
- 2.
3. Level 3 acts as liaison to Engineering (Level 4) and engages engineering for additional troubleshooting help.
4. Works with engineering on developing possible work-around solutions, hot fixes, and patches.

“Level 4”:

1. Software engineers and solution developers work with Level 3 to resolve high severity issues.
2. Provides additional troubleshooting skills and tools to gather DEBUG information from the DocuShare Server.
3. Develops work-around solutions, hot fixes, and patches required to resolve Customer submitted Incidents.

“First Level Support” means any support relating to calls from Customer’s Authorized Contacts.

“Helpdesk Support” means point of contact resources that directly provide Authorized Contacts with information, troubleshooting help and guidance related to the Service.

“Incident” means a single support question or reproducible failure of the Service to substantially conform to the functions and/or specifications as described in User Guides and submitted by an Authorized Contact.

“Normal Support Hours” are 8:00 am, to 8:00 p.m. U.S Eastern time on Business Days.

“Severity Level” means the Severity Levels 1-3 as defined below:

“Severity Level 1 (Critical)” means Service is not operational and/or there is a critical loss of capability. Customer is unable to run a critical application, Service has frequency of failure precludes production use and critical job/data integrity defect.

“Severity Level 2 (Significant)” means Service is operational, but production capability is severely degraded. Customer is unable to run a major application. Service has failure requiring frequent operation intervention to maintain productivity and/or Service experience non-critical integrity defect.

“Severity Level 3 (Less Significant)” means Service is operational, but is moderately degraded and has no significant impact to performance. Customer is unable to run a minor application or Service has occasional failure requiring operational intervention, or non-critical product feature or function does not work

“Support Services” means any activity rendered by Xerox in response to service requests made by the Authorized Contact.

“Test Case” means Customers instructions that allow Xerox to reproduce an Incident.

2. SCOPE OF THE SUPPORT TERMS

2.1 Subject to the terms contained herein, Xerox shall address all Incidents that may arise from Customer’s use of the Service in accordance with Sections 3 and 4 below.

2.2 Xerox shall not have any obligation to provide Support Services with respect to any: (a) adaptations, configurations or modifications of the Service made by the Customer or any third party; (b) Helpdesk Support, which may be provided by Customer to escalate issues to the Customer’s Authorized Contact; or (c) any items excluded pursuant to Section 4.

2.3 Xerox may offer additional professional services to help resolve issues that fall outside the scope of the Support Services. Any such additional professional services shall be provided under a separate agreement and shall be subject to the SOW or Xerox’s then-current consulting fees and terms.

3. INCIDENT SUBMISSION

3.1 All Incidents must be made to Xerox by the Authorized Contact(s). The primary method for a Customer to submit an Incident is via email or telephone. The Customer may substitute Authorized Contact(s) from time to time by giving Xerox prior written notice, including the relevant contact information for any new Authorized Contact.

3.2 All Incident submissions must if applicable, include the following:

(a) Customer's identification number that Xerox shall provide to the Customer soon after the Effective Date of these Support Terms

(b) A reproducible Test Case that demonstrates the specific usage that causes the Incident being submitted.

(c) A full description of the Incident and expected results such as the exact steps that led to the problem, the content of error message(s) displayed, and problem reproducibility.

(d) Any special circumstances surrounding the discovery of the Incident.

3.3 **Severity Levels.** Xerox will work with Customer and will assign the appropriate severity level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents. Xerox may reclassify Incidents based on the current impact on the Service and business operations as described in the Severity Level definitions.

3.4 **Xerox's Obligations.** Xerox will make available Support Services access during Normal Support Hours for the Customer to submit Incidents and receive assistance. On receipt of an Incident, Xerox shall establish whether there is an Incident for which the Customer is entitled to Support Services under these Support Terms and, if so, shall:

(a) Confirm receipt of the Incident and notify Customer of the Incident case number that both Parties must then use in any communications about the Incident.

(b) Work with Customer to set a severity level for the Incident based on the criteria set forth herein.

(c) Analyze the Incident and verify the existence of the problem

(d) Give the Customer direction and assistance in resolving the Incident pursuant to the terms described herein.

3.5 **Customer's Obligations.** Xerox's obligation to provide Support Services under these Support Terms are conditioned upon the Customer: (a) having valid access to the Service, (b) providing Xerox with all reasonable assistance and providing Xerox with data, information, and materials that are reasonably necessary, (c) procuring, installing, and maintaining all equipment, telephone lines, communication interfaces, and other hardware and software necessary to access the Service, (d) providing Helpdesk Support as required to escalate issues to the Customer's Authorized Contact; and (e) providing appropriate contact information for all Authorized Contacts(s).

4. EXCLUSIONS FROM SUPPORT SERVICES

Xerox will not be required to correct any Incident caused by (i) integration of any feature, program, or device to the Service or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification, or enhancement of the Service; or (iii) use of the Service that is not in compliance with this SOW

EXHIBIT E: REGISTRATION DATA

Customer:

Contact for billing

Name:

Title:

Phone:

Email:

Physical Address:

Contact for contracts

Name:

Title:

Phone:

Email:

Physical Address:

Authorized Contacts for System Administration

Xerox communicates service availability and coordinates any downtime for maintenance with the Authorized Contact(s) for System Administration

Primary Contact for System Administration

Name:

Title:

Phone:

Email:

Secondary Contact for System Administration

Name:

Title:

Phone:

Email:

Authorized Contacts for Helpdesk (if different from system administration contacts)

All submissions of Incidents must be made to Xerox by the Authorized Contact(s) for Helpdesk.

Primary Contact for Helpdesk

Name:

Title:

Phone:

Email:

Secondary Contact for Helpdesk

Name:

Title:

Phone:

Email:

EXHIBIT F: XEROX TERMS AND CONDITIONS OF USE

The following terms and conditions of use are displayed on the web portal provided for the Service.

Xerox Corporation provides Customers with an online DocuShare application and any Updates, Upgrades and patches that augment or enhance the current business application (the "Services"). The use of this site is governed by the terms and conditions set forth below. Please read them carefully. Your use of this site indicates Your acceptance of these terms and conditions on behalf of yourself, Your employer on whose behalf you are using this site (if applicable) and the entity that has provided you with access and the opportunity to use this site and the Services. You agree that you will only use this site for purposes directly related to your current employment and as limited by the entity that has provided you with access and the opportunity to use this site and the Services. Xerox reserves the right to make modifications, alterations or Updates to this site and these Terms and Conditions at any time and without notice to users. You accept the affirmative obligation to periodically review whether or not these Terms and Conditions have changed, and Your continued use of this site shall be deemed an acceptance and agreement to be bound by such modifications, alterations or Updates.

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Hosting Availability. Except as otherwise expressly stated in the applicable SOW, Xerox will use reasonable commercial efforts to ensure that Hosting is fully operational, accessible and available to You twenty-four (24) hours a day, seven (7) days a week.

In no event will Xerox or its affiliates be liable for, or make any adjustment, refund or credit of any kind for, any loss, corruption, delay, inclusion, omission, late delivery, misdelivery, non-delivery, misinformation, other direct or indirect damages, or failure to provide electronic documents (any of the foregoing being referred to herein as a "Service Failure") to the extent caused by or resulting from:

1. Your acts, omissions, errors or defaults;
2. Your violation of any of the terms and conditions contained in these *Xerox Terms and Conditions of Use*, as amended from time to time;
3. Viruses, worms, Trojan horses and other forms of harmful code that are not detected or removed using Xerox standard virus detection procedures;
4. Criminal acts, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotions, war, national or local disruptions in electronic and transportation networks, failures of internet service providers, weather phenomena, strikes, acts of terrorism, natural disasters, and disruption or failure of communication and information systems;
5. Loss, or omissions of any person or entity other than Xerox, including our compliance with verbal or written instructions from You, the User, the recipient or persons claiming to represent You, User or recipient;
6. Our failure to notify You of any delay, loss or damage in connection with Your printed products or any inaccuracy in such notice;
7. Our provision of advice, assistance, or guidance on this site does not constitute acceptance of liability.
8. Performance of any Services will not cause us to be deemed Your, or anyone's, agent for any purpose.

Order Acceptance

Verification of information may be required prior to the acceptance of any order.

Termination

In the event that Xerox learns of, or has reasonable grounds to suspect, that activity in violation of these Terms and Conditions has occurred, we can suspend or terminate any order or Your access to our services without notice and refuse to authorize its future use. Repeated violations of these Terms and Conditions will result in immediate termination. In addition, Xerox reserves the right to discontinue the Services at any time without reason or advance notice to You.

Data Retention

UNLESS YOU HAVE A SIGNED AGREEMENT WITH XEROX WHICH PROVIDES FOR DIFFERENT TERMS, XEROX SHALL NOT BE RESPONSIBLE FOR RETAINING ANY OF YOUR DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AFTER THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. XEROX SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO TERMINATED ACCOUNTS.

Applicable Law

These Terms and Conditions are governed by the laws of the State of New York, excluding its conflict of laws provisions. Any litigation concerning these Terms and Conditions or other uses of this site shall be brought in the State or Federal courts located in Monroe County, New York and You consent to the exercise of personal jurisdiction over You by such courts. These Terms and Conditions are not governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

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