

NASPO ValuePoint

PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

Master Agreement #: **187800**

Contractor: **XEROX CORPORATION**

Participating Entity: **STATE OF MINNESOTA**

Minnesota contract #: **253633**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado per NASPO ValuePoint Master Agreement #187800 ("Master Agreement"), for use by state agencies and other government entities located in the Participating State, authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on July 31, 2026, unless terminated sooner or otherwise amended in accordance with the terms set forth herein.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Minnesota. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

NASPO ValuePoint

PARTICIPATING ADDENDUM
**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Yvonne Hickey Account General Manager
Telephone:	(857) 241-6317
Address	201 Meritt 7, Norwalk, CT 06851-1056
Email:	yvonne.hickey@xerox.com

Participating Entity

Name:	Erin McCormack
Address:	50 Sherburne Avenue, Suite 112, Saint Paul, MN 55155
Telephone:	651-201-3168
Email:	erin.mccormack@state.mn.us

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Lease and Rental Agreements: Lease and Rental Terms: Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement and Xerox Corporation's applicable Supplemental Documents, which are attached to the Master Agreement, unless otherwise agreed to by a Participating State or Entity. To initiate a lease or rental, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease or rental (FMV Lease, Straight Lease, Capital Lease, Short-Term Rental or Cancellable Rental) on the PO or may simply sign other transactional documents deemed acceptable to the parties, providing Contractor does not provide the Purchasing Entity with any documents (besides EULA's) that have not been approved by the Lead State.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Minnesota, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Agreement #187800 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Minnesota.

All lease and rental programs must remain with the Contractor, Authorized Dealers, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of lease or rental agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

6. Authorized Dealers: All Contractors and resellers authorized in the State of Minnesota, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, and service support, to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

The Contractor may provide a sample quote and invoice from each proposed Authorized Dealer, if available. The sample quote and invoice must contain the minimum following information and will be attached to this Participating Addendum.

- Customer name
- State Contract number
- Item description
- Item quantity
- List price
- Contract discount
- Price after discount

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
 SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

7. Orders: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

All orders should contain the following: (1) "PO subject to NASPO ValuePoint Contract #187800 & State Contract # 253633; (2) Purchaser's Address, Contact, & Phone-Number; (3) Purchase order amount; (4) Type of Lease or rental and monthly payment; (5) Itemized list of accessories; (6) Service program and rates; (7) Attached SOW Template if applicable.

8. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

9. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option. NSP items will not include:
- i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax machines;
 - iv) Overhead Projectors; and
 - v) Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

10. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

NASPO ValuePoint

PARTICIPATING ADDENDUM



MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Led by the State of Colorado

-
- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
 - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
 - c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
 11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor software pricing. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.
 12. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.
 13. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Services Master Agreement" and "Sample MPS Statement of Work" as provided in Master Agreement, **Attachment 7** and **Attachment 8**, respectively, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

SIGNATURE PAGE TO FOLLOW

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
 SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Led by the State of Colorado

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Minnesota Department of Administration <i>With delegated authority</i>	Xerox
Signature: Signed by: <i>Erin McCormack</i> CDDD8C37EC4D45B...	Signature: DocuSigned by: <i>Yvonne Hickey</i> 299D24D614C74BA...
Name: Erin McCormack	Name: Yvonne Hickey
Title: Acq Mgmt Specialist	Title: GM, Public Sector CoE
Date: 10/9/2024	Date: 10/8/2024
Commissioner of Administration <i>As delegated to</i> <i>The Office of State Procurement</i>	
Signature: DocuSigned by: <i>Andy Doran</i> 68D02A26D7604BA...	
Name: Andy Doran	
Title: IT Acquisitions Supervisor	
Date: 10/9/2024	

NASPO ValuePoint
PARTICIPATING ADDENDUM



**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD SOLUTIONS**
Led by the State of Colorado

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

*[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]*

NASPO ValuePoint

PARTICIPATING ADDENDUM



MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Led by the State of Colorado

STATE OF MINNESOTA PARTICIPATING ADDENDUM

1. **Term of Contract.** This Contract is effective as of the date of the last signature below or August 1, 2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

2. **Scope.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

2.1 **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

2.2 **Equipment Leasing.** Equipment leasing is allowed under this Participating Addendum at the option of the Ordering Entity. Such lease must be done through a separate written lease agreement entered into between Contractor and the Ordering Entity. The terms of the lease agreement must incorporate the terms of this Contract.

2.3 **Equipment Trade-in Program.** If requested in writing by the ordering entity, the Contractor may allow equipment to be used as trade-in against new contract equipment purchases. Trade-ins will be allowed on a case-by-case basis, and the ordering entity has the right to refuse any offer made by the Contractor. All equipment will be traded "as is, where is," with no guarantee express or implied.

Title to the trade-in equipment will transfer to the Contractor when the new equipment is delivered and accepted by the ordering entity, unless otherwise agreed to in writing by the Contractor and the ordering entity. The ordering entity assumes all costs associated with the title transfer of the trade-in equipment unless otherwise agreed to in writing by the Contractor and the ordering entity. The title of State equipment trade-ins shall be provided to the Contractor in accordance with Minn. Stat. § 168A.11.

2.4 **Contractor Partners.** The Contractor may sell direct and may utilize a defined list of authorized partners to provide goods and services.

2.4.1 **Authorized Partner.** An Authorized Partner may be an agent, distributor, reseller, or tiered partner that is authorized by the Contractor to sell products, maintenance, or services on behalf of the Contractor. An Authorized Partner is an agent of the Contractor, not the State. An Authorized Partner may work with its own authorized resellers.

2.4.2 **List of Authorized Partners.** If the Contractor intends to utilize a partner to accept or fulfill an order for goods or services, the Contractor must submit to the State a list of such partners for review. The State will maintain a list of all partners approved as Authorized Partners ("Authorized Partner List"). Only the Contractor or its Authorized Partners may provide goods and services under this contract.

The Contractor must provide a sample quote and invoice from each proposed partner before the State approves the partner as an Authorized Partner. The sample quote and invoice must contain the minimum following information and will be attached to the Contract.

- Customer name
- State Contract number
- Item description
- Item quantity
- List price
- Contract discount
- Price after discount

The Contractor may update the list of Authorized Partners to add or remove a partner at any time during the Contract period by submitting a revised Authorized Partner List to the State. A revision to the Authorized Partner List under this paragraph does not need be made through a written amendment to the Contract. The State reserves the right to review and approve any new partner prior to accepting the revised Authorized Partner List. The State will not unreasonably deny the addition of a new partner unless the proposed new partner is listed on the State or the federal debarment list. A revised Authorized Partner List must be accepted in writing by the State before it is effective.

2.4.3 Training Program and Contractual Agreement. The Contractor must have a training program and a contractual agreement with its Authorized Partners. The training program and contractual agreement must include but is not limited to an Authorized Partner's responsibilities and compliance with applicable State and federal laws. Applicable State and federal laws, include but are not limited to the Minnesota Government Data Practices Act, FERPA, HIPAA, and Worker's Compensation. The Contractor is liable and responsible for its Authorized Partner's compliance with such laws.

2.4.4 Compliance with the Contract. The Contractor is responsible and liable for its Authorized Partner's compliance with the specifications, warranties, and requirements contained in the Contract between the Contractor and the State.

2.4.5 Purchase Orders and Payment. An Authorized Partner may accept a purchase order or invoice or accept payment. The Contractor must ensure that all sales initiated by an Authorized Partner must be clearly defined in the State's required reports, including but not limited to administration fees payable to the State.

2.5 Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

2.6 Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

3. **Governing Law and Jurisdiction.** The construction and effect of this Contract and any Orders placed hereunder will be governed by, and construed in accordance with, the substantive and procedural laws of Minnesota. The Participating Entity, Ordering Entity, and Contractor agree to submit to the exclusive jurisdiction of, and venue in, the state or federal courts with competent jurisdiction in Ramsey County, Minnesota, without regard to its choice-of-law provisions.

4. **Orders.**

4.1 Ordering Entities may place orders under this Contract by referencing the Minnesota Contract Number on an Order. Each Order placed under this Contract is subject to the pricing and terms set forth herein and in the Master

Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

4.2 In the event that any provision of Contractor's ordering document is contrary to Minnesota law; such provision shall be null and void. The terms of the Contract, the Master Agreement, and duly executed Contractor's ordering documents shall be read as cumulative and complimentary to the extent possible, with conflicts resolved in favor of the Contract.

5. Usage Reports.

Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, from July 1 to September 30,
- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and
- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within thirty days of the end of a quarter. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

6. Administrative Fee.

Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total sales during that quarter under the Contract as reported in the Usage Report (Administrative Fee). The Administrative Fee is due within thirty days of the end of a quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The Contract Vendor must provide a report detailing the total sales to State Agencies and CPV Members. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

7. **Survival of Terms.** The following sections survive the expiration or cancellation of this Contract and all Orders: Indemnification, Data Disclosure, State Audits, Government Data Practices, Governing Law and Jurisdiction, Intellectual Property Indemnification, Publicity and Endorsement, and Usage Reporting Requirements and Administrative Fee. Any other Contract term that expressly states or by its nature shall survive, shall survive. Software licenses, warranty, maintenance agreements, and service agreements that were entered into under the terms and conditions of the Contract shall survive the expiration or termination of this Contract.

8. Order of Precedence. The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contractor and the State:

- a. The Minnesota Participating Addendum, including all attached Exhibits
- b. The NASPO ValuePoint Master Agreement

In the event of a conflict in language among any of these documents, the terms and conditions set forth or referenced in this Contract shall prevail over conflicting terms and conditions. The order of precedence between documents following the Minnesota Contract shall be read as consistent with the Order of Precedence established in the Master Agreement. If any provision of the Contract or NASPO ValuePoint Master Agreement is contrary to Minnesota law, such provision shall be null and void.

9. Entire Agreement.

9.1 By placing an order under this Contract, each Ordering Entity agrees that this Contract and any agreement or information that is incorporated by written reference into this Contract or the applicable ordering document (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the order by such Ordering Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such order. No financial obligation of the Participating State or any Ordering Entity shall be affected by any change to information contained in a URL or referenced policy, nor will any additional material obligations be placed on the Participating State or any Ordering Entity as a result of any such changes.

9.2 It is expressly agreed that the terms of this Contract and any order shall supersede the terms in any click-through agreement, procurement internet portal, or any other similar Contractor document, and no terms included in any such click-through agreement, portal, or other Contractor document shall apply to the order. Any order may not modify, diminish, or derogate the terms of Contract or add additional terms and conditions without prior written approval by the State's Authorized Representative.

10. Submission of Participating Addendum to NASPO ValuePoint. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

Minnesota Exhibit A

1. Definitions.

1.1 CPV Members. The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities” with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.

1.2 State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

1.3 Ordering Entity. This term means the Purchasing Entity, and it applies to any State Agency or CPV Member placing an order under the Contract.

1.4 State and State of Minnesota. These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Contract. These terms also apply to the State's Office of MN.IT Services when acting within its statutorily defined contracting capacity.

1.5 Minnesota Department of Information Technology Services (MNIT). Minnesota’s Information Technology agency. MNIT is responsible for providing or entering into managed services contracts for the provision, improvement, and development of business application software and related technical support services and other information technology systems and services to Minnesota state agencies pursuant to Minnesota Statute section 16E.016(a).

2. Prompt Payment and Invoicing.

2.1 The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065. Pending the resolution of an invoice dispute, the State is expected to pay all undisputed amounts, including the Monthly Minimum Charge which is not subject to dispute at any time.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document. All services delivered under an Order must be performed to the State’s satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

2.2 Invoicing. The invoice must be in the same format as the sample invoice attached to Supplement 2 to Exhibit A, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit A, Supplement 2, for a list of minimum invoice requirements.

2.3 Retainage. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under an Order may be paid until the final product of an Order has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract and the Order.

3. **No Automatic Renewals.** The Ordering Entity does not agree to any automatic renewals which require the payment of additional fees.

4. **Assignment and Amendments.**

4.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

4.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5. **Termination.**

5.1 Termination by the State. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment as stated under the Master Agreement. Termination of this Contract shall not apply to Orders received and equipment installed prior to the effective date of termination.

5.2 Termination for Default. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to cancel the Contract or purchase order, or any portion of it, if Contractor does not cure the default within 30 days of notice of default. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

5.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State will return the Equipment, at State's expense, to a location designated by Contractor and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. The State will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Contractor retaining all sums paid to date). The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

5.4 The expiration or termination of this Contract or any related Order or Statement of Work by either Party will not affect the in-place Orders or any other agreement with Contractor, each of which will remain in full force and effect until the end of its Term.

6. Force Majeure. Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable. This clause does not absolve Ordering Entity of their payment obligations for goods or services received. Past due account charges will not accrue until the conclusion of the Force Majeure event, at which point Contractor shall also be expected to resume their Service obligations.

7. Indemnification.

7.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. Contractor will not indemnify the State due to any negligent or willful act on the part of the State, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a Contractor's officer, employee, subcontractor, volunteer, or agent. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

7.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

8. Purchase Orders (PO) and Purchasing Cards. The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

9. Delivery.

9.1 All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery.

9.2 No substitutions or cancellations are permitted without approval of the Ordering Entity.

9.3 Back orders, failure to meet delivery requirements, or failure to meet specifications in the purchase order or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contractor.

10. Transportation. All prices must be FOB Destination, prepaid, and allowed (with freight included in the price), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity.

In those situations in which the “deliver-to” address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order.

11. Risk of Loss or Damage. The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

12. Items Offered as New. All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

13. Subcontracting and Subcontract Payment.

13.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the Contract Administrator can be used for this Contract. The list of approved subcontractors is attached and incorporated into this Contract as Supplement 3 to Exhibit A.

13.1.1 After the effective date of the Contract, the Contractor shall not, without prior written approval of the State’s Authorized Representative, subcontract for the performance of any of the Contractor’s obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State’s Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

13.1.2 The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

13.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

14. Data Disclosure. Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Intellectual Property Rights and Intellectual Property Indemnification.

15.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

15.1.1 “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

15.1.2 “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

15.1.3 “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications,

materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

15.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the State's Pre-Existing Intellectual Property unless the State specifically contracts with Contractor to develop a specifically identified product or program for the State's exclusive use and compensates Contractor under this Contract. The State authored Documents printed/copied on Contractor's supplied equipment shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those State's Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Contractor, its employees, agents, subcontractors, and/or licensors shall retain all rights to the Works developed by Contractor. Should Contractor use or incorporate into any deliverable, any computer program, code, or other materials developed by Contractor independently of performing the Services ("Pre-existing Work"), Xerox shall retain any and all rights in such Pre-existing Work. Xerox grants the State a non-exclusive, perpetual, fully paid-up worldwide right to use, display, reproduce, and modify the Pre-existing Work for the County's internal business needs.

15.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license to use, display, reproduce and modify Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract for the State's internal business needs and not for resale and/or distribution to third parties. All content and data supplied by the State shall remain the State's exclusive property.

15.4 Obligations.

15.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

15.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

15.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law. Contractor's obligation under this provision shall only apply to all copyright and patent information included in the Xerox-branded equipment/software. Contractor will not indemnify the State, its

officers, employees, volunteers, and agents for any infringement caused by complying with the State's or Ordering Entity's requirement to use, or the State's or Ordering Entity's use of, the Xerox-branded/supplied equipment with equipment or software not provided by Contractor.

16. Copyright. The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract. Contractor's obligation to hold the State of Minnesota harmless under this provision shall only apply use of copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance included in the Xerox-branded equipment/software.

17. Publicity and Endorsement.

17.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

17.2 Endorsement. The Contractor must not claim that the State endorses its products or services, or make any representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Contract without the prior written consent of the State's Authorized Representative. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the Ordering Entity. Any such agreement or document must not be construed to deprive the Ordering Entity of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded by Minnesota law. An Ordering Entity's employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the Ordering Entity's concurrence or acceptance of terms, if such terms are in conflict with this section.

19. Insurance. If applicable, prior to execution of the Contract, the Contractor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Contract and per the insurance requirements of Supplement 1 of Exhibit A.

20. Pricing Changes. No price adjustments or discount reductions are allowed unless approved by the Lead State for the Master Agreement and adopted by the State of Minnesota through a fully executed amendment to this Contract.

21. Taxes. Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to <http://www.revenue.state.mn.us> to learn about the applicable sales tax (search "Fact Sheet 142").

22. E-Verify Certification. For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

23. Diverse Spending Reporting. If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

24. Americans with Disabilities Act (ADA). Products provided under the Contract must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

25. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions. Contractor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

26. Federal Funds. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, an Ordering Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

26.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

26.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

27. Supply Chain Security. Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

27.1 Security Practices and Preventive Controls. The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program's security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State, Office of MN.IT Services (f/k/a Office of Enterprise Technology and d/b/a MN.IT or MN.IT Services)("MN.IT") and the State, Department of Administration's Office of State Procurement ("OSP"). To demonstrate certification/accreditation, Contractor must provide to OSP and MN.IT within one month following the effective date of this Contract or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contractor will promptly notify OSP and MN.IT of any change to its certification/accreditation.

Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a MN.IT security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to MN.IT's satisfaction.

27.2 Notification of Supply Chain Security Breach. Contractor will promptly notify OSP, MN.IT, and the ordering entity, if different from MN.IT, of any breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

27.3 Return/Rejection of Goods. Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods or return any of those goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach." Rejection of delivery or return of goods shall be solely the responsibility and at the cost and expense of the Contractor.

The State may sanitize or destroy components of the goods prior to returning the goods to Contractor or instruct Contractor to promptly sanitize or destroy goods upon their return. Following the completion of any such sanitization or destruction, and upon request by MN.IT, the Contractor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods.

At no additional expense to the State, Contractor must provide within a reasonable time frame replacement goods for any goods that were rejected at delivery or returned due to a supply chain security breach. Any costs and expenses associated with removal or replacement of the goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contractor.

28. Security and Data Protection. If applicable, Contractor is responsible for the security and protection of State data subject to and related to Cloud Services in this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.

28.1 For the purposes of this Security and Data Protection section, the following terms have the following meanings:

28.1.1 "Cloud Services" includes "cloud computing" as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at:

<http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to State data.

28.1.2 "State" means the State, or a cooperative purchasing venture ("CPV") member when the CPV member is the ordering entity (if CPV purchases are permitted under this Contract).

28.1.3 "Data" has the meaning of "government data" in Minn. Stat. § 13.02, subd. 7.

28.1.4 "Not public data" has the meaning in Minn. Stat. § 13.02, subd. 8a.

28.1.5 "Security incident" means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of State data; (2) interference with an information system; (3) disruption of or to Contractor's service(s); or (4) any similar or related incident.

28.1.6 "Privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect State data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State data protected by such State or federal laws or by contract.

28.2 Data Ownership. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all State data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to State data.

Contractor will only use State data for the purposes set forth in the Contract. Contractor will only access State data as necessary for performance of this Contract. Contractor will not access State user accounts except to respond to service or technical problems or at the State's specific request.

All State data, including copies, summaries, and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense.

In the event Contractor receives a request to release any State data, Contractor must immediately notify the State's data practices compliance official. The State will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with the State's instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contractor.

28.3 Notification of Incidents. If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract, Contractor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any State data. For

purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data.

28.4 Security Program. Contractor will make best efforts to protect and secure the State data related to this Contract. Contractor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all Cloud Services ("Policy"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT").

Upon the State's request, Contractor will make a Summary of the Xerox Information Security INFOSEC001 available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies solely related to the services provided to the State under this PA. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

28.5 Data Management. Contractor will not use State data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.

28.6 Data Encryption. Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract.

28.7 Data Storage. Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

28.8 Data Center and Monitoring/Support Locations. During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States. Unless specifically stated otherwise in the specifications, this provision does not apply to back-office contract administration or customer support services that are incidental to the performance of the Contract and are performed by Contractor and/or its affiliates from locations outside the United States.

28.9 Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contractor to provide any and all Cloud Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be

deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide to the State a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by Contractor, in a commercially reasonable timeframe.

28.10 Subcontractors and Third Parties. Contractor warrants that no State data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

28.11 Remedies. Contractor acknowledges that the State, because of the unique nature of its data, would suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.

28.12 Business Continuity. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities, and procedures necessary to ensure that Cloud Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

Any term or condition that allows the Contractor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing Cloud Services for as long as the State needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, the State may purchase the continuing Cloud Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by the State, and shall be reduced by the amount paid for Cloud Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to the State any unused portion of payments for Cloud Services.

28.13 Background Checks. Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Cloud Services to the State. Such

background investigations must have been or will be conducted by investigating local, state and federal criminal records, local, state and federal civil case records, and employment references.

If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

28.14 Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.

28.15 Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with the applicable State of Minnesota Information Security Policy & Standards incorporated herein by reference and available at <https://mn.gov/mnit/government/policies/security/>.

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3, dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor's agents, employees, and subcontractors that have or will have access to Criminal Justice Information ("CJI").

Contractor acknowledges that for the purposes of this Contract when storing, processing, transmitting or otherwise accessing State data subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interests" in State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use State data only for the purpose of fulfilling its duties under the Contract and it will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, as required by law, or as authorized in writing by the State. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Contract, or as specifically and expressly provided for in this Contract, as required by law, or authorized in writing by the State. Contractor agrees, upon request, to provide the State with a written summary of the procedures Contractor uses to safeguard State data.

Contractor shall comply with IRS Publication 1075, Exhibit 7, which is incorporated herein.

For the term of this Contract, Contractor will maintain a provisional Authority to Operate (ATO) at the Moderate Level from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for any and all Cloud Services provided under this Contract.

For the term of this Contract, Contractor will maintain an ISO 27001 Certification for any and all Cloud Services provided under this Contract.

29. State's Rights and Remedies Cumulative. All rights and remedies provided in the Contract are cumulative and not exclusive of any other rights or remedies that may be available to the State and Ordering Entity, whether provided by law, equity, statute or otherwise.

30. No Mandatory Mediation or Arbitration. Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law.

**Minnesota Exhibit A, Supplement 1
Insurance Requirements**

1. Notice to Contractor.

1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.

1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:

1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract.

1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, and Garagekeepers or Property of Others, for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.

1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim because the contract is with the Contractor. The Contractor must pay any uninsured claims out-of-pocket. The State may enforce the indemnity clause in the contract.

2. Notice to Insurer.

2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;

3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Minnesota Exhibit A, Supplement 2
Sample Quote and Invoice

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State’s Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List price
- Price after discount-off baseline list

Discount off Baseline List is calculated as follows:

Product	Vendor Cost from Supplier	Discount-off List Offered	Computation	State Contract Price
XYZ Tablet	\$300.00	3.5%	$\$300.00 - (300 \times 0.035)$ = \$289.50	\$289.50

Lease Pricing PROPOSAL

xerox™

Presented to [Customer]

By [Name]

On MO/DAY/YEAR

NASPO #187800

State or Local Government Negotiated Contract : 072XXXXX

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1		Lease Term: X months Purchase Option: FMV	-	DATE
2		Lease Term: xx months Purchase Option: FMV	-	DATE

All information in this proposal is considered confidential and is for the sole use of [Customer]. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until MO/DAY/YEAR.

For any questions, please contact me at (XXX)XXX-XXXX

Customer Information

Direct Inquiries and Correspondence To:	THE EASY WAY	For Address Corrections, Please see the reverse side of your original invoice
XEROX CORPORATION	TO ORDER SUPPLIES	
P.O. BOX 660502	CALL OUR TOLL	
DALLAS, TX 75266-0502	FREE NUMBER	
	1-800-822-2200	
Telephone: 888-435-6333		INVOICE FOR THE MONTHLY PAYMENT ON YOUR XEROX LEASE AGREEMENT. XXXXX COPIER SERIAL NUMBER XXXXXXXX Purchase Order Number XXXXXXXXXX Special Reference * Contract Number XXXXXX Terms and Conditions of Payment PAYABLE ON RECEIPT
www.xerox.com/eSupportCentre		
Ship To/Installed At	Bill To:	
MINNCOR INDUSTRIES MINNESOTA DEPT	MINNCOR INDUSTRIES	
1010 LAKESHORE DR MOOSE LAKE MN 55767	2420 LONG LAKE RD SAINT PAUL MN 55113-2534	

Invoice

MONTHLY PAYMENT	\$XXX.XX
TOTAL PAYMENT DUE	\$XXX.XX

DUPLICATE INVOICE

INVOICE XX OF YOUR XX MONTH CONTRACT

Please detach the payment portion and return with your remittance

Payment

Ship To/Installed At	Bill To:	When Paying By Mail Send Payment To:
MINNCOR INDUSTRIES MINNESOTA DEPT	MINNCOR INDUSTRIES	XEROX CORPORATION P.O. BOX 802555 CHICAGO IL 60680-2555
1010 LAKESHORE DR MOOSE LAKE MN 55767	2420 LONG LAKE RD SAINT PAUL MN 55113-2534	

For Xerox Use Only	PLEASE PAY THIS AMOUNT->	\$XXX.XX
--------------------	--------------------------	----------

XXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX DATE

Minnesota Exhibit B

The following documents are incorporated by reference into the Contract:

- Attachment 1 - Xerox General Terms
- Attachment 2 - Xerox Lease Agreement Terms and Conditions
- Attachment 3 - Xerox Rental Agreement Terms and Conditions
- Attachment 4 - Xerox Purchase and Maintenance Agreement Terms and Conditions
- Attachment 5 - Xerox Installment Sale Agreement Terms and Conditions
- Attachment 6 - Xerox Maintenance Agreement Terms and Conditions
- Attachment 7 - Xerox Services Master Agreement Terms and Conditions
- Attachment 8 - Xerox MPS Statement of Work Template
- Attachment 9 - Xerox Print Services Agreement
- Attachment 10 - Xerox Pool Plan Agreement Terms and Conditions
- Attachment 11 - Xerox Software License Addendum
- Attachment 12 - Xerox Product Specific Terms and Conditions
- Attachment 13 - Xerox Production Inkjet Equipment Terms and Conditions
- Attachment 14 - Xerox Sample Baltoro Customer Expectations Document
- Attachment 15 - Xerox Baltoro Customer Acceptance Form
- Attachment 16 - Xerox Baltoro SOW
- Attachment 17 - Xerox PrinterLogic SOW
- Attachment 18 - Xerox Equipment Take Back Options for US Customer

ATTACHMENT A - XEROX GENERAL TERMS

The following terms and conditions apply to all Xerox transactions.

GENERAL TERMS & CONDITIONS:

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

In the case of those Group C products that have an implementation period for unique applications the team will work with the customer to agree upon a Customer Expectations Document ("CED") that will lay out the performance expectations. As long as the equipment is continuously maintained on a Xerox Full Service Maintenance Agreement during its term or for 36 months from purchase, if the Equipment is not performing substantially consistent with the performance expectations outlined in the Customer Expectations Document ("CED") or such other



documentation provided with the Equipment if a CED does not accompany the Equipment (the "Documentation"), Xerox will, after attempting to repair the device per the Maintenance Services provision hereto and upon the Participating Entity's request but in Xerox's sole discretion, replace such Equipment without charge with identical Equipment or with other Equipment with comparable features and capabilities.

5. **NON-APPROPRIATION OF FUNDS.** The continuation of any lease, rental purchase or maintenance agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State, Purchasing Entity local source, State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Xerox waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
6. **LIMITATION OF LIABILITY.** For claims arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.
7. **ASSIGNMENT.** Xerox reserves the right to assign this Agreement to a parent, subsidiary, or third party, upon written notification to the Lead State and Purchasing Entity, for the purpose of securitizing or monetization the transaction. Xerox will remain 100% responsible for all aspects of the contract after assignment.
8. **TAXES.** The Purchasing Entity will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income.
9. **CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.
10. **WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY.
11. **REMOTE SERVICES.** REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Data Transmission"). Remote Transmission also enables Xerox to transmit to you Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment

such as name and address of your contact and IP and physical addresses/locations of Equipment, and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by you upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to the parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee, per the NASPO ValuePoint Master Agreement ("Master Agreement"), for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

SOFTWARE

12. **SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment and/or Third Party Hardware ("Base Software") only with the Xerox-brand Equipment and/or Third Party Hardware with which it was delivered; and (b) Software and/or Third Party Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation) and may only be used on any single unit of Equipment or Third Party Hardware, as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". The Purchasing Entity has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment and/or Third Party Hardware in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (a) Xerox is denied access to periodically reset such code; (b) you are notified of a default under this Agreement; or (c) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment and/or Third Party Hardware; (ii) you are a lessor of the Equipment and/or Third Party Hardware and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment and/or Third Party Hardware, as applicable. Neither Xerox nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
13. **SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). As used in this Agreement, "Base Software" means software and accompanying documentation provided with Xerox-brand Equipment and/or Third Party Hardware. For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period, but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Base Software for Third Party Hardware, Software Support will be provided during the initial Term and any renewal period but in no event longer than the

Third Party Hardware vendor provides similar support for it. For Software and/or Third Party Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Licensed Software Support if you have modified the Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then Master Agreement pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Licensed Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as 'No Svc.', you may enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Xerox shall have no liability for the acts or omissions of such third party support services provider.

14. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.
15. **DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

ATTACHMENT 2
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 10.
- 2. DEFINITIONS.** "Lease Term" means the term of the Agreement set forth in Section 1. "Leased Equipment" means the Equipment described in Attachment A and any Equipment replaced by Lessor during the term of this Agreement. "Xerox" or "Lessor" means a person or entity from whom the Purchasing Entity or "Lessee" or "Customer" has leased Equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

SOLUTION/SERVICES:

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

Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

TERMINATION PRICING PLAN/OFFERING SELECTED:

- 5. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. The initial term for each Product and/or Third Party Product will commence upon acceptance of the Equipment; provided, however, for "Customer-installable" or "Drop-Shipped" Equipment, the term for a lease Order shall commence upon delivery of the Equipment. Unless a lease order is preceded by a trial order, the Equipment will be considered accepted upon installation of the Equipment by Lessor, after the Equipment successfully runs all required diagnostic routines, and the Equipment is turned over to the Purchasing Entity for use.
- 6. PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Purchasing Entity's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
- 7. SEPARATELY BILLED MAINTENANCE.** If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.
- 8. PRICE INCREASES.** Once a Purchasing Entity enters into a lease agreement, the rate must remain fixed throughout the Initial Lease Term.
- 9. DELIVERY, REMOVAL & RELOCATION.** With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and, for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; (b) any Equipment relocation; and (c) all charges for delivery, removal and relocation of Third Party Hardware. Relocation of Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
- 10. PURCHASE LEASE OPTIONS.** The following options are available for Equipment subject to this Agreement.
 - a) **PURCHASE OPTION.** If not in default, you may purchase the Equipment and/or Third Party Hardware, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE: (i) at the end of the initial Term for the Purchase Option indicated on the face of this Agreement (i.e. either a set dollar amount or the Fair Market Value of the Equipment and/or Third Party Hardware at the expiration of the Initial Term ["FMV"]), plus all applicable Taxes.
 - b) **RENEWAL.** If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease rates listed in the most recent Master Agreement Price List(s) posted on the NASPO ValuePoint website.
 - c) **LEASE TERMINATION.** With the exception of a Capital Lease arrangement, or unless exercising the purchase option on a FMV Lease, a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or Xerox may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
- 11. DEFAULT & REMEDIES.**
 - a) **Default.** The Purchasing Entity will be in default under this Agreement if (1) Xerox does not



receive any payment within 15 days after the date it is due (45 days after date of invoice), or (2) you breach any other obligation in this with Xerox as stated under the NASPO ValuePoint Master Agreement. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment and Third Party Hardware and require immediate payment of the early termination charges pursuant to the NASPO ValuePoint Master Agreement.

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

GENERAL TERMS & CONDITIONS:

13. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR DUE TO NON-APPROPRIATION OF FUNDS, PER THE MASTER AGREEMENT. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

14. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

15. TITLE & RISK OF LOSS AND INSURANCE. Until you exercise your Purchase Option: (a) title to Equipment and Third Party Hardware will remain with Xerox; (b) Equipment and Third Party Hardware will remain personal property; (c) you will not attach the Equipment or Third Party Hardware as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware, or file or permit to be filed any lien against the Equipment or Third Party Hardware; and, (e) you will not make any permanent alterations to the Equipment or Third Party Hardware. For Equipment installed by Lessor, Risk of Loss will pass to you upon acceptance and for Equipment designated as "Customer Installable" or "drop-shipped", the Equipment delivery date. You are required to insure the equipment while installed.

SOLUTIONS/SERVICES:

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

PRICING PLAN/OFFERING SELECTED:

3. **TERM.** This Agreement is valid when accepted by Xerox. The initial Term for each Product and/or Third Party Product will commence upon: (i) the delivery of customer-installable Product and/or Third Party Product; or (ii) the acceptance of Xerox-installable Product and/or Third Party Product ("Commencement Date") and will continue for the number of full calendar months shown as "Rental Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30-day month. During a renewal term, either party may terminate the Equipment and/or Third Party Hardware upon at least 30 days' notice. Upon termination, you will make the terminated Products and/or Third Party Products available for removal by Xerox. At the time of removal, the Equipment and/or Third Party Hardware will be in the same condition as when delivered (reasonable wear and tear excepted).
4. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
5. **DELIVERY, REMOVAL & RELOCATION.** With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox

will be responsible for standard delivery charges for Equipment and for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; for any Equipment relocation and all charges for delivery, removal and relocation of Third Party Hardware, Relocation of Xerox-owned Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

- 6. TERMINATION.** You may terminate this Agreement at any time upon 30 days' notice and payment of (1) all amounts then due, plus interest from the due date until paid at the rate of 1% per month, and (2) all remaining Minimum Payments, not to exceed three such payments. You will make the Products and/or Third Party Hardware available for removal when requested to do so by Xerox, and the Products and/or Third Party Hardware must be returned in the same condition as when delivered, reasonable wear and tear excepted.
- 7. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment and Third Party Hardware and require immediate payment of all amounts as described under the NASPO ValuePoint Master Agreement. You will make the Equipment and Third Party Hardware available for removal when requested to do so by Xerox or the third party vendor, and the Equipment and Third Party Hardware must be returned in the same condition as when delivered (reasonable wear and tear excepted), together with any related software. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

ADDITIONAL TERMS:

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

Attachment 4 Purchase and Maintenance Agreement

SOLUTION/SERVICES:

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

PRICING PLAN/OFFERING SELECTED:

3. **COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. Time periods applicable for each unit of Product or Third Party Product will commence upon: (a) delivery of customer-installable Product or Third Party Product; or (b) acceptance of Xerox-installable Product or Third Party Product. If Xerox is providing Maintenance Services or Software Support for the Product or Third Party Product, the initial Term for Maintenance Services or Software Support will expire on the final day of the last full calendar month identified on the face of this Agreement. If maintenance services or software support for any Third Party Product is being provided by a third party service provider, the term for maintenance services or software support will expire as agreed upon in the third party service provider's maintenance and/or support agreement.
4. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
5. **DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Charges for delivery, removal and relocation of Third Party Hardware are your responsibility. Relocation of Xerox-owned Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.
6. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days after the date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default Xerox will apply all the default and remedies terms and provisions of the NASPO ValuePoint Master Agreement will apply.

SOLUTIONS/SERVICES:

- 1. PRODUCTS.** "Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

1. MAINTENANCE SERVICES.

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

PRICING PLAN/OFFERING SELECTED:

- 2. 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.
- 3. PAYMENT.** If the invoice displays a due date, payment must be received by Xerox on or before the due date. Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
- 4. PREPAYMENT.** You may prepay the remaining principal balance on the installment purchase of Equipment, thereby eliminating future finance charges.
- 5. DELIVERY, REMOVAL & RELOCATION.**
With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and, for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be

ATTACHMENT 5: Xerox Installment Sale Agreement



responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; (b) any Equipment relocation; and (c) all charges for delivery, removal and relocation of Third Party Hardware. Relocation of Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

6. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days 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:

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

8. **INSTALLMENT SALE.** The table below outlines the financial details associated with this Agreement.

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

ATTACHMENT 6: Xerox Maintenance Agreement

SOLUTION/SERVICES:

1. **PRODUCTS.** Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

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

PRICING PLAN/OFFERING SELECTED:

3. **COMMENCEMENT & TERM.** This Agreement will commence upon acceptance by Xerox and expire on the final day of the last full calendar month identified on the face of this Agreement. If maintenance services or software support for any Third Party Product is being provided by a third party service provider, the term for maintenance services or software support will expire as agreed upon in the third party service provider's maintenance and/or support agreement.

4. **PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.

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



SERVICES MASTER AGREEMENT

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

AGREEMENT STRUCTURE

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

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

DEFINITIONS MODULE

1. DEFINITIONS

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

- a. **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- b. **Agreement** means this Services Master Agreement. This Agreement may also be referred to in ordering and contracting documents as a “Services and Solutions Agreement” or “SSA.”
- c. **Amortized Services** means certain services such as consulting and training, the Charges for which are amortized over the term of an Order.
- d. **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.
- e. **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.
- f. **CPI Adjustment Percentage** means the CPI-U (Consumer Price Index for All Urban Consumers).
- g. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- h. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.
- i. **Confidential Information** shall have the meaning set forth in Section 2.10.
- j. **Consumable Supplies.** Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as “Phaser”, only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and staples.
- k. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, workspace, facilities, services and other assets owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and Existing Software) that Customer makes available to Xerox to enable Xerox to fulfill its obligations under an Order.
- l. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.

- m. **Customer Information** means documents, materials, and information (including Private Information) belonging to Customer that Customer provides to Xerox for Xerox to provide Products and Services under an Order.
- n. **Date of Installation** means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date.
- o. **Description of Services or DOS** means a document attached to an Order which references the applicable Services Contract number and specifies the Products and/or Services provided under such Order.
- p. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- q. **Documentation** means all manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services.
- r. **Effective Date** means the date this Agreement is signed by Xerox.
- s. **Eligible Affiliate** means a domestic Customer Affiliate that has met Xerox's credit requirements for ordering Services, Maintenance Services and/or Products under this Agreement.
- t. **Equipment** means Xerox-brand equipment.
- u. **Excluded Taxes** means (i) taxes on Xerox's income, capital, and employment, (ii) taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Agreement.
- v. **Existing Equipment** means devices which are leased, rented or owned by the Customer outside of this Agreement, which are used to provide Services, and which remain subject to the terms and conditions of the agreements under which they were originally acquired.
- w. **Existing Software** means software licensed by the Customer outside of this Agreement and which is used to provide the Services and which remains subject to the terms and conditions of the agreements under which it was originally acquired.
- x. **Feature Releases** means new releases of Software that include new content or functionality.
- y. **Force Majeure Event** means a circumstance beyond a party's reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity.
- z. **Funds** means collectively Amortized Services and Third Party Funds.
- aa. **Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to a party as of the Effective Date or that may be created by a party after the Effective Date. Xerox's Intellectual Property includes, without limitation, Software, Remote Product Info and Xerox Tools.
- bb. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as "Maintenance Releases" or "Updates."
- cc. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- dd. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a "Module." The Modules under this Agreement are the DEFINITIONS, GENERAL, SERVICES, EQUIPMENT, EQUIPMENT PURCHASE, MAINTENANCE SERVICES and SOFTWARE LICENSE Modules.
- ee. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items, recurring separate charges and usage based charges (as such items or charges, as applicable, are defined on an Order) are billed separately from the MMC.
- ff. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing

will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement), an eCommerce Order (which is used solely for electronic ordering through an eCommerce Portal as defined and described in Section 2.16), or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

- gg. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- hh. **Private Information** means Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Non-Public Personal Information ("NPI") as defined by the Gramm-Leach Bliley Act ("GLBA") and equivalent categories of protected health and financial information under applicable state Privacy Laws.
- ii. **Products** means Xerox Products and/or Third Party Products supplied by Xerox and provided to Customer pursuant to an Order.
- jj. **Purchase Order or PO** means a document containing the applicable Services Contract number that is issued by Customer to Xerox for Order entry purposes only.
- kk. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- ll. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Products and/or Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- mm. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- nn. **Services** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.
- oo. **Services Contract** means the applicable terms and conditions of this Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.
- pp. **Services Software** means software products used to provide certain Services (both a server component and/or client component to be installed on end user's workstations, mobile devices and/or laptops) that may include one or more of the individual software modules identified on a Statement of Work or Order.
- qq. **Software** means Services Software, Base Software and Application Software.
- rr. **Statement of Work or SOW** means a document which references the applicable Services Contract number and specifies the details of a particular transaction where Customer wishes to acquire Services, Maintenance Services and/or Products from Xerox under this Agreement.
- ss. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.
- tt. **Taxes** means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.
- uu. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.
- vv. **Third Party Hardware** means non-Xerox brand equipment.
- ww. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.

- xx. **Third Party Software** means non-Xerox brand software.
- yy. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transactional-based gross receipts, and privilege Taxes.
- zz. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.
- aaa. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

GENERAL MODULE

2. GENERAL

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

2.1. Agreement Structure

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master services agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Eligible Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.
- b. **Orders and Services Contracts.**
 - i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by an Eligible Affiliate, such Eligible Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose.
 - ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number followed by a three-digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.
 - iii. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a "writing" or "in writing;" (b) "signed" by the Customer; (c) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.

2.2. CHARGES, PAYMENT AND DEFAULT

- a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's overtime rates, per the NASPO ValuePoint Master Agreement, will apply to Services requested and performed outside Customer's standard working hours.
- b. **Payment.** Customer agrees to pay Xerox all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account within 30 days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment. If Customer disputes any amount included in an invoice, then (i) Customer must notify Xerox of the dispute in writing, (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within 30 days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.

- c. **Default.** Customer will be in default if Xerox does not receive any payment within 15 days after the date it is due, or if Customer breaches any other obligation under this Agreement. If Customer defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/ or Consumable Supplies), may require immediate payment of (1) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1% per month (or the maximum rate or amount allowed under applicable law, whichever is less), and (2) any early termination charges set forth in the Master Agreement or in the applicable Services Contract and/or Order(s).

2.3. RESERVED.

2.4. Customer Responsibilities

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

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

2.5. Warranties

- a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:
 - i. it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;
 - ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and
 - iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.
- b. **Xerox Warranties.**
 - i. Services Performance. Xerox agrees to perform the Services in a professional manner, consistent with applicable industry standards. Xerox will re-perform any Services not in compliance with this representation and brought to Xerox's attention in writing within 30 days after such Services are performed.

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

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

2.6. Intellectual Property

- a. Xerox Tools may be used by Xerox to provide certain Services, as set forth in an Order or a Statement of Work. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in an SOW where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Remote Product Info and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.
- b. Each party will retain ownership of its Intellectual Property. Each party grants the other a limited, non-exclusive, royalty-free right and license to use the other party's Intellectual Property (excluding the Xerox Tools) in the U.S. only to the extent necessary for such party and its designees to receive the benefit of, and/or, fulfill its obligations under this Agreement. Neither party will (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Intellectual Property of the other or, (ii) allow others to engage in same, except as permitted by applicable law or as expressly permitted under this Agreement or the applicable SOW.
- c. The parties acknowledge and agree that no Intellectual Property will be created or transferred under this Agreement. If the scope of the parties' relationship changes to include creation or transfer of Intellectual Property, that activity will be addressed in a separate written agreement.
- d. If the Products or Services are configured to provide output (excluding Remote Product Info), including modification or transformation of Customer Information, Customer shall be the sole owner of any such output

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

2.7. Reserved.

2.8. Limitation of Liability

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION 2.8(c), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **LIMITATION ON RECOVERY.** SUBJECT TO SECTION 2.8(c), THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION 2.8(b) SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.
- c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION 2.8 SHALL NOT APPLY WITH RESPECT TO:
 - i. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;
 - ii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR
 - iii. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

2.9. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a term of <<Enter Term>> months. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products owned by Xerox and/or Xerox Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Agreement is terminated, each Services Contract in effect at such time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason other than Appropriation of Funds, or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds.

2.10. Confidentiality

- a. **Obligations.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential. The terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, are Confidential Information of Xerox and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written

consent. Any services procedures manuals and Xerox's Intellectual Property are Xerox Confidential Information. Private Information is Customer's Confidential Information. Confidential Information may only be used for the purposes of receiving the benefit of or fulfilling obligations under this Agreement, and shared with employees, agents or contractors with a need to know such information to support the foregoing purposes. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency; provided, however, as to a requirement to disclose Confidential Information per clause (4), that party will (x) notify the disclosing party of the obligation to make such disclosure, and (y) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.

- b. **Residual Rights.** Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.

2.11. Data Protection/Privacy

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

2.12. RESERVED.. 2.13. RESERVED.

2.14. RESERVED. 2.15. Miscellaneous

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.
- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.
- d. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.
- e. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those stated in this NASPO ValuePoint Master Agreement.
- f. **Order of Precedence; Entire Agreement.** This SMA is part of the NASPO ValuePoint Master Agreement including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, and constitutes the entire agreement between the parties as to the subject matter and supersedes

all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be as outlined in the NASPO ValuePoint Master Agreement. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **2.6** (Intellectual Property); (2) Section **2.8** (Limitation of Liability); and (3) Section **2.10** (Confidentiality) will prevail over conflicting provisions in any other section of this Agreement.

2.16. eCommerce Portal

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

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

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

SERVICES MODULE

3. TERMS AND CONDITIONS SPECIFIC TO SERVICES

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

3.1. Scope of Services

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay. Xerox grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services only for the purpose of such Customer and its designees receiving the benefit of the Services set forth in the applicable SOW.

3.2. Charges for Services

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

3.3. Use of Subcontractors

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

Services were performed by Xerox.

3.4. Services Scope Changes

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

3.5. Early Termination of Services and Labor

Except as otherwise set forth in a Services Contract, upon 30 days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges except as set forth in the next sentence. Notwithstanding the foregoing, if any such Services or labor provided under an Order are terminated (a) by Xerox due to Customer's default or (b) by Customer and Customer acquires similar services from another supplier within 6 months of the termination of such Services or labor, Customer shall pay all amounts due as of the termination date, together with the early termination charges as outlined in the NASPO ValuePoint Master Agreement.

EQUIPMENT MODULE

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

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

4.1. Term and Date of Installation

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

4.2. Delivery and Removal and Suitability of Customer Facilities

With the exception of Group C, and Sub-Groups C1 and C2, Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware, and for Equipment and Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges will be at Customer's expense. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

4.3. Reserved.

4.4. Reserved.

4.5. Use and Relocation

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

4.6. Supplier Equipment Provided

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

- a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. If for any reason whatsoever, this transaction is re-characterized as a secured financing, you are deemed to have granted to Xerox a first priority security interest in the Supplier Equipment in order to secure your performance under this Agreement. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to the Supplier Equipment.
- b. Customer will promptly notify Xerox, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The risk of loss or damage to the Supplier Equipment shall pass to Customer upon acceptance and/or for drop-shipped equipment upon delivery to the site where Xerox performs the Services and/or Maintenance Services and/or provides Products, as applicable. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- c. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):
 - i. sell, charge, let or part with possession of the Supplier Equipment;
 - ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or
 - iii. make any changes or additions to the Supplier Equipment.
- d. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per 4.1 above). Except in the case of Non-appropriation of funds, If Equipment is terminated for any reason before the end of its minimum order term, the following termination charges shall apply: With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty- five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

4.7. Reserved.

4.8. Reserved.

4.9. Removal of Hazardous Waste

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

EQUIPMENT PURCHASE MODULE

5. TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

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

5.1. Order

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

5.2. Title and Risk of Loss

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

5.3. Default

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

5.4. Maintenance Services for Purchased Equipment

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

5.5. Agreement Provision Exclusions

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

MAINTENANCE SERVICES MODULE

6. TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

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

6.1. Maintenance Services

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

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

6.2. Repairs and Parts

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

6.3. Hours and Exclusions

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

6.4. Installation Site and Meter Readings

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

6.5. Remedy

Xerox will, for 5 years after the installation date of the initial unit or the initial term of the Order, whichever is longer, replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its

provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days' written notice to the other party.

6.6. End of Service

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

SOFTWARE LICENSE MODULE

7. TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

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

7.1.

Third Party Software

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

MANAGED PRINT SERVICES

STATEMENT OF WORK

FOR

[CUSTOMER NAME GOES HERE]

Xerox Services Contract Number

xxxxxxx-xxx

DRAFT

SOW Version Date

xx/xx/xxxx



Table of Contents

1 Description of Services 4

1.1 Executive Summary..... 4

1.2 Key Dates 4

1.3 In-Scope Devices 4

2 Definitions..... 4

3 Transition..... 6

3.1 Transition Delay..... 6

3.2 Customer Transition Responsibilities..... 6

3.3 Project Management..... 6

3.4 Xerox Service Desk Workflow Implementation 7

3.5 Equipment Certification 7

3.6 Xerox Tools 7

3.7 Final Service Operations Preparation Activities 9

3.8 Cultural Change Management..... 9

4 Transformation..... 10

4.1 Transformation Delay..... 10

4.2 Transformation Preparation 10

4.3 Assessment..... 10

4.4 Transformation Design 11

4.5 Transformation Scheduling..... 12

4.6 Delivery, Installation, and Removal 12

4.7 End User Education..... 14

5 Service Operations 14

5.1 Governance and Performance 14

5.2 Service Level Management..... 15

5.3 Reporting..... 15

5.4 Xerox Service Desk Support 15

5.5 Break Fix Management 17

5.6 Supplies Management..... 18

5.7 Move, Add, Change, and Dispose (MACD)..... 20

5.8 Equipment Security..... 22

5.9 Accessing Xerox Service Features..... 23

5.10 Accessing Xerox Advanced Analytics 25

6 Site and Device Listing..... 26

6.1 Site Listing 26

6.2 Devices 26

6.3 Equipment Deployment Schedule (Quantity) 26



6.4 In-Scope Third Party Hardware 27

EXHIBIT A: DEVICE DATA ELEMENTS 28

EXHIBIT B: FEE SCHEDULE 29

EXHIBIT C: RESOURCES 30

SCHEDULE A: XEROX® PRINTER SECURITY AUDIT SERVICE (“XPSAS”)..... 34

1 Description of Services

1.1 Executive Summary

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

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

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

1.2 Key Dates

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

1.3 In-Scope Devices

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

2 Definitions

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

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

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

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

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

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

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

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

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

Managed Print Services Statement of Work



Customer Caused Delay – Customer, or Customer's agents', failure to perform or facilitate completion of the Customer accountable Transition or Transformation activities outlined in this SOW, which result in elongating the Transition and / or Transformation project schedule as documented in the Project Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Managed Print Services Statement of Work



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

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

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

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

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

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

Third Party Hardware – Non-Xerox brand devices.

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

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

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

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

3 Transition

3.1 Transition Delay

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

3.2 Customer Transition Responsibilities

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

3.3 Project Management

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

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

ID	Activity	Accountable
1.	The Parties shall each provision a Project Manager to deliver the Services	Xerox and Customer
2.	Provision of other resources to work with Xerox to ensure that the Services and processes shall be enabled during Transition and Transformation	Customer
3.	Develop Project Plan	Xerox and Customer
4.	Provide final Project Plan to Customer. This plan will detail the timeline, obligations of the Parties and activities for the intended roll out of Transformation for all Sites	Xerox
5.	Execute the Project Plan activities as defined	Xerox and Customer

Managed Print Services Statement of Work



6.	Conduct Transition and Transformation project review meetings Such meetings shall include: - Status on roll-out plan - Status on action and issues logged - Decisions that need to be made - Risks assessed - Communication plan and any other relevant subjects	Xerox and Customer
7.	Attend Transition and Transformation project review meetings	Xerox and Customer
8.	Provide escalation protocol detailing contact names and escalation flow	Xerox and Customer
9.	Construction and provision of End User communication. Xerox will advise Customer on best practices	Customer

3.4 Xerox Service Desk Workflow Implementation

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

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

3.5 Equipment Certification

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

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

3.6 Xerox Tools

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

Managed Print Services Statement of Work



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.

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

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

3.6.2 Xerox Tools Connectivity

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

3.6.2.1 Connectivity – Xerox Tools (Hosted) Application(s)

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

3.6.3 Xerox Tools Update(s)

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

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

Managed Print Services Statement of Work



ID	Activity	Accountable
6.	Prior to any update of Xerox tools, ensure appropriate backup of data and application servers, or other supporting applications	Customer

3.6.4 Backup and Support for Xerox Tools Servers

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

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

3.7 Final Service Operations Preparation Activities

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

3.8 Cultural Change Management

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

ID	Activity	Accountable
1.	Provide generic communication samples and templates to support the change management efforts	Xerox
2.	Review, amend and/or develop content of all communications	Customer
3.	Determine communication methods, options and distribution timelines	Customer
4.	Develop communication plan and appropriate timeline	Customer

Managed Print Services Statement of Work



ID	Activity	Accountable
5.	Update electronic communication templates such as posters, labels, etc. with Customer provided logo's	Customer
6.	Provide input, develop content, review and approve proofs of the communication collaterals	Customer
7.	Produce and distribute electronic and/or hard-copy communications to End Users	Customer

4 Transformation

4.1 Transformation Delay

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

4.2 Transformation Preparation

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

4.3 Assessment

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

ID	Activity	Accountable
1.	Conduct an Assessment for each Xerox Responsible Site, either remotely via the Xerox Tools, or physically at Site as determined by Xerox, to collect the required Device Data Elements	Xerox
2.	Conduct an Assessment for each Customer Responsible Site, to collect the required Device Data Elements	Customer
3.	Use the Device Data Elements from Assessments to create Site Plan recommendations	Xerox
4.	Import asset data and complete the linking of Devices with the Xerox Tools	Xerox
5.	Provide the asset tags to be used for the Assessments and asset tagging process	Xerox
6.	Enter all Device Data Elements into the appropriate Xerox Tools	Xerox
7.	Provide Site Contact name and phone number for each location. Personnel should be available to support Assessments as necessary	Customer

Managed Print Services Statement of Work



ID	Activity	Accountable
8.	Provide digital floor plan for each location in .jpg, .bmp, or .tif format. If digital floor plan is not available, a digitized version of evacuation map is acceptable. Customer will provide digital maps to Xerox no less than two (2) weeks prior to the Assessment and asset tagging activities described below	Customer

4.3.1 Xerox Responsible Assessment Site(s)

The Parties shall mutually agree to the Project Plan for Xerox Responsible Assessment Sites and the governance process for capturing the asset information. Xerox will schedule resources to complete the Assessment and asset tagging of Devices for those Sites containing **thirty (30)** or more Devices ("**Xerox Responsible Assessment Sites**") as identified in Site Listing table.

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

4.3.2 Customer Responsible Assessment Site(s)

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

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

4.3.3 Xerox Tools Device Data Elements

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

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

4.4 Transformation Design

4.4.1 Site Plan Design

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

- Asset Disposition List

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

Managed Print Services Statement of Work



4.4.2 Site Plan Review Process

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

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

4.5 Transformation Scheduling

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

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

4.6 Delivery, Installation, and Removal

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

Managed Print Services Statement of Work



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

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

ID	Activity	Accountable
1.	Deliver new Equipment to the Customer designated receiving areas, in accordance with the agreed deployment schedule and Site Plan	Xerox
2.	Validation / confirmation of Equipment deliveries	Customer
3.	Provide skilled On-Site resource to validate appropriate space, network, electrical and phone requirements	Customer
4.	Assist and enable Xerox to deliver Equipment to the designated receiving areas	Customer
5.	Provide Xerox with all Site-specific delivery restrictions and instructions in advance of the Equipment delivery date, such that the Project Schedule for the Site(s) is not delayed or negatively impacted	Customer
6.	Move Equipment from designated receiving areas to specific install locations per agreed to Site Plan	[Xerox or Customer]
7.	Remove out of scope customer owned and/or leased devices from the Output Environment	[Xerox or Customer]
8.	Provide Site access to Xerox for scheduled delivery and installation of Equipment	[Xerox or Customer]
9.	Install Equipment and configure to the baseline Equipment settings mutually agreed to and documented prior to installation. Connect to power supply, attach appropriate peripherals, load of initial paper (provided by Customer), perform initial testing of basic Equipment features (including duplex and finisher if applicable). Removal and disposal of associated packaging materials	[Xerox or Customer]
10.	Configuration of Network-Attached Equipment to the network, including providing all LAN connections, connection of the Devices to network and phone ports, assignment of IP addresses or Host names, and set up the print queues. This includes approving Xerox printer drivers and install drivers on the server	Customer
11.	Connect new Equipment to Xerox Tools	Xerox
12.	Distribute, load, and configure the print driver(s) to the appropriate workstations	Customer
13.	Application printing testing following Device set up is a 'Key User' responsibility. Should Key User experience any issue during testing, User should raise Service Incident for resolution	Customer
14.	Update and configuration of the print queues and test the printing of the Equipment	[Xerox or Customer]
15.	Authenticate with badge if applicable	Customer
16.	Tag existing devices identified for disposal	[Xerox or Customer]
17.	Move / Remove existing devices (Customer-owned or leased) Note: Customer may request Xerox removal of Customer-owned or leased devices for placement in a Customer-provided On-Site secure storage area. Such requests will be subject to additional charges, which will be quoted upon request	[Xerox or Customer]

Managed Print Services Statement of Work



ID	Activity	Accountable
18.	Customer shall have thirty (30) days from completion of Transformation to remove all existing devices tagged for disposal and provide validation to Xerox, so Xerox can update the Xerox Tools database. Once an existing device is disposed, said existing device cannot be re-used within the Output Environment without prior written agreement by Xerox, via the Change Control Process	Customer

4.7 End User Education

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

5 Service Operations

5.1 Governance and Performance

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

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

5.1.1 Operational Reviews

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

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

5.1.2 Quarterly Business Reviews

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

Managed Print Services Statement of Work



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

5.1.3 Management Structure

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

5.2 Service Level Management

See the Agreement for Service Level Agreements (SLAs).

5.3 Reporting

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

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

5.3.1 Standard Reports

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

5.4 Xerox Service Desk Support

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

5.4.1 Xerox Service Desk

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

5.4.2 Standard Xerox Service Desk Service Elements

ID	Service Elements	Accountable
1.	Standard Operating Hours: Business Hours	Xerox

Managed Print Services Statement of Work



ID	Service Elements	Accountable
2.	Language(s) Provided: English. Other languages may be available at additional cost	Xerox
3.	Reactive Services: Xerox will provide the following means for Customer to initiate Service Incidents: - Telephone call - Xerox Services Portal (XSP) or Fleet Management Portal (FMP) - Xerox Support Assistant (XSA)	Xerox
4.	Proactive Services: Xerox will proactively monitor the Network-Attached Devices for Supply and Break Fix alerts remotely, using Xerox Tools, which will auto-generate Service Incidents	Xerox

5.4.3 Proactive Service Incidents

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

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

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

5.4.4 Reactive Service Incidents

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

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

5.5 Break Fix Management

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

5.5.1 Third Party Hardware (if applicable)

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

ID	Activity	Accountable
1.	Perform maintenance on supported, Devices, including warranty and non-warranty parts and labor	Xerox
2.	Determine when and if a Device is to be repaired, replaced, or eliminated and communicate such change to Customer	Xerox
3.	Provide Break Fix Service Incident dispatching Services when required	Xerox
4.	Perform parts procurement	Xerox
5.	Perform OEM-required maintenance on Devices, except for (i) older model OEM Devices with limited or no parts availability; (ii) Devices where it is no longer economically viable to repair such Device; or (iii) warranty services on Devices leased from third parties	Xerox
6.	Responsible for the following: - provide a single point of contact (typically the Operations Executive with sign-off authority) to work with Xerox to authorize out of scope services - provide written Customer internal escalation procedures to be used by Xerox - provide reasonable accessibility to each Site - provide End User contact information and support for remote problem determination and resolution efforts - replacement of Device cartridge-based maintenance kits and components designated as End User replaceable by the OEM - clear any non-repetitive papers jams, and replenish paper - cleaning user interface surfaces - any printing issues and Faults not caused by a Hard Device Failure	Customer

5.5.2 On-Site Maintenance Services

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

The On-Site Maintenance Services shall:

- Understand common fault codes and correct them
- Diagnose and correct common image quality problems
- Perform color balancing and color printer calibration, when required
- Promote Break Fix Service Incident avoidance, including use of web-based applications that provide self-help, troubleshooting guidelines, and other technical resources for problem resolution
- Clean Devices and distribute Customer-inventoried Supplies to the On-Site Maintenance Services supported Sites described below

Managed Print Services Statement of Work



- For every On-Site Maintenance Services supported Site, receive Supplies from Customer, and distribute Supplies to respective End Users. Receiver is responsible and shall be responsible for any post-delivery delays that may result in a Device running out of a given Supply
- For every On-Site Maintenance Services supported Site, properly dispose of used cartridges according to federal, state, and local regulations
- Be available to the Customer during Business Hours
- Support up to [enter #] Devices
- See Site Listing for Sites serviced under On-Site Maintenance Services

5.5.3 On-Site Technical Services

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

The On-Site Technical Services shall:

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

5.5.4 On-Site Activities and Storage Areas

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

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

5.5.5 Environmental Health and Safety

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

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

5.6 Supplies Management

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

Managed Print Services Statement of Work



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

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

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

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

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

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

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

The Xerox Supplies return process is fully described at:

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

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

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

Upon expiration or termination of the Services, Customer shall, at Xerox's option and expense, return any unused Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.

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

5.7 Move, Add, Change, and Dispose (MACD)

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

5.7.1 Move

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

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

5.7.2 Add (Device)

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

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

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

5.7.3 Add (Proposed Site)

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

- geographic location
- number of End Users at the new site
- Device requirements (applications, special printing, etc.)

Managed Print Services Statement of Work



- general site contact information
- list of devices currently at the site
- digital floor map(s)

ID	Activity	Accountable
1.	Coordinate an Assessment, conducted by Xerox and/or Customer of the proposed site and request further information from Customer, if necessary	Xerox
2.	Provide a complete Assessment, including Impression Volumes generated by the devices at each proposed site	[Xerox or Customer]
3.	Conduct a site analysis and create a financial model for each proposed site	Xerox
4.	Issue recommendations to add proposed site under this SOW, with a financial proposal based on the information gathered during the Assessment, including device refresh and implementation timeline	Xerox

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

5.7.4 Change

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

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

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

5.7.5 Dispose

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

ID	Activity	Accountable
1.	Disposal of all Xerox-owned devices	Xerox
2.	Fulfill remaining obligations associated with any removed / disposed existing Xerox-owned devices according to the terms and conditions of the agreement between Xerox and Customer under which the existing Xerox-owned devices were acquired by Customer	Customer

Managed Print Services Statement of Work



ID	Activity	Accountable
3.	Responsible for disposal and removal of Customer-owned devices and of third party legacy devices including pick-up, storage, recycling, insurance, etc.	Customer
4.	Upon final removal of the devices, provide a list of devices that have been disposed (with serial numbers) to the Xerox operations team	Customer
5.	Update the asset management database throughout the disposal process, tracking devices that are in storage for disposal and those that have been disposed (if required)	Xerox
6.	Tag devices designated for disposal based on the MACD process set forth herein	Xerox

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

5.8 Equipment Security

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

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

5.8.1 Additional Security Requirements

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

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

5.8.2 Virus Protection

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

5.8.3 Data Security

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

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

5.8.3.1 Data Security - Hard Drive Removal

Prior to removal from the Customer's Output Environment, Xerox may, for an additional fee, remove the hard drive from Equipment and provide to Customer for erasure or destruction. Customer will not be charged for hard drive removal

Managed Print Services Statement of Work



during a Break-Fix event. Customer is responsible for the proper disposal of the removed hard drive once delivered to Customer.

5.8.4 Equipment Base Software Updates

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

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

5.9 Accessing Xerox Service Features

5.9.1 Xerox Services Portal

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

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

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

5.9.1.1 General Assumptions for the Xerox Services Portal:

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

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

5.9.1.2 Advanced Features for the Xerox Service Portal:

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

Managed Print Services Statement of Work



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

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

5.9.2 Fleet Management Portal (FMP)

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

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

5.9.2.1 General Assumptions for Fleet Management Portal (FMP):

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

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

5.9.3 Xerox Support Assistant (XSA)

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

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

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

ID	Activity	Accountable
1.	Define the authorization level for creating Break Fix and Supplies Service Incidents and/or submitting Impression Volumes (meter reads): [All End Users <u>or</u> XSA Authorized End Users] Note: "XSA Authorized End Users" are End Users with Equipment system admin rights	Customer

Managed Print Services Statement of Work



ID	Activity	Accountable
2.	Designate the serial numbers / portion of the Equipment fleet to implement Xerox Support Assistant	Customer
3.	Remotely configure the XSA – SNMP String for each unit of Equipment – Configure “Create Service Incidents” – Configure “Create Supply Incidents” – Configure “Submit Impression Volumes” (meter reads) Note: See Section 4.6 for remote access requirements.	Xerox
4.	Create and submit Break Fix and Supply Incidents as needed	Customer
5.	Submit Impression Volume (meter reads) when requested by Xerox	Customer
6.	Update and maintain XSA Authorized End Users during Service Operations	Xerox and Customer

5.10 Accessing Xerox Advanced Analytics

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

The Advanced Analytics are a derivative work of the Xerox Tools that allow Customer to independently obtain desired Services. Notwithstanding anything in the Agreement, Xerox grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to use the Advanced Analytics solely to display, in the form of charts, graphs, maps and other visual representations, data collected by the Xerox Tools regarding the behavior, use, operation or performance of one or more Devices identified in the Site and Device Listing section.

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

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

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

5.10.1 Terms of Use

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

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

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

5.10.2 General Assumptions for the Advanced Analytics:

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

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

5.10.3 System Requirements for the Advanced Analytics:

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

6 Site and Device Listing

6.1 Site Listing

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

Table 6-1: Site Listing

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

6.2 Devices

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

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

6.3 Equipment Deployment Schedule (Quantity)

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

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

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



Table 6-3: Retained Equipment by Quantity

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

6.4 In-Scope Third Party Hardware

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

Manufacturer	Model	Quantity

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

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

EXHIBIT A: DEVICE DATA ELEMENTS

Table A-1: Xerox Tools Device Data Elements*

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

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

EXHIBIT B: FEE SCHEDULE

Table B-1 – Ad Hoc Fee

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

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

EXHIBIT C: RESOURCES

Table C-1: Customer Resources

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

Managed Print Services Statement of Work



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

Managed Print Services Statement of Work



Customer Resource Role	Scope of Responsibilities	Time Commitment	When Required
Communication and Change Management Leader	Develop and implement a Cultural Change Management and communication plan to facilitate the introduction of Services to the End Users. Has decision-making authority over employee communications	As required to enable achievement of the Project Schedule	Effective Date
Information Security Personnel	Provide Xerox with information security policies and procedures relevant to delivery of Services	As required to enable achievement of the Project Schedule	Effective Date

Table C-2: Xerox Resources

Xerox Resource Role	Scope of Responsibilities	Time Commitment	When Required
Transition Executive	Executive-level responsibility and accountability for the Transition and Transformation phases. First executive-level point of escalation for issues, concerns, and decisions during Transition and Transformation. Peer to Customer Operations Executive	As required to meet the Project Plan	Effective Date
Transition / Project Manager	During Transition and Transformation, overall responsibility, and accountability for creating and leading the activities contained in the Project Plan; manages budget, schedule, and resources; conducts regular meetings with Customer; identifies and manages risks; manages overall relationship with the Customer Project Manager during Transition/Transformation. Peer to Customer Project Manager	As required to meet the Project Plan	Effective Date
Service Delivery Manager	Overall executive level responsibility and accountability for the contractual, financial, customer satisfaction, and service delivery relationship with the Customer from Effective Date through the end of Term. Peer to Customer Operations Executive and Contract Manager	As required	Effective Date
Xerox Service Desk Implementation Manager	Overall responsibility and accountability for Xerox Service Desk; has decision-making authority. Integrates Xerox Service Desk processes and systems with Customer's Services Help Desk processes and systems (if applicable). Manages day-to-day operations of Xerox Service Desk and relationship with Customer's Services Help Desk. Peer to	As required	Effective Date

Managed Print Services Statement of Work



Xerox Resource Role	Scope of Responsibilities	Time Commitment	When Required
	Customer's Services Help Desk Manager		
Accounts Receivable/ Billing Contact	Key interface to Customer Accounts Payable Contact. Addresses billing/invoicing questions and issues. Manages implementation of Customer-specific requirements to process invoices and payments according to SOW and Agreement terms	As required	Effective Date
Solution Architect	Overall responsibility and accountability for the solution architecture and design required to meet Customer requirements as stated in the SOW	As required	Effective Date

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

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

The Parties hereby agree as follows:

- 1. DEFINED TERMS** – Terms defined within the Agreement and the SOW and used herein shall have the meaning set forth therein unless expressly set forth otherwise below:

Compatible – SNMP-enabled and capable of communicating with and being discovered and monitored by the Xerox Tools.

Compliance – The adherence of In-Scope XPSAS Equipment to the Customer’s Security Requirements.

Compliance Review – XPSAS Security Compliance Dashboard provides the Customer and Xerox interactive views of In-Scope XPSAS Equipment compliance.

Configuration Set – The Customer-defined settings, by In-Scope XPSAS Equipment model, that comprise the Customer’s Security Requirements that are stored on and deployed from the Xerox Tools.

Critical Security Patch – A patch that resolves at least one (1) security problem with critical severity where the exploit is publicized external to Xerox and it exposes Customer networks, image data or PII (personally identifiable information) or CII (customer identifiable information).

Customer’s Security Requirements – The documented settings and policies, agreed to by the Parties and documented in this Schedule, which Xerox shall utilize to implement and maintain the In-Scope XPSAS Equipment.

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

Inspection (or “Inspect”) – The process of reviewing the XPSAS Security Compliance Dashboard for In-Scope XPSAS Equipment to determine current settings, and the Compliance of each to the Customer’s Security Requirements.

Xerox® Printer Security Audit Service (XPSAS) – Services provided by Xerox under this Schedule on In-Scope XPSAS Equipment, which include: (a) gathering and documenting the Customer’s Security Requirements; (b) configuring the Customer’s Security Requirements; (c) inspecting and presenting Compliance to the Customer’s Security Requirements via the XPSAS Security Compliance Dashboard; and (d) automatically remediating Compliance issues.

XPSAS-Eligible Equipment – The models of Equipment on which Xerox has the capability to provide XPSAS.

XPSAS Transition – The hardware, software, labor, and processes necessary to establish the infrastructure for XPSAS.

Remediation (or “Remediate”) – The act of automatically resolving or correcting In-Scope XPSAS Equipment that during the Inspection process are determined to be out-of-compliance.

Schedule Effective Date – The effective date of this Schedule shall be the effective date of the Order associated with this Schedule.

Schedule Services – The XPSAS services provided by Xerox as set forth in this Schedule, including Attachment A.

- 2. SERVICES DESCRIPTION** – Xerox Printer Security Audit Service (XPSAS) is a comprehensive Equipment security solution that incorporates risk mitigation services into an automated software tool. XPSAS brings automation and structure to In-Scope XPSAS Equipment security.

Further details of the Schedule Services are set forth in **Attachment A**.

Managed Print Services Statement of Work



- a. **Customer Acknowledgement:** Customer acknowledges and agrees that: Xerox shall have necessary and sufficient local and remote access to the network and server(s) where the Xerox Tools is installed for purposes of providing the Schedule Services under this Schedule. Necessary and sufficient access includes the following: Customer shall create and provide Xerox the necessary permissions and access to the Xerox Tools administration accounts, applications, infrastructure, directories, folders, and files required to properly administer and manage the Schedule Services. Customer shall, if required by Customer, provide Xerox with PC/laptop assets and any required remote access telecommunications and security mechanisms required to facilitate remote administration of the Schedule Services by Xerox. Customer further acknowledges and agrees that the Xerox Tools shall provide security compliance data to Xerox via email or other communication means; the Schedule Services and Xerox Tools are installed electronically unless otherwise stated in this Schedule.
3. **TERM** – This Schedule shall commence upon the Schedule Effective Date and, subject to Configuration, Certification, and Deployment occurring, shall be coterminous with the Term of the SOW, including any extensions or renewals of the SOW.
 - a. Termination: Either party may, upon ninety (90) days prior written notice to the other party, terminate the Schedule Services.
 - b. Effect of Termination: Upon termination or expiration of this Schedule (i) all rights to access the applicable Schedule Services cease; and (ii) Customer agrees to remove, and/or allow Xerox to remove or disable, the XPSAS policies within the Xerox Tools.
4. **CHARGES** – Charges for XPSAS on In-Scope XPSAS Equipment are set forth in the signed Order to which this Schedule is attached and are exclusive of any and all applicable Taxes. Charges shall begin being invoiced upon completion of XPSAS Transition.
5. **CHANGES** – To the extent that the Parties wish to add or make modifications to this Schedule, all such changes will be documented in a signed SOW Amendment attached to an Order.
6. **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO SCHEDULE SERVICES –**

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

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

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

Managed Print Services Statement of Work



ATTACHMENT A

SCHEDULE SERVICES DESCRIPTION

Table 1: XPSAS Service Description

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

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

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

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

Table 2: XPSAS– Key Settings Groups

XPSAS – Key Settings Groups		Key Settings Availability													
Categories	Settings Group	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Xerox Tested Base Software Version	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi	[Insert t Versi
Access and Control	Enable / Disable Password Reset														
	Set New Password														
	Enable 802.1x														

Managed Print Services Statement of Work



XPSAS – Key Settings Groups		Key Settings Availability											
	Enable 802.1x Password												
	Configure Scan to USB												
	Configure Print from USB												
	Create Self-Signed Digital Certificate (for In-Scope XPSAS Equipment)												
	Show / Hide IPv4 Address												
	Show / Hide Host Name												
Encryption	FIPS 140-2												
	Set User Data Encryption												
Hard Disk Drive Administration	Set Immediate Job Overwrite												
	Scheduled Image Overwrite												
	Frequency of Image Overwrite (D/W/M: Time)												
Base Software Upgrade	Enable / Disable Upgrade												
	Deployment (Equipment accepts XDM firmware push)												
Disable Services	Protocols												
	Scan Services Internet Fax, Scan to Home / Mailbox												
	McAfee Embedded Control												

XPSAS Transition

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

Managed Print Services Statement of Work



ID.	Activity	Accountable
1.	Complete Customer IT environment assessment (network connectivity, Active Directory (AD) integration, server specifications, etc.)	Xerox and Customer
2.	Customer shall create and provide Xerox the necessary permissions and access to the Xerox Tools administration accounts, applications, infrastructure	Customer
3.	Develop and document the In-Scope XPSAS Equipment configuration, password and firmware settings policies, schedule, notifications, etc.	Xerox and Customer
4.	Configuration requirements are documented for In-Scope XPSAS Equipment deployment	Xerox
5.	Configure In-Scope XPSAS Equipment configuration settings policy and schedule, notifications, etc.	Xerox
6.	Configure In-Scope XPSAS Equipment password policy and schedule, notifications, etc.	Xerox
7.	Configure firmware policy and schedule, notifications, etc. to automatically align Versalink/Altalink In-Scope XPSAS Equipment with the latest firmware available on xerox.com	Xerox
8.	Apply XPSAS policies to In-Scope XPSAS Equipment	Xerox
9.	Create Active Directory (AD) group	Customer
10.	Enable Active Directory (AD) group in the Xerox Tools with access to XPSAS Security Compliance Dashboard	Xerox
11.	Enable Xerox Tools XPSAS Security Compliance Dashboard and complete transition to Service Operations	Xerox

XPSAS Security Compliance Dashboard

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

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

Terms of Use:

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

Service Operations

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

ID.	Activity	Accountable
XPSAS		
1.	In-Scope XPSAS Equipment is automatically audited, remediated, and maintained using the Xerox Tools policies and schedules	Xerox

Managed Print Services Statement of Work



ID.	Activity	Accountable
2.	Upon notification of an automated remediation failure, a Service Incident shall be initiated to remotely triage and resolve the issue	Xerox

ATTACHMENT B

XEROX XPSAS TECHNICAL PREREQUISITES

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

Customer's Security Requirements for In-Scope XPSAS Equipment

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

Managed Print Services Statement of Work



In-Scope XPSAS Equipment Configuration Setting Group	Select the Applicable Option (Enable or Disable)	Setting Detail (if applicable)
HTTP	[Enable or Disable]	
LPR/LPD	[Enable or Disable]	
Microsoft Networking	[Enable or Disable]	
NetWare	[Enable or Disable]	
NFC	[Enable or Disable]	
Port 9100	[Enable or Disable]	
IPP	[Enable or Disable]	
SLP	[Enable or Disable]	
UPnP / SSDP	[Enable or Disable]	
IPv6	[Enable or Disable]	
POP3	[Enable or Disable]	
SMTP	[Enable or Disable]	
Mopria™ Discovery	[Enable or Disable]	
WSD (Web Services on In-Scope XPSAS Equipment)	[Enable or Disable]	
NTP	[Enable or Disable]	
Proxy Server	[Enable or Disable]	
Airprint	[Enable or Disable]	
Scan Services Internet Fax, Scan to Home / Mailbox	[Enable or Disable]	
McAfee Embedded Control	[Enable or Disable]	

END OF XEROX® PRINTER SECURITY AUDIT SERVICE SCHEDULE

END OF STATEMENT OF WORK FOR XEROX® MANAGED PRINT SERVICES

ATTACHMENT 9 - Xerox Print Services Agreement



1. **XPS SERVICES.** Xerox will provide the services identified in the attached Xerox Print Services Description of Services ("DOS") or Statement of Work ("SOW"), as applicable, ("XPS Services") for the devices identified in Exhibit B ("Managed Devices") to this Xerox Print Services Agreement ("XPS Services Contract").
2. **DEFINED TERMS.**
 - a. "Equipment Agreement" means the agreement between Client and Xerox under which Xerox provides "Maintenance Services" or "Basic Services" (as those terms are defined in the applicable Equipment Agreement) for a Xerox Contracted Device.
 - b. "Managed Device(s)" means the devices identified in Exhibit B of the XPS Services Contract.
 - c. "Services Commencement Date" means the date that Xerox reasonably determines that Break Fix Services and Supplies, as applicable, are available for the Managed Devices.
 - d. "Supplies" means toner or ink provided by Xerox for certain of the Managed Devices, as identified in Exhibit A.
 - e. "Xerox Contracted Device(s)" means a Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services under an Equipment Agreement.
 - f. "Xerox Work" means, collectively (i) items used or incorporated into the XPS Services, or developed or acquired by Xerox independent of performing the XPS Services, and (ii) items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing the XPS Services. All items of Xerox Work are Xerox trade secrets.
 - g. Capitalized terms not defined above or elsewhere in this XPS Services Contract shall have the meaning assigned to them in the Equipment Agreement(s), SOW, DOS or Exhibits hereto.
3. **SUPPLIES.** For Xerox Contracted Devices, Xerox will provide Consumable Supplies if required by the applicable Equipment Agreement. Except for Managed Devices identified in Exhibit B as "Service Only", Xerox will furnish the Supplies identified in Exhibit A. Supplies may be new, remanufactured or reprocessed. Supplies are Xerox's property until used by Client and Client will use them only with the Managed Devices. Upon request, Client will provide an inventory of Supplies in its possession. Upon expiration or termination of the XPS Services Client will, at Xerox's option and expense, return any unused Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.
4. **COMMENCEMENT & TERM.** The initial term of this XPS Services Contract will be {enter 36, 48, or 60} months from the Services Commencement Date. Neither party may terminate this XPS Services Contract during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 30 days prior written notice to the other party, terminate the XPS Services. In addition, Xerox will have the right to terminate this XPS Services Contract upon not less than 30 days written notice if the Services Commencement Date has not occurred, for any reason whatsoever, within 90 days after the date this XPS Services Contract is accepted by Xerox. The expiration or termination of this XPS Services Contract will not affect the Equipment Agreement(s), or any other agreement with Xerox under which Client acquired Xerox Contracted Device(s), each of which will remain in full force and effect until the end of its term.
5. **PRICING.** The pricing for XPS Services for the Managed Devices is identified in Exhibit A.
6. **INVOICING.** Client will be invoiced for XPS Services in a standard Xerox format. The Total Monthly Minimum Charge ("MMC") identified in Exhibit A is billed monthly in advance through the end of the month in which the termination effective date occurs. If the Services Commencement Date is other than the first day of a month, a prorated amount of the MMC will be billed for the first month, based on the number of days XPS Services were provided in such month. If a Managed Device is added to the XPS Services Contract during a month, billing of the Monthly Fee for such device will start with the next monthly invoice. If a Managed Device is removed from the XPS Services Contract during a month, billing of the Monthly Fee for such device will continue through the end of the month. The Excess Charge per Impression ("ECI") identified in Exhibit A is billed in arrears on a quarterly basis for all impressions in excess of three times the Monthly Minimum Print Volume ("MMPV") identified in Exhibit A. If the Services Commencement Date is other than the first day of a month, the Monthly Minimum Print Volume ("MMPV") for the first month will be prorated, based on the number of days XPS Services were provided in such month, and the ECI will be billed based on the prorated MMPV. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce Client's obligations. If a payment is not received by Xerox within 45 days of the invoice date, Xerox may charge interest from the due date until paid at the rate of 1% per month. Client will be invoiced in a standard Xerox format. Invoicing and payment for Xerox Contracted Devices will be governed by the terms and conditions of the applicable Equipment Agreement.
7. **CLIENT RESPONSIBILITIES.** Client will perform the Client Responsibilities identified in the SOW or DOS.
8. **TAXES.** Client is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this XPS Services Contract or the amounts payable under this XPS Services

Contract ("Taxes"), which will be included in Xerox's invoice unless Client provides proof of its tax exempt status. Taxes do not include taxes on Xerox's income.

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

Xerox Print Services Description of Services



Client: _____
XPS Services Contract Number: _____ - _____

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

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

2. REPAIR SERVICES.

- a. For Xerox Contracted Devices, Xerox will provide Basic/ Maintenance Services per the Equipment Agreement.
- b. For Non-Xerox Contracted Devices identified as "Break Fix Service included" in Exhibit A to the XPS Services Contract, Xerox will keep the Non-Xerox Contracted Devices in good working order as set forth below ("Break Fix Services"). If a Non-Xerox Contracted Device failure cannot be resolved remotely, Xerox will dispatch a service technician to perform Break Fix Services, which will usually be the next business day. For select Non-Xerox Contracted Devices identified on Exhibit B that do not qualify for on-site Break Fix services, Xerox will provide Device Exchange services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 8:00AM to 5:00PM local time ("XPS Service Hours"). Technicians are not dispatched for preventative maintenance or cleaning.
- c. If Xerox determines that a Non-Xerox Contracted Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, Xerox will discontinue Break Fix Service and Client may: (i) replace such device at its own expense with a device that is then supported by Xerox; or (ii) notify Xerox to delete such device from the XPS Services Contract.
- d. Basic/Maintenance Services and Break Fix Services may be initiated by the Tools for networked Managed Devices, or by Client calling the Xerox Help Desk.
- e. Break Fix Services exclude repairs due to: (i) misuse, neglect, abuse or operation of a Non-Xerox Contracted Device outside of original equipment manufacturer ("OEM") specifications; (ii) failure of the Client PC to comply with the OEM's published specifications; (iii) act of God or other force majeure event; (iv) relocation, alterations, or use of options, accessories, service or supplies not provided by Xerox; (v) failure to perform any Client responsibilities identified herein; or (vi) acts or omissions of Client or any party not affiliated with Xerox.
- f. Replacement parts may be new or used and all removed, replaced parts become Xerox's property.

3. SUPPLIES/CONSUMABLE SUPPLIES.

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

Desk and will be billed to Client. Xerox may not provide Supplies or Consumable Supplies if a current meter read is not received for a networked Managed Device. Supplies and Consumable 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 and Consumable Supplies in its possession. Upon expiration or termination of the XPS Services, Client will, at Xerox's option and expense, return any unused Supplies and Consumable Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.

- 4. XEROX HELP DESK.** The Xerox Help Desk is available during the XPS Service Hours to receive, track, escalate, process and close service issues, remotely resolve certain issues, and process Client requests for Break Fix Services, Basic/Maintenance Services, Supplies and Consumable Supplies.
- 5. MOVE, ADD, CHANGE, DISPOSE PROCESS.** The Move, Add, Change and Dispose ("MACD") process is used to track and revise the Managed Devices. Under the MACD process, "Adds," "Changes" and "Disposals" may modify the amount billed. For transactions that involve acquisition or termination of Xerox Contracted Devices, the terms of the Equipment Agreement will govern. Early termination or other charges, if any, for a terminated Xerox Contracted Device will be billed according to the terms of the Equipment Agreement.
- 6. REPORTING.** Xerox standard monthly reports will be provided for the Managed Devices.
- 7. CLIENT RESPONSIBILITIES.** Xerox will not be liable for delays or services failures, including but not limited to implementation delays, if Client does not perform or facilitate completion of its designated responsibilities. Client will:
 - a. Provide a Customer Asset Coordinator ("CAC") as its primary point of contact with Xerox during the start-up, implementation and ongoing delivery of XPS Services. The CAC is authorized to process and approve MACD transactions.
 - b. Provide a Customer IT Contact as its primary contact to Xerox to facilitate IT related activities and processes.
 - c. Provide or validate MACD information and approve changes in Managed Device status as they occur, through the MACD process.
 - d. Notify the Xerox Help Desk if Client wishes to relocate a Managed Device, and Xerox will advise Client if XPS Services are available at the new location.
 - e. Assure that networked Managed Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network.
 - f. Provide a dedicated PC or server, as required, that is connected to Client's network at all times ("Client PC"), and allow Xerox to install, use, access, update and maintain the Tools on the Client PC. The Tools cannot be installed on a PC or server where other SNMP-based applications or other Xerox Tools are installed, because they may interfere with the Tools.
 - g. Ensure that proper virus protection is installed, maintained, and enabled on the Client PC and any servers, desktop workstations, laptop computers and other hardware attached to or hosting any data on Client's network or output environment. Xerox is not responsible for the disruption of XPS Services or loss of functionality of the Tools caused by any of the foregoing. If the Tools become inoperable due to Client implemented changes to its network, Xerox will work with Client to re-install Tools.
 - h. Assist in implementation of the Tools by providing relevant network information such as the IP address ranges or subnets on which networked Managed Devices reside.
 - i. Distribute Supplies and Consumable Supplies within Client's site (or facilitate Xerox contracted on-site resource to perform this task) and install them in Managed Devices and clear paper jams.
 - j. Resolve any Client network or PC hardware or software issues, or Managed Device software or printing issues not caused by a hard device failure.
 - k. Replace Managed Devices cartridges and CRUs (or facilitate Xerox contracted on-site resource to perform this task).
 - l. Respond to calls from service technicians to validate location and inoperable condition of Managed Devices and provide reasonable access to Client's facilities and personnel as required for the performance of XPS Services.
 - m. Ensure that Managed Devices are installed and operating within the OEM's specifications and are readily accessible to the Xerox authorized service representative.
 - n. Submit meter data for networked Managed Devices when such data cannot be provided by the Tools and work with Xerox to enable the Tools to automatically provide meter data from such Managed Devices. If a meter read for a Managed Device has not been provided by the Tools or submitted by Client for 45 days, Xerox may discontinue some or all of the XPS Services for that Managed Device under this DOS.
 - o. Request Basic/Maintenance Services, Break Fix Services, Supplies and/or Consumable Supplies from the Xerox Help Desk for Managed Devices that are not compatible with the Tools.

- p. Grant or transfer to Xerox sufficient rights to use software owned, licensed or otherwise controlled by Client, as required, solely for the purpose of providing XPS Services.
 - q. Legally dispose of wastes generated from use of Managed Devices and associated Supplies, Consumable Supplies and CRUs.
 - r. Be solely responsible for: (i) determining whether any Managed Devices are under an existing service, warranty, extended warranty and/or supply contract with the manufacturer or a third party dealer, reseller or service provider ("Pre-Existing Contract(s)"); (ii) what action(s), if any, Client should take with respect to Pre-Existing Contract(s); and (iii) the payment of any early termination fees or other charges associated with the termination of any Pre-Existing Contract(s).
8. Xerox will not be liable for delays or services failures, including but not limited to implementation delays, if Client does not perform or facilitate completion of its designated responsibilities.
9. **PRICING.** The pricing for XPS Services for the Managed Devices is identified in Exhibit A. Xerox may adjust such XPS Services pricing (a) annually and/or (b) at any time that the "Allowed Device Count Variability", as specified in Exhibit A, is exceeded.
10. **TERMINATION.** Neither party may terminate the XPS Services during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 90 days written notice to the other party, terminate the XPS Services. In addition, Xerox will have the right to terminate the XPS Services, upon not less than thirty (30) days' notice, if the Services Commencement Date has not occurred, for any reason whatsoever, within ninety (90) days after the date the XPS Services Contract is accepted by Xerox. The expiration or termination of the XPS Services will not affect any of the Equipment Agreement(s), or any other agreement with Xerox under which Client acquired Xerox Contracted Device(s), each of which will remain in full force and effect until the end of its term.
11. **MISCELLANEOUS.** The terms and conditions in this DOS are applicable only to the XPS Services for the Managed Devices covered under the XPS Services Contract and DOS and are not applicable to any other Products under the XPS Services Contract, any other Services Contract, Order or any Equipment Agreement.
12. **DEFINITIONS.** Capitalized terms that are not defined below or elsewhere in this Description of Services have the meaning assigned to them in the XPS Services Contract or Equipment Agreement, including any Orders, amendments or addenda thereto.
- a. Asset Management Database: A database that is hosted and maintained by Xerox to facilitate the XPS Services and record and provide reporting on Managed Device activities.
 - b. CRU: Client replaceable units or items that an operator can install without service assistance.
 - c. Device Exchange: Onsite Break Fix Services are not available for a limited number of Managed Device models, which are designated as "Device Exchange" models in Exhibit B to the XPS Services Contract. If a Device Exchange model requires repair, Xerox will ship a replacement device to the Client. Client will then ship the defective unit back to Xerox within a specified timeframe or be billed for the replacement device.
 - d. Equipment Agreement: The agreement between Client and Xerox under which Xerox provides Basic/Maintenance Services, as applicable, for a Xerox Contracted Device.
 - e. Managed Device(s): The devices identified in Exhibit B of the XPS Services Contract, which may include Xerox Contracted Devices and/or Non-Xerox Contracted Devices, as applicable.
 - f. Xerox Contracted Device(s): A Xerox brand device(s) for which Xerox provides Basic/Maintenance Services, as applicable, under an Equipment Agreement.
 - g. XPS Services: The services described in this Description of Services ("DOS").
 - h. XPS Services Contract: The agreement between Client and Xerox identified above, including any Orders, amendments or addenda thereto, which sets forth the terms and conditions governing this DOS.
 - i. Supplies: Toner and ink for Non-Xerox Contracted Devices, which may be new, remanufactured or reprocessed.
 - j. Non-Xerox Contracted Device(s): A non-Xerox brand device(s) for which Xerox provides Break Fix Services and Supplies under the XPS Services Contract and/or a Xerox-brand device(s) not under contract with Xerox for Basic/Maintenance Services for which Xerox provides Break Fix Services and Supplies under the XPS Services Contract.

Exhibit A - Pricing

XPS Services Contract # _____ - ____

EXHIBIT A – XPS – SAMPLE



Pricing Summary

Xerox Print Services Term

XX Months from Services Commencement Date

Print Services Total

Total Monthly Minimum Charge: \$____.00

- Excludes applicable taxes

Xerox Contracted Devices			
Black & White / Color	Monthly Fee (per device)	Number of Devices	Monthly Minimum Charge
Color	\$XX.00	X	\$XX.00
Black & White	\$XX.00	X	\$XX.00

Monthly Supplies Shipping Charge: \$X.00

Summary of Device Count Variability			
Device Type	Black & White / Color	Device Count	Allowed Device Count Variability
Xerox Contracted Devices	Color	X	10%
Xerox Contracted Devices	Black & White	X	10%

XPS Services Contract # _____

[illegible]



Attachment 10 - Pool Plan Agreement

Customer: << Customer Legal Name >>

Bill To: << Customer Bill To Name >>

<< Bill To Street Address >>

<< Bill To City, State, Zip Code >>

Install: << Customer Install Name >>

<< Install Street Address >>

<< Install City, State, Zip Code >>

Contact: << Customer Contact Name >>

Phone: << Phone # >>

Email: << Contact Email Address >>

☐ **Tax ID #:**

☐ **PO #:**

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

Items Added		
Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>		Enter Volume
2. << Mkt Cd >>		
3. << Mkt Cd >>		
4. << Mkt Cd >>		
5. << Mkt Cd >>		
6. << Mkt Cd >>		
☐ Supplemental Items Added Addendum # 51863-A		

Items Removed		
Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>		Enter Volume
2. << Mkt Cd >>		
3. << Mkt Cd >>		
4. << Mkt Cd >>		
5. << Mkt Cd >>		
6. << Mkt Cd >>		
☐ Supplemental Items Removed Addendum # 51863-R		

Items Retained		
Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>		Enter Volume
2. << Mkt Cd >>		
3. << Mkt Cd >>		
4. << Mkt Cd >>		
5. << Mkt Cd >>		
6. << Mkt Cd >>		
☐ Supplemental Items Retained Addendum # 51863-K		

Attachment 10 - Pool Plan Agreement

POOLING TERMS AND CONDITIONS:

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

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

Attachment 10 - Pool Plan Agreement

Pool Prints Included will be based on the applicable state and local taxes and equitably apportioned amongst the units in the Pool. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

- 7. MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).
- 8. ADDITIONS, DELETIONS, AND CHANGES.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts, per the Master Agreement pricing. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.
- 9. TERMINATION.** Either party may terminate this Agreement for its own business reasons upon 30-days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 8 above, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the Equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:
 - i. all Maintenance and Rental Agreements may be charged per the Master Agreement rates however the overage click rate will be based on the blended click rate of all the equipment under the Agreement;
 - ii. all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e. those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases which may be charged at the Master Agreement rate.
- 10. MISCELLANEOUS.** Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this Agreement. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding Equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, all changes to this Agreement must be made in a writing signed by both parties. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties.

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



ATTACHMENT 11 – XEROX SOFTWARE LICENSE ADDENDUM

Xerox Applications

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

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



MathWorks

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

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

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

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

2. The following changes are made to the Section of the Agreement titled "FREEFLOW LICENSE":



- a. The first two sentences in subsection 4. of this Section, which said sentences begin “The Copyright Management feature...” and “You will comply with...”, respectively, are deleted and following is inserted in their place:
 “The Copyright Management feature of FreeFlow Makeready (“FFCM”) contains the optional Copyright Clearance Center, Inc. (“CCC”) copyright licensing services feature of FFCM (“CCC Service”). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM.”
- b. The following is added as subsection 7. to this Section:
 “7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:
 - a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023>.
 - b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
 - c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
 - d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.
3. Capitalized terms not defined in this Addendum have the meaning provided for them in the Agreement. Except as set forth above, the Agreement continues in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum controls.

[CUSTOMER NAME]

By: _____

Name: _____

Title: _____

Date: _____

XEROX CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

**Attachment 12 –Xerox Product-Specific Terms and Conditions
(Nuvera, Versant, Iridesse, iGen, FreeFlow Software)**

Additional Terms – Applicable to Lease, Rental and Purchase Transactions

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

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

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

The following Equipment model(s), V180B, V180BD, V180P, V180PD, V280, V3100, V3100D, V4100, VR280, VR4100, and IR120, may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

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

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

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

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

implied or permitted under this license.

- b.** You will not, without the prior written consent of Xerox and its licensors:
 - i. alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output;
 - ii. use the FreeFlow Software in any way that is not authorized by the Agreement;
 - iii. use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model;
 - iv. disclose the results of any performance or benchmark tests of the FreeFlow Software;
 - v. use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or
 - vi. disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.
- c.** FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.
- d.** The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- e.** If you install FreeFlow Application Software on a computer that you supply, the following terms apply:
 - i. Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation");
 - ii. IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE; and
 - iii. you are solely responsible for:
 - 1) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply;
 - 2) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and
 - 3) ensuring that such Workstation meets Xerox's published specifications.
- f.** The following terms apply to FreeFlow Software licensed to U.S. government customers. Java technology contained in FreeFlow Software is subject to:
 - i. FAR 52.227- 14(g)(2) and FAR 52.227-19; and
 - ii. if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).
 - 1) Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.
 - 2) Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.
- g.** FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

- i. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/fileredirect/enus.html?&contentId=136023>.
- ii. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
- iii. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
- iv. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.

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

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

any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. For clarification, this provision limits the liability of MathWorks to the Participating State or Entity, but the liability of Xerox to the Participating State or Entity shall remain that limitation of liability outlined in Section 5 of Attachment B, Xerox General Terms, of the Master Agreement, or as otherwise negotiated by each Participating State or Entity in their Participating Addendum.

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

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

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

Attachment 13 – Production Inkjet Equipment Terms and Conditions

Baltoro Inkjet

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

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

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

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

Under the **Introduction** Section:

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

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

Attachment 13 – Production Inkjet Equipment Terms and Conditions

Master Agreement, and which contradicts the terms and conditions of either the Master Agreement or a State's Participating Addendum, shall also be null and void.

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

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

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

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

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

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

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

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

- 4. ACCEPTANCE.** Following delivery and installation of the Equipment, the date for the completion of the "Installation Activities" portion of Attachment 15 will be mutually agreed upon with the Purchasing Entity. Contractor will then provide the Services specified in Attachment 16 (Baltoro SOW) and when Contractor has completed the training of Purchasing Entity's operators in Attachment 16, the completion date will be entered for the "Training Activities" portion of Attachment 15. Lastly, upon completion of all Implementation Activities (i.e. Pre-Sales Activities, Installation Activities, and Training Activities) and the successful testing of the Purchasing Entity's files as set forth on the first page of Attachment 15 and

Attachment 13 – Production Inkjet Equipment Terms and Conditions

indicated in Attachment 16, Purchasing Entity shall sign the “Customer Acceptance portion of Attachment 15. The completion of this process shall constitute “Acceptance” (as such term is used through the Master Agreement) of the Equipment and the initial Term will commence for Maintenance Services.

5. **SUPPLIES AND SUPPLIES PRICING.** This Section applies to Baltoro Equipment only and shall replace Section 2 and 3 of **Attachment 1 (Xerox General Terms)**, to the Master Agreement. Supplies are not included in the cost of the Equipment; Purchasing Entity will need to place a separate Order for these supplies, whose pricing and applicable terms and conditions can be found in the Master Agreement Price List. Purchasing Entity will order such Supplies using the “Customer Number” to be provided to the Purchasing Entity at the time such entity places an Order for the Baltoro Equipment. Supplies excludes safety goggles and nitrile gloves and are not available under the Master Agreement.
6. **WARRANTY AND GUARANTEE DISCLAIMER.** IN ADDITION TO THE DISCLAIMER IN SECTION 14 OF **ATTACHMENT 2 TO THE MASTER AGREEMENT (XEROX LEASE AGREEMENT TERMS AND CONDITIONS)**, THE BALTORO EQUIPMENT IS **(A)** A PRODUCT NOT SUBJECT TO THE EQUIPMENT GUARANTEE AS NOTED IN SECTION X.10.2 OF THE MASTER AGREEMENT AND **(B)** IS A PRODUCTION DEVICE THAT FALLS INTO GROUP C EQUIPMENT IN THE MASTER AGREEMENT AND THUS, NO UPTIME COMMITMENT IS MADE FOR THE PRODUCT.
7. **MATHWORKS SOFTWARE LICENSE.** Baltoro equipment incorporates software from MathWorks, Inc. (“MathWorks”) and the following terms apply to said software:
 - a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to Purchasing Entity a license to install and use the MATLAB Compiler Runtime Libraries (“MCR”), solely and expressly for the purpose of running software created with the MATLAB Compiler (the “Application Software”), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
 - b. **LICENSE RESTRICTIONS.** Purchasing Entity shall not modify or adapt the MCR for any reason. Purchasing Entity shall not disassemble, decompile, or reverse engineer the MCR. Purchasing Entity shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, Purchasing Entity shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party’s use of the MCR. Purchasing Entity shall not sublicense, sell, or otherwise transfer the MCR to any third party. Purchasing Entity shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
 - c. **NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
 - d. **TERM AND TERMINATION.** This license shall automatically terminate upon Purchasing Entity’s failure to comply with this license.
 - e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising Purchasing Entity’s rights under this license, Purchasing Entity agrees not to violate any such laws and regulations. Purchasing Entity also represents and warrants that **(i)** Purchasing Entity is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and **(ii)** Purchasing Entity is not listed on any U.S. Government list of prohibited or restricted parties.
 - f. **U.S. GOVERNMENT LICENSEES:** Purchasing Entity agrees that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern Purchasing Entity’s use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.
 - g. **ASSIGNMENT.** Purchasing Entity may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
 - h. **MATHWORKS LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and

Attachment 13 – Production Inkjet Equipment Terms and Conditions

MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some Participating States and Entities do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to a Participating State or Entity. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. For clarification, this provision limits the liability of MathWorks to the Participating State or Entity, but the liability of Xerox to the Participating State or Entity shall remain that limitation of liability outlined in Section 6 of Attachment 1, Xerox General Terms, of the Master Agreement, or as otherwise negotiated by each Participating State or Entity in their Participating Addendum.

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

8. THIRD PARTY HARDWARE MAINTENANCE SERVICES.

- a. The provision of maintenance services to keep the Third Party Hardware in good working order ("Third Party Hardware Maintenance") is contingent upon Purchasing Entity facilitating timely and efficient resolution of Third Party Hardware issues by: (i) utilizing customer-implemented remedies provided by Contractor and (ii) providing information to and implementing recommendations provided by Contractor telephone support personnel. If a Third Party Hardware issue is not resolved after completion of (i) and (ii) above, Contractor will provide on-site support as provided herein. Unless otherwise provided herein, Third Party Hardware Maintenance will be provided during Contractor's standard working hours from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (excluding Contractor-recognized holidays which currently are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and certain floating days around some of these holidays) in areas open for repair service for the Third Party Hardware in the U.S. You agree to give Contractor reasonable access to the Third Party Hardware. Third Party Hardware Maintenance shall cover repairs and adjustments to keep the Third Party Hardware in good working order that are required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Contractor determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Contractor, as well as any non-Contractor alterations, relocation, service, supplies, or consumables).
- b. Contractor shall perform scheduled Third Party Hardware Maintenance at such times agreed to by both parties at each Third Party Hardware location. Scheduled maintenance shall be performed as specified in the Third Party Hardware Maintenance documentation.
- c. Contractor shall replace parts that are unserviceable as determined solely by Contractor on an exchange basis with new, or parts equivalent to new when used in the Third Party Hardware. Additionally, parts may at times be replaced with an equivalent item (i.e. form, fit and function the same, but not necessarily the same brand as the replaced part). Exchanged parts removed from the Third Party Hardware will become the property of Contractor.
- d. Purchasing Entity shall perform Key Operator maintenance functions as described in the Third Party Hardware operator's manuals.

Attachment 13 – Production Inkjet Equipment Terms and Conditions

- e. Contractor shall use only qualified Customer Service Engineers fully trained on maintenance requirements and operation of the Third Party Hardware.
- f. Purchasing Entity shall notify Contractor of Third Party Hardware failure and shall provide adequate working space, heat, light, ventilation and electrical current and outlets.
- g. Purchasing Entity shall place unscheduled maintenance requests for the Third Party Hardware by calling the Contractor's service telephone number provided by Contractor.
- h. Contractor shall not be obligated to provide the following services under these Third Party Hardware Maintenance terms and conditions:
 - i) Additional or optional retrofits.
 - ii) Services as a result of Third Party Hardware relocation by Purchasing Entity.
 - iii) Exterior painting of the Third Party Hardware.
 - iv) Repair for damages resulting from Purchasing Entity neglect or abuse.
 - v) Performance of normal Key Operator functions as described in the Third Party Hardware operator's manuals.
 - vi) Third Party Hardware reconditioning.
 - vii) Repair of software (other than replacement of firmware).
- i. Purchasing Entity agrees to make available Key Operators or a systems administrator for the Third Party Hardware. Training will be provided in accordance with the Master Agreement Price List.
- j. SERIAL NUMBER AND FACILITIES STANDARDS. Contractor represents that the Third Party Hardware has a manufacturer's serial number and the Purchasing Entity represents that the Third Party Hardware will at all times be located in facilities which meet all applicable health, environmental and safety standards.
- k. COMMENCEMENT & TERM, RENEWAL AND TERMINATION OF THIRD PARTY HARDWARE MAINTENANCE.
 - i) Third Party Hardware Maintenance Services terms and conditions become effective upon Contractor's acceptance of the of the Purchasing Entity's Order, and remain in effect for the number of months set forth in the Order.
 - ii) Unless the Purchasing Entity notifies the Contractor of their intent to renew the Maintenance Services on a monthly basis at least thirty (30) days' prior to the end of the Maintenance Services term, then the Maintenance Services will not be renewed, in accordance with the Master Agreement.
 - iii) In addition to the address to which notices are to be sent to Contractor as provided in the Master Agreement or Order, notices required to be sent to Contractor related to Third Party Hardware Maintenance shall be mailed to:

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

Attachment 13 – Production Inkjet Equipment Terms and Conditions

- n. Notwithstanding anything to the contrary in the Master Agreement or an Order, Contractor shall not be liable for the loss of any data as a result of performing Maintenance Service activities hereunder, and Purchasing Entity shall be responsible for all necessary or desired data backup.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)



Xerox® Baltoro™ HF Inkjet Press

Customer Expectations Document (CED)

Baltoro™ HF Press



Baltoro™ HF Press with optional Color Accelerator



Xerox Confidential

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)



Copyright ©2021 Xerox Corporation. All rights reserved. Xerox®, FreeFlow, Baltoro™ and any other Xerox product names set forth herein are trademarks of Xerox Corporation in the US and/or other countries.

Microsoft, Windows, and Internet Explorer are registered trademarks of Microsoft Corporation.

Includes Adobe PDF Converter SDK.

Includes Adobe PDF Print Engine.

Includes Adobe PostScript fonts.

Includes Adobe PDF Library.

Includes Adobe Japanese Fonts.

Copyright protection claimed includes all forms and matters of copyrightable material and information now allowed by statutory judicial law or hereinafter granted, including without limitation, material generated from the software programs displayed on the screen such as icons, screen displays, or looks. Product appearance build status and/or specifications are subject to change without notice.

Other company trademarks are also acknowledged.

Revisions are periodically made to this document. Changes, technical inaccuracies, and typographic errors will be corrected in subsequent editions

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Contents

Introduction.....	1
System Configuration	1
Base Configuration	1
Optional Color Accelerator Configuration	1
Other Optional Configurations	3
Press Specifications	4
Sheet Feed Module Specifications.....	6
Xerox Production Stacker (XPS) Specifications	7
Xerox Tape Binder (XTB) Specifications	9
Additional In-line Third Party DFA Finishing/Feeding Options	11
Ink Estimation and Ink Usage	12
System Configuration and Installation	13
Customer Responsibilities	13
System Installation	14
Transitioning to Production	14
Operator Training	15
Production Planning, Availability, and Productivity	15
Availability	15
Customer Maintenance	16
System Maintenance	16
Productivity Considerations.....	18
Mixed Plex Productivity	19
Print Rate.....	19
Impact of System Updates	20
Jam Clearance - Dryer.....	21
Paper and Media Support	21
Validation/Testing of Media	21
Specifications/Concerns with Specific Papers	21
Lightweight Papers and Lightweight Media Kit.....	21
Coated Papers and Speed Modes (Color Accelerator Only)	22
Tabs	22

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Pre-Drilled or Punched Papers 23

Pre-printed Forms 23

Unsupported Media 23

Stock Library 23

Use of Unqualified Media and Custom Cut Media 23

Paper Storage and Handling 24

Image Quality 24

 Critical Aspects of Image Quality..... 24

 Profiling 26

FreeFlow® Print Server (FFPS) 28

 Freeflow® Print Server Specifications..... 29

 Web UI Browser Requirements 30

 Adobe PDF Print Engine..... 30

 Licenses 30

 Supported Print File Formats 31

 Running Antivirus Software 31

 Security..... 31

 Disposal of Hard Drives 32

 Windows Utilities 32

 Proxy Setup 32

 Network Setup for CFA..... 32

 Network Settings 32

 FreeFlow® Print Server Local and Remote UI 32

 Xerox FreeFlow® Workflow Solutions 32

 Other Xerox and 3rd Party Solutions 33

Consumables 33

 Safety Considerations for the Ink 35

 Disposal Process 35

Customer Expectations Agreement..... 36

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Introduction

The purpose of this document, in conjunction with the Xerox® Baltoro™ HF Press Product Brochure / Specifications and the Xerox® Baltoro™ HF Press Installation Planning Guide (“IPG”), is to help you understand the capabilities, limitations and requirements of the Xerox® Baltoro® HF Press (referred throughout as the “System”, “Press”, “Baltoro”, “Baltoro Press”, “Baltoro HF System” or “Baltoro System”). As indicated by the cover stamping, this document contains sensitive information that is proprietary to Xerox. We expect you as our valued customer to use all reasonable efforts to safeguard the document, to not disclose its contents to third parties, and to only circulate it within the organization on a need to know basis.

This document addresses high-level expectations. Guidelines for site planning, installation planning, product documentation and training materials are provided in the documentation that you will receive.

A Xerox representative will review this document with you. As the purpose of this document is to help you understand the capabilities, limitations and requirements of the Baltoro HF System, there will be more detail into the functionality of the Baltoro Press and obligations regarding your usage of it and maintenance thereof. In the event of any conflict between the statements made in this Customer Expectations Document (“CED”) and any terms in the sale, lease, rental and/or service agreement or Statement of Work (“SOW”) between you and Xerox (or the Xerox authorized reseller) including, but not limited to, maintenance or functionality of the Baltoro HF System, the order of precedence will be as follows: (1) the terms contained in this CED, and then (2) the terms contained in such sale, lease, rental and/or service agreement, including any Statements of Work. However, notwithstanding the foregoing, Customer’s responsibility to make any payment to any Xerox financing company under a lease or rental agreement will be absolute in accordance with its terms and not negated by anything contained in this CED.

System Configuration

The Xerox® Baltoro™ HF Press is Xerox’s newest generation production, sheet-fed inkjet press. Baltoro was designed for use in production print environments such as commercial print, service bureaus, transaction printers, direct mail printers, as well as public sector and commercial in-facility printing divisions.

Base Configuration

The base configuration of the Press includes one (1) Sheet Feed Module, one (1) Printer Module, which includes a single dryer unit, one (1) Xerox Production Stackers, and one (1) Freeflow Print Server. Note that a Baltoro System may be configured with up to four (4) Sheet Feed Modules and up to two (2) Stackers.

The base configuration supports a wide range of plain uncoated and inkjet treated papers, as well as a narrow range of coated paper types. The Tested Substrate List (“TSL”) defines the specific papers that are approved for use with Baltoro.

The Baltoro base configuration is designed to operate within a typical environmentally-controlled print environment without needing an exhaust vent.

Optional Color Accelerator Configuration

The Xerox® Color Accelerator (the “Color Accelerator”, or “Accelerator”) consists of optional hardware that enables support of a wider range of coated paper types than the Base Configuration. Color Accelerator consists of an additional (second) drying unit and a sheet cooling module to provide additional ink drying capacity. Some media types, including all gloss coated papers and any coated papers heavier than 148 gsm, can only be run on Systems configured with the Color Accelerator. The TSL specifies which coated papers are approved only for use with the Color Accelerator Configuration.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Unlike the base configuration, Baltoro with the Color Accelerator is designed to operate with two exhaust vents. When using this configuration, the customer must install heat vents that conform to the specifications outlined in the IPG.

FreeFlow Print Server

FreeFlow® Print Server (“FFPS” or “server”) is the print controller for the Baltoro HF System, rasterizing incoming files and providing several other critical functions for print processing. FreeFlow® Print Server handles a wide range of network connections and data streams.

This server also integrates with FreeFlow® Core, an optional suite of workflow applications including automated print production, JDF/JMF connectivity to external systems, and workflows for conversion, preflight, image enhancement, imposition, and print job web submissions. For more information about FreeFlow® Core, see you Xerox sales representative or Xerox.com.

Print Heads

Baltoro utilizes Xerox High Fusion W-Series printheads, designed for aqueous ink. They contain 1200 nozzles per inch and can fire up to 60Khz. The System includes 3 print heads per color, 12 in total. When the machine is idle, the print heads are capped to protect them from drying out. In production mode, the print head caps are retracted, and the print heads are moved to the print position, located above the paper path. The printer is equipped with a print head maintenance system used to purge and wipe the print heads. This is required for ink jet printers to maintain jetting longevity and performance. The System is capable of both auto maintenance and user-initiated maintenance. Ink that is purged is collected by the System in a waste ink bottle.

Ink

Baltoro uses Xerox High Fusion (“HF”) Ink, specially designed, and approved for this press. This is a pigment based aqueous ink, formulated for the Xerox High Fusion W-Series printhead and the Baltoro HF System print process. The System must only be operated with the designated Xerox HF Ink for Baltoro. Any damage caused to the print heads or any other part of the press as the result of the use of a non-approved ink(s) will void Xerox’s obligation to provide maintenance services and could result in costly repair charges at customer’s expense.

Billing Meters

Billing meters are available to be viewed via the Administration window. The Baltoro Press calculates billable content based on four definitions.

- Color Impressions: Pages containing color data
- Color Large Impressions: Pages larger than 145 in² / 935.48 cm² and containing any color data
- Black Impression: Pages containing black-only (K-only) data
- Black Large Impressions: Pages larger than 145 in² / 935.48 cm² and containing black-only (K-only) data

A Color or Large Color impression is one which uses any Cyan, Magenta, and/or Yellow ink, based on the content of the image data received by the print engine.

Baltoro features a “Black Only Mode” in which the CMY heads are capped, and only black ink is used. When a black-only page is printed, the Black Impressions and Black Large Impressions Meters are incremented depending on whether the press is in Full Color Mode or Black Only Mode:

- The Black Impressions meter is incremented once for each black only impression that exits the print engine while the System is in Black Only (K-Only) Mode, and incremented twice for each black only impression made while the System is in Full Color (CMYK) Mode

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

- The Large Black Impressions meter is incremented once for each Large black only impression that exits the print engine while the System is in Black Only (K-Only) Mode and incremented twice for each Large black only impression made while the System is in Full Color (CMYK) Mode. Large impressions are defined above.

Billing Meters are not incremented for

- Blank Sheets.
- Waste sheets that are manually cleared from the feeders and print engine.

Additional details concerning billing meter operation are available in the IPG.

Inline Spectrophotometer (ILS)

The ILS is a user-accessible device used for automated color profiling. The ILS reads color patch data for linearization and profiling for specific papers. Sheets read by the ILS will be fed to the top tray of the stacker.

Integrated Imaging Module (IIM)

The IIM is a full width array scanner module integrated in the Baltoro paper path. The IIM is used in automatic missing jet detection, to enable adjustment of image on paper registration, and for print head registration, angle adjustments, dot placement setup, and density optimization.

Print Speed Modes

Depending on configuration, Baltoro includes print speed modes, which can be selected by the operator based on attributes of a specific job, such as paper type or ink coverage. The TSL will define if a specific paper must be run in a particular speed mode. For all speed modes, please refer to the Productivity charts later in this document for the expected print speeds for all supported sheet sizes.

- Optimize For Color Rendering (referred to in this CED as “Standard Mode” or “Optimize For Color Rendering Mode”) – This is the standard speed mode for the Base Configuration. The Press will print at the base print speeds as specified in the Productivity charts later in this document. Unless noted in the TSL, all approved uncoated and inkjet treated papers may be run in Standard Mode. Approved coated papers may also be run in Standard Mode as defined by the TSL.
- Optimize for Special Media (referred to this CED as “Special Media Mode” or Optimize for Special Media Mode”) – This speed mode is only available with the Color Accelerator configuration. The Press will run at slower speeds as specified in the Productivity charts later in this document. This mode enables longer drying time and is primarily intended for heavier weight coated stock. The TSL will define specific papers that must be run in this mode.

Other Optional Configurations

Speed License

A speed license is available that will increase the duplex print speed of the press. Activating the speed license will allow the operator to select a third print speed mode:

- Optimize For Speed (referred to in this CED as “High-Speed Mode” or “Optimize For Speed Mode”). High-Speed mode is targeted for those who print a high volume of duplexed jobs that feature low area coverage (e.g. light coverage direct mail or statements). This mode only affects duplex print speed. Unless otherwise noted on the Tested Substrate List, all Plain Uncoated and Inject Treated papers may be printed in High Speed mode. Refer to the Tested Substrate List for coated papers that are approved to run in High Speed mode. In High-Speed Mode, the Press will run at duplex speed of up to 300 impressions per minute, depending on sheet size. Refer to the productivity chart later in this document for the expected print speed for all supported sheet sizes.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

The Speed License is available for both the Base Configuration and Color Accelerator Configuration.

Optional Lightweight Media Kit

The Lightweight Media Kit consists of a hardware upgrade to the XPS Stacker to provide reliable stacking of coated papers 105 gsm and lighter, and uncoated papers 60 gsm and lighter. Certain papers may only be approved for use with the Lightweight Media Kit. The TSL will confirm this requirement. The Lightweight Media Kit is available for both Base and Color Accelerator configurations.

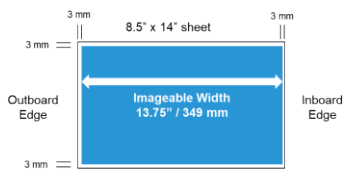
Optional Feeding and Finishing Devices

Several Xerox and Partner Finishing and Feeding options have been validated and are available as options for the Baltoro system. Additional devices may become available as they are developed and validated with Baltoro. Descriptions of finishing options can be found in the Finishing section of this document, and please refer to the Solutions Planning Guides (“SPGs”) for the individual device details. The SPGs can be provided by your Xerox sales representatives.

Press Specifications

Item		Comments
Product Dimensions	<u>Baltoro Press with Base Configuration</u> Size 22'3.5" x 5'4.5" x 6'9" (W x D x H) 6.79 m x 1.63 m x 2.06 m (W x D x H) <u>Baltoro Press With Color Accelerator</u> Size 28' 2.5" x 5'4.5" x 6'9" (W x D x H) 8.60 m x 1.63 m x 2.06 m (W x D x H)	Dimensions are based on a configuration which includes: one (1) sheet feed module, one (1) printer module (PM) & one (1) production stacker (XPS), and where noted, optional Color Accelerator. Additional components will alter this size. See the IPG for details, including space required for customer and service access to the System.
Weight	Press, 1 Feeder, 1 Stacker: 6,769 lbs. (3,070 kg) Press, 1 Feeder, 1 Stacker, with Color Accelerator: 8,509 lbs. (3,859 kg)	Dimensions are based on a configuration which includes: one (1) sheet feed module, one (1) printer module (PM) & one (1) production stacker (XPS), and where noted, optional Color Accelerator. Additional components will alter this. See the IPG for details.
Power Req. 60 Hz.	<u>Base Configuration:</u> IOM/Dryer/Output Module/HTM: 120/208 VAC (+6%, -10%) - Typical for 60Hz US, 3-phase wye, with Neutral and Protective Earth, service >63A per Phase <u>With Color Accelerator:</u> 120/208 VAC (+6%, -10%) - Typical for 60Hz US, 3-phase wye, with Neutral and Protective Earth, service >63A per Phase Feeder, Stacker, PSIP, FFPS: 120 (108 – 127) VAC, 20 A	Dedicated per receptacle. See IPG for additional details.
Power Req. 50 Hz.	<u>Base Configuration:</u> IOM: 230/400 (+6%, -10%) VAC, 3-phase wye, w/Neutral and Protective Earth – Typical for 50/60 Hz XE installations, service >32A per Phase	Dedicated per receptacle. See IPG for additional details

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Item		Comments
	<u>With Color Accelerator:</u> 230/400 (+6%, -10%) VAC, 3-phase wye, w/Neutral and Protective Earth – Typical for 50/60 Hz XE installations, service >32A per Phase Feeder, Stacker, PSIP, FFPS: 230 (198 – 254) VAC, 10 A minimum	
Digital Front End (“DFE”)	FreeFlow Print Server with: 64 GB (8x8 GB 2133MHz DDR4 RDIMMS) 5x1 TB Hard drive	
Input Media Capacity	10 in. (254 mm) of stock per tray – each containing approximately 2,500 sheets Two trays per Sheet Feed Module for a total of approximately 5,000 sheets. <u>Upper Tray</u> Max. sheet size: 14.33” W x 20.5” L (364 mm W x 521 mm L) Min. sheet size: 10” W x 8.27” L (210 mm W x 254 mm L) ** <u>Lower Tray</u> Maximum sheet size: 14.33” W x 20.5” L (364 mm x 521 mm) Minimum sheet size: 7”W x 10” L (178 mm x 254 mm) Sheet dimensions Width (W) x Length (L)	Base configuration includes one Feeder Module. Additional Feeder Modules are optional, up to four in total. ** Upper Tray minimum Width is 10” or 254 mm. Short Edge Feed for A4 or Letter is not supported from Upper Tray.
Input Media Weight Range	Refer to TSL for all supported media. Nominal specs: <u>Uncoated and Inkjet Treated:</u> 60 gsm to 270 gsm (16 lb. Bond to 100 lb. Cover) 271 gsm to 300 gsm, when approved on the TSL <u>Inkjet Coated and Offset Coated:</u> Base Configuration: 90 gsm to 148 gsm Color Accelerator Configuration: 90 gsm to 300 gsm	For Offset Coated media, the TSL will also define requirements for Color Accelerator, print speed mode, and optional Lightweight Media Kit.
Image Area	Maximum image area: 13.75” X 20.25” 349 mm x 514 mm Note: When printing 14” / 355 mm wide stocks “Long Edge Feed,” there is a 3 mm (0.12 in.) deletion on each side:  The diagram shows a blue rectangle representing the imageable area. Above the rectangle, it says '8.5" x 14" sheet'. On the left and right sides, there are vertical lines indicating a '3 mm' deletion from the 'Outboard Edge' and 'Inboard Edge' respectively. Inside the blue rectangle, it says 'Imageable Width 13.75" / 349 mm'.	All sheets will have a default 3 mm (0.12 in.) edge deletion regardless of sheet size. 105 gsm and lighter Coated papers may require larger unprinted border, depending on ink coverage. Refer to TSL and media guide for details. Image Quality artifacts (such as blurring of images, lines, or text) may be more noticeable within 10 mm of any edge.
Resolution	1200 x 1200 dots per inch (dpi), 1-bit	

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Item		Comments
Output Capacity	<u>Single XPS module:</u> 2,850 x 2, for a total of 5,700 sheets (90 gsm / 4.0 caliper).	Base configuration includes one (1) stacker; second stacker is optional.
	<u>Dual XPS module:</u> 2,850 x 4, for a total of 10,400 sheets (90 gsm / 4.0 caliper)	Refer to Finishing section for details on stacker specifications and features.
	Top Tray: 250 sheets (20 lb. bond / 75 gsm)	
Productivity	Simplex: Up to 197 ppm A4 / Letter Duplex (with optional Speed License): Up to 300 Impressions per minute (IPM), where “Impression” refers to a US Letter or A4 equivalent. Duplex (without optional Speed License): Up to 197 IPM A4 / Letter	Refer to productivity charts in this document for print speeds for various sheet sizes in each speed mode. Refer to the TSL for print speed limitations for approved coated papers.
Job Integrity / Recovery	The System will recover after a jam to the last successfully delivered sheet. For potential duplicate pages, warning messages are posted, and the operator may cancel or proceed.	Some job recovery procedures require a System shutdown. In limited circumstances, a print job may have to be re-submitted.
Cycle Up Time	Cycle Up time is the time from pressing “Start” for a job to when sheets begin to feed. Normal cycle-up time is approximately 30-60 seconds	
Recommended Ave. Monthly Print Volume	750K – 3.0M Impressions	Based on Letter/A4 equivalent impressions per month.
Duty Cycle	6M Impressions	Based on Letter/A4 equivalent impressions per month. Duty cycle represents the maximum number of prints you can expect to produce, e.g. during a peak period.

Sheet Feed Module Specifications

Characteristic	Description	Comment
Sheet Feed module	One Feeder module without bypass standard; up to three additional Feeder modules with bypass optional, in which case the Feeder without bypass is first (the Feeder that is left most).	Trays do not feed to empty. When a feeder empty message is displayed, there could be as much as 30 mm (one inch) of stock remaining in the feeder tray. This is to maintain the best possible reliability in the feeder mechanisms.
Paper drawers	Two paper trays per module; 10” of media per tray or 2,500 sheets (4.0 caliper, 90 gsm).	

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Characteristic	Description	Comment
Supported stocks	Supported media include uncoated bond stocks and ink jet treated stocks from 60 to 270 gsm, and Coated stocks from 90 to 300 gsm, depending upon configuration. Refer to the Tested Substrate List for specific coated stocks that are supported by the Base Configuration and Color Accelerator Configuration, as well as requirements for optional Lightweight Media Kit.	If running preprinted sheets with varying image content or rainbow colors, the feeder multi-feed detector may sense a difference in opacity from sheet to sheet. In this case, multi-feed detection can be disabled.
Tray switching	Auto tray switching & Load While Run capability is supported across all paper drawers. The System automatic switches trays with no loss in productivity	
Paper Drawer Specifications	Load while run operation (for paper sizes supported by more than one feeder tray). Each tray handles the full range of stock supported by the System. <u>Upper Tray</u> Maximum sheet size: 14.33" W x 20.5" L* 364 mm W x 521 mm L Minimum sheet size: 10" W x 8.27" L** 254 mm x 210 mm <u>Lower Tray</u> Maximum sheet size: 14.33" W x 20.5" L* 364 mm x 521 mm Minimum sheet size: 7" W x 10" L 178 mm W x 254 mm L Sheet dimensions Width (W) x Length (L)	Standard sizes and custom sizes are supported. Specialty media (e.g. envelopes, windowed stocks, reinforced, transparencies, Mylar, toner-based pre-printed shells, adhesives backed labels) are currently not supported from either tray. Paper based tabs and 2-3-4 hole drilled paper are supported per TSL. * The System only supports up to 20.5" paper and will not feed anything larger than 20.5". ** Upper Tray minimum Width is 10" or 254 mm. Short Edge Feed for A4 or Letter is not supported from Upper Tray.

Xerox Production Stacker (XPS) Specifications

The Xerox Production Stacker ("XPS") is a stacking device that also enables other inline finishing by providing document transport capability and full DFA support to DFA compliant finishing devices.

XPS Features

- Dual stack capability (up to two stacks per stacker)
- Unload while run with a single stacker
- Unload while run / unload on demand functionality
- Adjustable unload height from 8" to 24"
- Set and Job offset
- Subset offset
- Jam offsetting (default is set to off)
- Sheet level jam recovery
- Substrates that tend to exhibit curl when being fed through the Baltoro® System can cause functionality problems in the finishing devices

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

- Built-in rotator to maintain productivity when finishing smaller size applications via Document Finishing Architecture (“DFA”) device finishing devices
- Center or Edge(front) registered output delivery

XPS Unloading

When a full stack condition occurs, the printer pauses (skips pitches) and the stack will be automatically ejected (alternatively, the operator can set it to eject manually) to the front of the XPS and raised to the programmed height. Once the stack is ejected, the stacker will resume stacking operations on a second internal stack, even before the previous stack is unloaded. Thus, there can be two completed stacks of 2,850 sheets before the XPS needs unloading. The ejection process is a pseudo “unload while run” feature because it does not require the printer to cycle down, but there is a pause while the stack is ejecting. This pause varies based on machine configuration, how full the stacker is when the unload takes place, and whether the job is printed simplex or duplex. If the stacker is nearly empty (and the unload button is pressed), the delay will be approximately 36 seconds. If the stacker is full (and the unload button is pressed), the delay will be approximately 48 seconds. If the job is duplex, customer will need to add 6.5 seconds to the above times. In addition, sheets coming from a second feeder or sheets fed through a second dryer and/or cooler will add more time. The user can select the “Do Not Auto Eject” setting to prevent automatic ejection under a full stack condition. In this case, the user can push the “Unload” button to eject the stack.

XPS unload operations can be configured to occur automatically at a set stack limit, at job, or partition boundaries. Unload operations can also be initiated manually via the Stacker Unload button or the GUI (‘unload on demand’). A stacker's stack limit can be set to any value between 200 and 2,850.

The stacker can also be programmed to unload at heights between 8” to 24”. When the stack is ejected to the front of the stacker, it will be raised or lowered to the programmed height. This will allow the user to unload the stack at near waist height or leave it at the lower height when using the optional cart to unload the stack.

The XPS “unload at waist height” capability is limited to lifting weights of up to 80 lbs. (36 kg). This weight limitation has no impact on stack capacity for media of Letter/A4 through SRA3 or 12” X 18” sizes. For media of larger than SRA3 / 12” x 18” sizes (80 gsm or more), the stack capacity will be reduced to 60 lbs. (27.2 kg) to ensure that the stack is able to be raised to waist height. If full stack capacity is preferred over lifting to waist height, the “Ignore Stack Weight Unload Limit” feature can be selected. If this feature is selected, the stacker will stack to full capacity but, if the stack is greater than 80 lbs., the stack platform will eject but not raise the stack.

For heavy weight 2-sided stock, there may be stack disturbance in the top few sheets - the top few sheets may “slide” around as the stack is ejecting. Depending on the specific stock and the air flow conditions, the top sheets may slide off the stack during the ejection. The “Do Not Auto Eject” feature can be used to minimize the stack's top sheets from sliding as the platform ejects. It is recommended to wait about 30 seconds after the “In Use” indicator turns off, prior to pressing the “Unload” button to eject the stack.

Dual XPS

Continuous operation with “unload while run” is fully supported with a dual stacker installation. When the first stack on a stacker is “full” and ejecting, or if both stacks on a stacker are full, the System will automatically switch to another available XPS stacker without skipping any pitches (which is a true “unload while run” scenario). Unloads can be configured flexibly, as above. Also, each stacker's stack limit can be configured independently, to any value between 200 and 2,850. If desired, operators can also program jobs to specific stacker destinations. A dual stacker configuration allows for a total unattended stacking capability of 10,400 pages.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Production Media Cart

The optional Production Media Cart (the “Cart”) interfaces with the Xerox Production Stacker to assist with transporting printed media from the XPS to consolidation pallets, or near-line/off-line finishing equipment. The Cart uses a motorized lift to set the unloading height for transfer of the paper stack from the Cart. Installation of the kit necessary to enable this Cart reduces the stack capacity of the XPS to 5,200 sheets (2 stacks of 2,600 sheets).

XPS Media Specifications

Attribute	Specification	
Stock Weight Range	60 to 300 gsm (approx. 40 lb. text to 110 lb. cover), per the approved TSL	
Stock Size Range	Stacker Main Tray	7.0” x 10.0” LEF and 8.27” x 11.69” SEF to 14.3” x 19.7” (178 mm x 254 mm and 210 mm x 297 mm to 364 mm x 500 mm)
	Top Tray	7.0” x 10.0” LEF and 8.27” x 11.69” SEF to 14.3” x 20.5” (178 mm x 254 mm and 210 mm x 297 mm to 364 mm x 521 mm)
	Bypass with Rotation (input)	Edge output: 7.0” x 10.0” LEF and 8.27” x 11.69” SEF to 14.3” x 14.3” (178 mm x 254 mm and 210 mm x 297 mm to 364 mm x 364 mm) Center output: 7.0” x 10.0” LEF and 8.27” x 11.69” SEF to 14.3” x 14.3” (178 mm x 254 mm and 210 mm x 297 mm to 364 mm x 364 mm)

The Stacker can accept up to 2,850 sheets of **Bold 24#** (90 gsm) 4 caliper paper or Xerox **Vitality** 20 lb. (75 gsm) 4.1 caliper paper. If you are running sheets that are thicker than 4.1 caliper, then you may receive an XPS-12-2070 “Stacker Full Switch Fault” when the stacker is going full. An example of this is Xerox **Vitality** 24 lb. (90 gsm) 4.5 caliper paper. To avoid getting these faults, please set your Stacker Limit to 2600 sheets for 4.5 caliper paper. If you are running thicker paper than 4.5 caliper, then you may need to lower the Stacker Limit further.

Xerox Tape Binder (XTB) Specifications

The Xerox Tape Binder (“XTB”) creates bound books inline using thermal adhesive tape binding strips to bind sheets (without the need for stapling). It can bind 8.5” x 11” or A4 documents (configurable by service) with up to 125 sheets. The tape binding strips are available in Black, White and Dark Blue.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

The Xerox Tape Binder has bypass capability to allow additional in-line finishing DFA devices to be connected downstream. An XPS is required upstream for in-line connectivity to the printer.

Up to two Xerox Tape Binders can be configured on one system, in a so called 'Dual XTB' configuration. Please refer to the Xerox Tape Binder Solutions Planning Guide for further site planning information, system dependencies, limitations, valid configurations, supplies (strips) information and device specifications.

Dimensions	Xerox Tape Binder
Width X Depth X Height	34.1" x 28" x 42.4" (870mm x 708mm x 1080mm)
Input Height	34" (860mm)
Bypass Output Height	34" (860mm)
Weight	352 lbs. (160 kg)
Clearance: Operator	Minimum 30" (763mm) in front of module
Clearance: Service	Minimum 46.8" (1189mm) in front, and 30" (763mm) behind

Electrical & Environmental	Xerox Tape Binder	
	Minimum	Maximum
Temperature Range	59° F (15° C)	86° F (30° C)
Humidity Range	20% RH	80% RH
Altitude	N/A	N/A
Sound Emission		Bind Mode: 75 dB(A) impulse Bypass Mode: 60 dB(A) impulse
Power	100 - 120 VAC, 50/60 Hz, 12 A 220 - 240 VAC, 50/60 Hz, 6 A	

Media Latitude	Xerox Tape Binder
Stock Weight Range	<u>Base Stock/Inserts:</u> 60 to 220 gsm uncoated <u>Covers:</u> 60 to 250 gsm uncoated, 90 to 220 gsm coated. Note that coated cover stocks are limited to those which are validated and documented in the Baltoro Tested Substrate List
Stock Sizes	8.5" x 11.0" (216mm x 279mm); A4 (210mm x 297mm) Tabs up to 0.5" (12.5 mm) wide, Covers (9 x 11", 223 x 297mm)
Specialty Media	N/A
Sheets / Books	10 – 125 sheets (75 gsm or equivalent thickness)
Tray Capacity	Up to 1500 sheets (e.g. 30 books / 50 sheets per book for 75gsm / 20lb bond) Maximum 30 books Tray can be unloaded while machine is running.

Notes:

- To maximize binding quality, limit stocks >140 gsm to 10% or less of the sheet count in a book. Also, avoid use of 60 gsm body stock with > 90 gsm inserts.
- Avoid adjacent Body Stock/Inserts of > 120 gsm.
- Transparency, coated stocks, or never-tear stocks can ONLY be used for covers (with a Third-Party inserter C.P. Bourg Sheet Feeder (BSFx))
- The maximum book thickness can be 0.5" (13mm) – when using heavier than 75 gsm substrates, the number of sheets in the book will need to be reduced to achieve book thickness of 13 mm or less.
- Performance (binding quality, jams) can also be degraded by the following:
 - Curled stock

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

- The book mass greater than 580 grams
- Drilled stock with reinforced edges
- The Xerox Tape Binder is a Document Finishing Architecture (DFA) device – please refer to the Solutions Planning Guide for other details related to the operation of this device. Of note:
 - Job recovery at the book level (and not at the sheet level). In the event of a fault shutdown in the Binder, the current book being bound will be completed (provided that is not where the fault occurred) and any partially collected sheets for the next book will have to be discarded. The job will resume at the beginning of the next book to be bound.
 - Should a jam or shutdown occur in the Binder, the Xerox Baltoro™ HF Inkjet Press User Interface (“UI”) displays a general DFA device fault message and the instructions for clearing the jam are provided on the Binder UI.

System Productivity: with Xerox Tape Binder

Baltoro XTB Books per Hour (Optimize for Print Speed)					
Letter / A4 Duplex sheets	20	30	50	75	100
Baltoro Books Per Hour	147	129	145	110	82
Baltoro Books per Hour with "Smooth" selection					
Letter / A4 Duplex sheets	20	30	50	75	100
Baltoro Books Per Hour	78	78	78	91	76

Additional In-line Third Party DFA Finishing/Feeding Options

As of the date of this publication, the In-line DFA Finishing Options described below are also available with the Xerox® Baltoro™ HF Inkjet Press (an up to date list is available at <https://www.xerox.com>). An XPS is required upstream for in-line connectivity to the printer for all the devices set forth below. Please refer to the SPG for the individual device details. The SPGs can be provided by your Xerox sales reps.

Binding

C.P. Bourg BB3202 Perfect Binder: Compiles book blocks and binds them; book blocks can consist of individual cut sheets or single fold signatures. Binds from 1 to 60 mm (0.04" to 2.36"). EVA or PUR adhesive options.

Booklet Making

C.P. Bourg Document Finisher (BDFEx/BDFNx): Automated saddle stitched signature booklet making (22 sheet capacity), with optional covers feeder, SquareEdge, and sheet rotator modules. Optional corner edge stapling (50 sheet capacity).

C.P. Bourg Booklet Maker Enhanced (BMEx): Automated saddle stitched signature, extra-large format, booklet making (30 sheet capacity); available options include sheet rotator, bleed crease and SquareEdge Modules. Optional corner edge stapling (50 sheet capacity).

Watkiss PowerSquare™ 224: Produces stitched SquareBack™ books (52 sheet capacity). Available in off-line, nearline and in-line configurations.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Roll Feeding

Tecnaue SheetFeeder BV™ NV-R: Enables delivery of cut sheets from a roll of paper; includes unwinder, cutter, sheet transport, roll cart (optional), running perforator (optional) and print registration (optional to enable feeding pre-printed forms on rolls). Available in a front, rear or straight-in unwinder feed configuration.

Perforating

Tecnaue TC 1530 CX Dynamic Perforator: Dynamic perforations; up to two horizontal perf cylinders and four vertical perf wheels. Optional 2D bar code reader.

Punching

GBC FusionPunch™ II: Provides punching, to enable lay flat binding. Includes offset stacker; available optional bypass stacker.

Sheet Feeding/Inserting

Xerox Dual-Mode Sheet Feeder (BSFEx): Transports media from up to two stack locations (or via a bypass transport) to a downstream finishing device, allowing multiple printers to share one finishing device.

Stacking

Multigraf PST-52 Stacker: Large format stacker (up to 14.3"x 20.5" for Xerox® Baltoro™ HF Inkjet Press) with trolley; up to 4,700 sheet capacity.

Ink Estimation and Ink Usage

System ink usage is composed of two components: the ink used to print customer jobs, or job ink, and the ink used to maintain machine reliability and image quality, or maintenance ink. The amount of job ink used is dependent upon the job's settings (DFE settings, profile used, etc.) and the job's area coverage. The amount of maintenance ink usage is largely a function of how much the System is used for printing (shifts per day [1 x 5, 3 x 7, etc.] and print volume). To maintain the System's reliability and image quality, the Baltoro Press regularly performs print head purges, runtime missing jet and registration correction, and warm up sheets. Customers can also manually initiate purges based upon Image Quality requirements. Some routines can be set by the customer, and some are performed automatically. Changing the defaults on the customer-selectable settings may trade off decreased ink usage for reduced image quality and system reliability. The total amount of ink used can be displayed by the Press when the operator manually starts and stops an ink usage monitor routine while running production.

Xerox also offers a standalone customer tool to estimate the ink used for any given customer job, off press and before the job is printed, called the Xerox ink measurement and proofing tool (the "IMAP tool"). This cloud-based tool is available to all Baltoro customers. Prior to machine purchase, your Xerox salesperson or analyst can assist in estimating ink usage for a given print job. Access to the IMAP tool is provided through a link in the "Welcome Letter" contained within the software kit delivered to you as part of the Baltoro installation process. With this IMAP tool, you may estimate the job ink for any job before committing it to the Press.

IMAP tool note: You shall be solely responsible for any and all data, data files, documents, graphics, messages, photographs, images, text, and/or other information or materials ("Content") that you submit to or generate in connection with your use of the tool and software. You authorize Xerox to use, process and transmit Content in the manner contemplated by the documentation for the tool and software. By using the tool and software you acknowledge and agree that Xerox is processing such Content as you direct. You are responsible and remain solely liable for the Content and compliance with all applicable laws rules and government regulations applying to the transmission thereof, including, but not limited to, those regarding data privacy and export control.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

System Configuration and Installation

This section should be used in conjunction with the Xerox® Baltoro™ HF Production System Installation Planning Guide (IPG) and the supported in-line DFA Finishing Device Solution Planning Guides (SPGs), which contain detailed specifications for size, weight, electric, and environmental conditions. Only the most important requirements are stated here.

Customer Responsibilities

Customer must work with the Xerox representative to complete certain items listed below before the System can be delivered. These items will be assessed in the final site check. Refer to the Baltoro HF System IPG for complete details.

The following must be completed before the System can be delivered and will be assessed in the final site check:

Item	Baltoro HF System
Identify placement of the System.	Room meets service and operator space clearances. Allow for extensions, such as in-line finishing, work tables, storage cabinet, etc.
Ensure the Press can be delivered to the site.	Delivery path clear and dimensionally correct.
Supply the appropriate electrical connections.	Dedicated power required.
Certify that the floor from the loading dock to the installation site, and the floor at the installation site will support the machine and emit the allowable vibration loads.	For such verification and certification, Xerox strongly recommends customer consult with a structural engineer.
Meet room Environmental Specifications for temperature and relative humidity year-round (see Installation Planning Guide).	This is essential to the System's ability to perform as expected; Xerox will not be able to resolve performance problems encountered when the area is not maintained within this operating range.
Operating range: 35-55% RH and 68°-77° F (20°-25°C).	Third party finishing devices may have more stringent specifications – please check the appropriate Solutions Planning Guide
Meet requirements for ventilation of the Baltoro System, if applicable	For the Baltoro base configuration (single dryer), an exhaust vent kit is not required. However, Xerox offers an optional ventilation kit. If external venting options are explored, then a qualified professional should be consulted to determine the interaction of the factors outlined above and make the appropriate recommendations for machine operating environment. If external venting is utilized, customer is responsible for compliance with any applicable air emission laws, rules, and regulations. For configurations that include Color Accelerator, the Baltoro System is designed to operate with two exhaust vents. When in operation, the Baltoro System with Color Accelerator exhausts 55,900 BTU/hr., at up to 3050 CFM. Venting with this configuration System should remove approximately 11.1 kw (38,000 Btu/hr.) from the total heat output of the Press. The customer must install heat vents that conform to the specifications outlined in the IPG.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Restrict accessibility to children	The Baltoro system is a commercial printing system and is expected to be installed in locations where only adults are normally present. This equipment is not suitable for use in locations where children are likely to be present.
Order Initial Paper Supplies	You are responsible for supplying 10,000 sheets of media required to complete Press setup, training, etc. This media must be from the approved TSL. You must also order sufficient quantity of media to produce your agreed Golden Job(s) at installation. This media must be from the approved TSL. This media mentioned above are in addition to the initial quantities of TSL-approved media you require for your initial normal production printing business needs.

System Installation

System installation for the Baltoro system will take up to ten days for installation of a base configuration or configuration with the Color Accelerator. Systems that include third party finishing options will require additional time to complete installation. If the Color Accelerator is being added to an existing Press, installation of the Color Accelerator upgrade will take 1-2 days, depending on age of the System being upgraded.

Ensure the necessary paper quantity and consumables for production are ordered. After install, customer is expected to provide media that a Xerox service representative can use for setting up the machine prior to operator training. You will need 10,000 sheets of various sizes for the first two weeks, along with ink and flushing fluid during the two-week monitoring period. This media must be from the approved Tested Substrate List. Specific sheet sizes for your installation will be defined and agreed between you and your Xerox analyst.

Transitioning to Production

Upon completion of the System installation, customers shall take the actions set forth below. Failure to abide by these requirements could result in service activity billable to you by Xerox outside of your Full Service Maintenance Agreement ("FSMA" or "maintenance agreement") at current Time & Material rates to repair damage and to replace any parts:

- Become familiar with Xerox support services available as described in Xerox Operator Training and according to your Xerox FSMA.
- Perform on-going operator maintenance, including routine cleaning as specified in Xerox Operator Training.
- Allow Xerox access to the System for on-going maintenance.
- Maintain environmental conditions to the product specifications.

In addition, Xerox expects customers to take the following actions in order to facilitate the ramp to production print volume:

- Establish procedures for ordering supplies according to your production requirements.
- Maintain an appropriate level of inventory (safety stock) of paper, inks, and other consumables.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Operator Training

To maximize the full productive capacity of the Baltoro HF System, you must have properly skilled, dedicated operators. Official Xerox operator training is mandatory, and we require that only operators trained by Xerox run the System.

Training will take place on-site and will last approximately five days. If applicable, training for 3rd party finishing devices is provided by the finishing vendor and is provided in addition to the Baltoro HF System training.

Following completion of the Operator Training curriculum, coaching for trained operators will take place on-site and will last approximately five days. The coaching process is intended to reinforce training concepts as they are put into action in production, and to help with job onboarding and the ramp-up to production.

If the Color Accelerator is being added to an existing System, a one-day training curriculum is required. This session will train operator(s) on the operation and maintenance tasks for the Color Accelerator.

Production Planning, Availability, and Productivity

The Baltoro HF System is designed for high productivity and to produce high quality output however, as with any printing process, you should not estimate production based solely on the raw speed of the press. The purpose of this Section is to establish expectations for the production capacity you can achieve with your System.

The Baltoro System provides many system maintenance procedures that are carried out automatically by the Press. Other maintenance and cleaning procedures must be operator initiated, and these tasks are identified in operator documentation and taught during operator training. Following the prescribed operator maintenance and cleaning procedures and completing error recovery procedures as defined in operator training are essential to achieving high productivity and quality. However, like all printing technologies, service calls will occasionally be required to resolve certain problems.

Availability

Availability refers to any time the Baltoro System is available to you and able to make prints, i.e. not being serviced by a Xerox service representative and not awaiting unscheduled maintenance to be completed during your contracted service hours. Down for service is defined as “unable to make prints,” and includes response time and machine repair time. Down for service time begins when a service request call is placed to Xerox and ends when the System is returned to you to resume production. The coverage hours of your service contract apply to all scheduled and unscheduled service activities performed by Xerox.

Availability includes the time spent producing prints as well as all routine tasks that are required to maintain the press and perform normal management of your jobs. Examples of routine tasks that are included within Availability include, but are not limited to, maintenance and cleaning procedures performed by your trained operator, Xerox-initiated preventative maintenance, startup and shutdown procedures, consumables and media loading and unloading, job management, and recovery from jams or other System faults that are resolvable by the user. Note that compliance with required maintenance procedures by your operator will result in better press productivity and quality and will reduce the need for service calls and downtime.

Pre- & Post Processing equipment may also affect availability. While not part of the Baltoro System availability described above, the servicing and maintenance of this equipment must be factored in when planning production runs.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Individual machines will vary based on factors including, but not limited to, job types, workflows, media, ink coverage, run lengths of jobs, operator skills, finishing, environmental factors and compliance with maintenance and cleaning procedures.

Average Monthly Volume and Maximum Duty Cycle

Baltoro's recommended average monthly volume is 750K – 3.0M impressions, where “impression” refers to an A4 or US Letter equivalent.

Maximum recommended monthly duty cycle for Baltoro is 6M impressions. Duty cycle represents the maximum number of impressions you can expect the Press to produce to support short bursts of work or a peak period. It is not a representation of the volume that can be produced on an extended basis.

Customer Maintenance

Your Xerox-trained Operator will perform simple preventive maintenance on the Press including the following. Refer to the “Maintenance” section of the document, “Xerox® Baltoro™ HF Inkjet Press Customer Documentation” for the full list of maintenance tasks.

1. Clean the Sheet Feed Module multi-sheet sensor
2. Clean the Registration Transport platen glass and reflector
3. Clean the Marker Module Transport belt
4. Replace the Marker Module Transport belt when needed
5. Clean the decurler assemblies

Recommended Daily operator maintenance actions:

1. Run the “End of Shift Print Head Maintenance” routine.
2. Clean the marker module transport belt at end of shift.

Operator may purge individual heads if missing jets are visible during a run with runtime correction enabled.

Basic Operator duties also include replacing the following consumables and making the sure the Press is supplied with the following:

1. Inks- Black, Cyan, Yellow and Magenta
2. Waste Ink Bottle
3. Aqueous Wiper Fluid
4. Paper

Customer will be responsible for disposing of the waste ink and wiper fluid according to the local laws. The spare parts and materials to perform operator maintenance activities are included as part of your FSMA and must be obtained from Xerox. Failure to perform operator maintenance by Xerox trained operators with Xerox approved materials and as per trained operator procedures may cause billable Xerox service activity and repair of damage that is not covered by your FSMA.

System Maintenance

Print Heads: Print heads are covered by your maintenance agreement, if applicable, subject to specific terms detailed in your Xerox maintenance agreement, in addition to the conditions below:

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

- Preventive maintenance has been properly executed.
- Inks, consumables, and spare parts are qualified and supplied by Xerox.

Your Xerox service representative will be able to determine when it is necessary to replace a print head. Replacement of the print head will not be covered within the maintenance agreement if the terms above, or in your Xerox maintenance agreement have been violated and/or if void conditions described in the maintenance agreement are applicable.

The System will automatically cap print heads at cycle down.

If a power outage occurs and print heads will be uncapped for more than two hours, Xerox service must be contacted to manually cap print heads.

To maintain optimal performance, the System will go through automatic ink purges depending on idle time.

- At cycle up of the press, a purge will take place for magenta if the System has been idle (no printing or purging) for more than one hour. A purge will take place for cyan, yellow, and black if the System has been idle for more than 90 minutes.
- At cycle up of the press, a double purge will take place if the System has been idle (no printing or purging) for more than eight hours
- During normal operations, printing operations will pause, and a purge will take place for magenta if it has been more than two hours since the last purge, and a purge will take place for cyan, yellow, and black if it has been more than three hours since the last purge.

In addition, the IntelliPurge feature is intended to reduce Image Quality (IQ) artifacts, such as increased graininess or reduced edge sharpness, which may become noticeable near the end of the windows between automatic purges. IntelliPurge will perform a micropurge after one hour of print time. If IQ artifacts are objectionable, the time between micropurges can be reduced by your Xerox service representative. Reducing the time between micropurges may slightly reduce your overall print productivity due to the additional purge cycles but will improve the IQ artifacts.

Note: the purge schedule is subject to change in future software release without notice.

When printing jobs, the print heads will automatically pre-fire electronic impulses to those jets that will be used for the job. In addition, Baltoro provides three options for exercising all of the jets in the system in order to maintain printhead health. These modes may be selected by the operator individually (to reduce the amount of maintenance ink used) or in tandem (to maximize jet clearance / printhead health). Each mode will exercise jets at different intervals, so depending on factors such as ink coverage within a job, effectiveness of missing jet avoidance may vary on specific jobs.

- **Background Jetting:** When printing jobs, the print heads will continuously fire background pixels throughout the run to keep all jets fresh. These pixels are required to prevent clogging and are not perceivable to the naked eye at normal viewing distance. For most jobs, background jetting will have a minimal effect on overall image quality.
- **Flush Lines:** When only the Flush Line option is selected, no background spray pixels are printed. Instead, a thin line of each color (C, M, Y, K) is printed at the leading edge or at the trailing edge of each sheet, according to the option you select. For duplex printing, the flush lines will be printed on the same edge of the paper, front to back. For example, if “Marking Lead Edge” is selected, the flush lines will be printed at the leading edge of side one, and at the trailing edge of side two. The total width of the flush line is approximately 1 mm. The flush line will be printed immediately after the 3 mm edge border at the lead edge of a sheet, or immediately before the 3 mm edge border at the trail edge. If using flush lines, design

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

of the print file should account for the 3 mm edge borders, plus the width of the flush line, plus any space required for waste trim, if applicable.

- **Dynamic Print Sample (DPS):** This mode repurposes the warm-up sheets to be printed at defined intervals during a job. DPS can be used by itself, or in conjunction with Background Jetting or Flush Lines. When the DPS option is used by itself, no background spray pixels are printed, and the press will print a warm-up sheet every 250 Impressions (A4 or Letter equivalent). If DPS is used in conjunction with Flush Lines or Background Jetting, the interval between the warm-up sheets will vary based on the print speed mode, from 250 Impressions in Optimized for Special Media mode to 1,500 impressions in Optimized for Speed mode. These intervals are subject to change by Xerox if different intervals are required to ensure printhead health. Note that when used by itself, DPS does not ensure that all jets are exercised as frequently as Background jetting or Flush Lines. As a result, using DPS by itself may result in missing jets and/ or missing image area at the lead edge of sheets, in all colors, on sheets just prior to the sample page being printed. The severity of these artifacts, if any, depends on the type of job being printed. If such artifacts occur on specific jobs and are objectionable, Background Jetting or Flush Lines should be used for those jobs.

Automated Registration and Missing Jet Correction: The Baltoro System is equipped with an integrated imaging module that scans the full media width at printer rated speed. The imaging module runs a routine that uses the captured image to adjust print head alignment and correct missing jets. The routine can be invoked by the operator, or it can be set up to run during a production run automatically. The routine is recommended to be run at the start of each shift and after each manual purge. After scanning, the Image Quality control target will be sent to the top tray where it will be separate from customer output. The diagnostic target will not be counted on the billing meters and the amount of ink used in all prevention cases will be minimal. It is also advised that operators inspect output on regularly scheduled basis (e.g., every 1,000 sheets) using the sample print feature located in the FreeFlow Print Server interface. It is expected that some missing jets may be present at startup and will accumulate in between correction intervals (when the System checks for missing jets). For those jobs with high image quality requirements, it is recommended to lower the interval between System checks.

Productivity Considerations

Production Inkjet presses typically have a ramp to mature production capacity, driven by job onboarding, newness and complexity of the System, operator experience/maturity, and other factors. To ensure you can meet your commitments to your end-user customers, it is advisable to use cautious planning assumptions, particularly in the early months after install.

Over time, as you become more experienced at operation, press productivity should increase. Print volume that you can achieve in a given period will be driven by many variables including pre-press workflow efficiency, job types, client expectations, use of qualified media, daily volume, number of jobs, job mix, area coverage, adherence to environmental specifications, operator expertise, and compliance with maintenance procedures.

Job content or size can affect the achieved print rate on a given job.

For maximum productivity, keeping the job queue full eliminates between-job delays.

Periodically, your Baltoro HF System will require service to be carried out by the Xerox service representative, making the Press unavailable for production. In addition, the Xerox service representative will carry out routine preventive maintenance that is required by your System. The Baltoro HF System also has specific maintenance tasks that are the responsibility of your operator.

For jobs with critical print windows, you should make allowance for service calls in case they are needed. All extended service calls are escalated to the Xerox Command Center for assisted resolution

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

The operator is able to load paper and ink, as well as unload the waste bottle, while the Baltoro Press is running. In addition, the stacker supports unloading while running to maximize productivity.

It is important that the factors impacting productivity are understood and that you plan for them. Your local Xerox service team will work to set up a maintenance schedule to best fit with your production windows for maximum productivity.

Mixed Plex Productivity

All stocks and specialty media on the TSL are imaged at rated speed regardless of weight or type. The section entitled “Print Rate” below shows the print rates supported by the Press for some standard sizes. Sizes in-between will default to the next slower rate.

Jobs that feature mixed plex (i.e., single sided mixed in production run with double-sided pages) will result in a reduction of print speed. Actual performance will vary based on the attributes of each specific job. In addition, jobs run 1 to N and N to 1 with simplex sheets that are forced to print duplex all result in very similar production efficiencies. Inserting blank pages where required to force the press to full duplex mode will allow normal duplex productivity to be achieved. Blank pages (pages containing no cyan, yellow, magenta, or black data) do not result in billing meters being incremented.

As an alternative to adding blank pages to the job, the Baltoro System can be put into a mode where all sheets are forced through the duplex path, enabling duplex productivity to be achieved. This mode needs to be disabled when printing simplex jobs to achieve normal simplex productivity. The operator may choose this mode manually, or may allow the system to automatically select when forced duplex mode should be used to ensure maximum print productivity.

Print Rate

Baltoro print speeds for various sheet sizes and speed modes are shown in the tables below. There are separate tables for the Base and Color Accelerator configurations.

Notes and definitions:

- Impression – 8.5 x 11” or A4 equivalent. Please refer to “System Configuration - Billing Meters” section for criteria for the Large Impressions meters.
- IPM – Impressions Per Minute.
- Page – a physical sheet of media
- PPM – Pages Per Minute
- Standard Mode (Optimize For Color Rendering) – Baltoro System base print speed
- High-Speed Mode (Optimize For Speed) – Baltoro System print speed with speed license activated. High-Speed Mode only applies to Uncoated and Inkjet Treated media types.
 - In Base configuration, Small and Medium drop may be used in High-Speed Mode
 - In Color Accelerator configuration, Small, Medium, Large and Max drop may be used in High-Speed Mode
- Specialty Mode (Optimize for Specialty Media) – Print speed for selected Coated media as defined by TSL. Available in Color Accelerator configuration only.
- Note: Any approved Offset Coated and Inkjet Coated media must be run at Standard Speed Mode or Specialty Mode. High-Speed Mode may not be used and does not apply for these coated media types.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Baltoro Productivity Base Config.	Standard Papers						Standard Mode				High Speed Mode			
							IPM		PPM		IPM		PPM	
Paper Dimensions Along Process Direction	Paper Name	LFF	SEF	Inches	mm	Notes	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex
7.00" -- 8.27" 178 mm -- 210 mm	7x10	X		7x10	178 x 254	Feeder Lower Tray / All Destinations	197	197	197	98	197	276	197	138
	8x10	X		8x10	203 x 254									
		A4	X		8.27x11.69	210 x 297	All Trays / All Destinations							
8.28" -- 8.50" 211 mm -- 216 mm	Letter	X		8.5x11	216 x 279	All Trays / All Destinations	197	192	197	96	197	271	197	135
	Legal	X		8.5x14	216 x 356									
8.51" -- 9.02" 217 mm -- 229 mm	9x11	X		9x11	229 x 279	All Trays / All Destinations	182	175	182	87	182	252	182	126
	C4	X		9x12.8	229 x 324									
9.03" -- 10.20" 230 mm -- 259 mm	ISO B4	X		9.84x13.9	250 x 353	All Trays / All Destinations	163	165	163	82	163	227	163	113
	JIS B4	X		10.12x14.33	257 x 364									
10.21" -- 11.70" 260 mm -- 297 mm	Letter		X	8.5x11	216 x 279	All Trays / All Destinations	138	147	138	73	138	202	138	101
	A4		X	8.27x11.69	210 x 297									
11.71" -- 14.33" 298 mm -- 364 mm	C4		X	9x12.8	229 x 324	All Trays / All Destinations	111	122	111	61	111	173	111	86
	ISO B4		X	9.84x13.9	250 x 353									
	Legal		X	8.5x14	216 x 356									
	JIS B4		X	10.12x14.33	257 x 364									
Note: the following sizes are 2-up per side (two impressions per side)														
14.34" -- 17.01" 365 mm -- 432 mm	A3		X	11.69x16.54	297 x 420	All Trays / All Destinations	200	210	100	53	200	300	100	75
	Ledger		X	11x17	279 x 432									
17.02" -- 18.12" 433 mm -- 460 mm	SRA3		X	12.6x17.7	320 x 450	All Trays / All Destinations	174	200	87	50	174	254	87	64
	12x18		X	12x18	305 x 457									
	C3		X	12.8x18	324 x 458									
18.13" -- 20.50" 461 mm -- 520.7 mm	14.33x19.3		X	14.33x19.3	364 x 490	Stacker Offs et - Edge Registered	168	174	84	44	168	252	84	63
	B3		X	13.90x19.68	353 x 500	Bypass / Top Tray Only								
	14.33 x 20.5		X	14.33x20.5	364 x 520									

Baltoro Productivity Color Accelerator Config.	Standard Papers						Standard Mode		Standard Mode		High Speed Mode		High Speed Mode		Specialty Mode		Specialty Mode	
							IPM		PPM		IPM		PPM		IPM		PPM	
Paper Dimensions Along Process Direction	Paper Name	LFF	SEF	Inches	mm	Notes	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex
7.00" -- 8.27" 178 mm -- 210 mm	7x10	X		7x10	178 x 254	Feeder Lower Tray / All Destinations	197	195	197	97	197	270	197	135	99	100	99	50
	8x10	X		8x10	203 x 254													
		A4	X		8.27x11.69	210 x 297	All Trays / All Destinations											
8.28" -- 8.50" 211 mm -- 216 mm	Letter	X		8.5x11	216 x 279	All Trays / All Destinations	197	192	197	96	197	270	197	135	99	97	99	48
	Legal	X		8.5x14	216 x 356													
		9x11	X		9x11	229 x 279	All Trays / All Destinations	182	181	182	90	182	255	182	127	91	90	91
217 mm -- 229 mm	C4	X		9x12.8	229 x 324													
9.03" -- 10.20" 230 mm -- 259 mm	ISO B4	X		9.84x13.9	250 x 353	All Trays / All Destinations	163	165	163	82	163	226	163	113	81	83	81	41
	JIS B4	X		10.12x14.33	257 x 364													
		Letter		X	8.5x11	216 x 279	All Trays / All Destinations	138	146	138	73	138	208	138	104	69	74	69
260 mm -- 297 mm	A4		X	8.27x11.69	210 x 297													
11.71" -- 14.33" 298 mm -- 364 mm	C4		X	9x12.8	229 x 324	All Trays / All Destinations	111	122	111	61	111	165	111	82	56	60	56	30
	ISO B4		X	9.84x13.9	250 x 353													
	Legal		X	8.5x14	216 x 356													
	JIS B4		X	10.12x14.33	257 x 364													
Note: the following sizes are 2-up per side (two impressions per side)																		
14.34" -- 17.01" 365 mm -- 432 mm	A3		X	11.69x16.54	297 x 420	All Trays / All Destinations	202	212	101	53	202	300	101	75	100	106	50	26
	Ledger		X	11x17	279 x 432													
	SRA3		X	12.6x17.7	320 x 450													
17.02" -- 18.12" 433 mm -- 460 mm	12x18		X	12x18	305 x 457	All Trays / All Destinations	174	196	87	49	174	270	87	67	88	98	44	24
	C3		X	12.8x18	324 x 458													
		14.33x19.3		X	14.33x19.3													
18.13" -- 20.50" 461 mm -- 520.7 mm	B3		X	13.90x19.68	353 x 500	Bypass / Top Tray Only	168	172	84	43	168	240	84	60	84	88	42	22
	14.33 x 20.5		X	14.33x20.5	364 x 520													

Impact of System Updates

System updates may mean that previously printed jobs may not look the same when reprinted. This will be communicated in release documentation and may require you to engage your Xerox analyst to assist you in recalibrating any custom settings that you use. Xerox will attempt to minimize these impacts.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

When considering new applications or media to print, testing the application is strongly recommended before transitioning to production.

Jam Clearance - Dryer

Access to the dryer(s) for jam clearance may be delayed to allow the dryer to stabilize to a lower temperature.

Paper and Media Support

The Xerox® Baltoro™ HF Inkjet Press prints on a wide range of plain (uncoated) papers, inkjet treated papers, offset coated papers, and special media. The Tested Substrate List (TSL) defines the specific papers that are supported, including weight range, sheet sizes, and coating types. The weight range specification for coated papers is defined by the approved media on the TSL. The TSL will also define if specific papers are only approved with Color Accelerator configuration, and if specific papers must be printed in Special Media Mode.

Upon delivery of the Baltoro, you will receive “Welcome Package” documentation that includes a URL at which you can access the latest TSL, which is updated and kept evergreen by Xerox. Please refer to the TSL at the website URL provided or on <https://www.xerox.com> for up to date information on papers that have been tested.

In general, Baltoro will perform more reliably with long grain paper.

Validation/Testing of Media

Any media that is not included on the TSL must be tested and validated by Xerox prior to use in production.

Extremely lightweight stock (60 gsm) should be tested with the intended print application prior to use.

Heavier weight stocks (216 – 300 gsm) should be tested with intended print application prior to use. The ability to support stocks in this range will vary based on the physical characteristics of the media as well as attributes of the print application including ink coverage and sheet size.

Perforated papers, offset pre-printed shells, and carbonless may be accepted based on Xerox test results. It is required that all perforated papers, pre-printed forms, and carbonless papers be submitted for proper evaluation. If a perforated paper is approved on the TSL, it should still be tested with the intended print application.

Specifications/Concerns with Specific Papers

Lighter weight papers should be loaded in the paper tray with the grain parallel to the front and back of the paper tray to increase stiffness.

Due to tensile strength, lightweight papers are more likely than other papers to curl and jam in the Press.

Oversized lightweight sheets (e.g. 11x17, A3, or larger) are more prone to cockle and curl which may result in poor stack performance.

The minimum width (cross-process direction) of any approved stock is 8.27 inches (210 mm) and maximum width is 14.33 inches (364 mm). Avoid duplex printing stocks between 8.7 – 9.7 inches in the cross-process direction.

The minimum **length** of any approved stock is 7 inches (177.8 mm) and maximum length is 20.5 inches (520.7 mm) in the process direction. Note: lengths longer than 19.7 inches (500 mm) cannot run to the stacker and must run to top tray or through bypass to a third-party finishing device.

Lightweight Papers and Lightweight Media Kit

Coated stocks ≤ 105 gsm require the Stacker Lightweight Media Kit. The Tested Substrate List will specify if Lightweight Media Kit is required for other paper weights or types.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Operator must be familiar with all three decurlers, and the operator may need to use Face-up or Face-down imposition settings from the DFE menu to enable reliable stacking.

Jobs with high ink coverage on lightweight coated stocks may require unprinted border on all four edges of the sheet. This border may be necessary in order to minimize paper curl and promote stack quality. The Press will not automatically enforce this border, so the design of files and selection of paper size should accommodate this requirement. Jobs with high ink coverage should be tested to ensure ability to print reliably.

If there is slight curl in the unprinted paper out of the ream, load the paper curl down in the Feeder tray.

Coated Papers and Speed Modes (Color Accelerator Only)

The full range of supported coated papers may be printed in Optimize For Color Rendering Mode (Standard Mode), and with all available drop sizes (Small, Medium, Large, Max). If a specific coated paper requires the use of Specialty Media Mode, this requirement will be noted on the Tested Substrate List.

Depending on the amount and type of ink coverage, specific jobs on 80# Cover / 200 gsm papers and heavier may not be supported in Standard Mode. If offsetting is observed when printing a specific job in Standard Mode, there are four remedies for production of that job:

1. Ensure that a coated paper color profile is being used to print the job, and not a profile designed for uncoated or inkjet treated media.
2. If printing the job with a color profile that uses direct CMYK, switch to a color-managed profile, e.g. "GRACOL 2006."
3. If printing using Max drop size, change to Large, Medium, or Small drop size. If printing using Large drop size, change to Medium or small.
4. If incomplete drying is still observed, the job must be printed in Specialty Media Mode. Print speeds for Specialty Media Mode are noted in the productivity charts earlier in this document. Note that, if this is the case, it is due to the specific properties of the job and a service call is not recommended.

The specific papers that are supported at High Speed Mode, as well as any recommendations for drop size (Small, Medium, Large, Max), are identified on the Tested Substrate List.

Depending on the amount and type of ink coverage, specific jobs may not be supported in High Speed Mode, even on an approved paper. If offsetting is observed when printing a specific job on coated paper in High Speed Mode, remedies 1-3 described above should be followed. If incomplete drying is still observed, the job must be printed in Optimize for Color Rendering Mode (Standard Mode).

Tabs

Paper based tabs are supported, with the following specifications:

- Tabs must be approved on the TSL.
- Printing is supported on both the body (face) of the tab sheet, and on the tab element itself.
- To enable proper printing on the tab element, a dc720 setup routine must be run for each tab stock. This routine uses the IIM to measure and record a rectangular tab region and the tab sequence. When printing on tab stock, the IIM checks the position of the tabs against the expected location, and a fault will occur if they don't match.
- The 3mm border erase applies to all edges of the tab stock, including the edges of the tab element.
- If the dc720 setup is not run for the specific tab stock, then the actual printable area for the tab stock is the overall tab stock envelope truncated by the tab width, and also truncated by the 3mm border erase on all edges. In this case, the tab width is defined as NVM60728.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

- Tab stock should always be loaded in tray such that the tab elements are on the trailing edge as it passes through the feeder module.
- Printing on tab stock is enabled in both simplex and duplex modes.

Pre-Drilled or Punched Papers

Pre-drilled paper is supported with the specifications shown below. In general, if a specific paper is approved on the TSL, then a pre-drilled version of that paper is approved.

- Supported pre-drilled or pre-punched stocks include 3-hole Letter and 2-hole or 4-hole A4 papers.
- Papers with other hole patterns, such as multi-hole punched paper for coil bound or spiral bound applications, must be tested for runnability, and may not be supported.
- Drilled stock should always be loaded in tray such that the holes are on the leading edge of the sheet as it passes through the feeder module
- Because there is no hole validation check, no printing or jetting will be permitted on, or near the holes. The System designates the drill zone as an erase zone (no marking or jetting), during both the simplex and duplex printing process. The drill zone is independent of the 3mm border erase feature.
- Printing on drilled stock is only allowable within the body region of the stock. The actual imaging area for drilled stock is the overall drilled stock envelope truncated by the erase zone, or the larger of either the drill zone width or the border erase on the edge with the holes.
- Printing on drilled stock is available in simplex and duplex mode.

Pre-printed Forms

Offset pre-printed shells (forms) are supported but must be on an approved media from the TSL. Additionally, before use in production, the offset pre-printed shell should be tested. Depending on its location, a logo or other pre-printed image on the form may interfere with the System's paper path sensors. A pre-printed shell may need to be loaded in a particular orientation or the operator may need to bypass a machine fault to enable the form to be used.

Unsupported Media

The Baltoro System does not support the following specialty media types: envelopes, windowed stocks, reinforced, transparencies, Mylar, digitally pre-printed shells (toner based) or adhesives backed labels.

Stock Library

The Stock Library is maintained at the Press's User Interface. The Stock Library shortcut button opens a window for operators to view all stocks and media defined for use on the System. From this window, it is possible to add, delete, and generally manage all stocks and media for use on the System. This library makes it easy to set up all stocks that are planned for use so operators can quickly select them when needed for a print run.

The TSL is the source of record for all stocks recommended for use with this press.

Use of Unqualified Media and Custom Cut Media

Usage of unqualified or non-recommended media that is found to cause damage to the device, increased maintenance, and/or increased service costs, is not covered under your FSMA or maintenance agreement. Media usage can be managed by moving to a comparable paper with better performance from our TSL and if you have

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

any questions or need a recommendation from the TSL, please consult with your Xerox analyst; otherwise, continued use could result in billable Xerox service activity at current Time & Material rates.

Image registration, image quality, and machine reliability can be adversely affected when custom-cut paper is inaccurately cut, or is of poor quality, or when loose paper fibers are present on the cut edges. Your use of custom-cut paper that is found to cause damage to the device, increased maintenance, and/or increased service costs, is not covered under your FSMA or maintenance agreement. Any device performance problems caused by the use of such paper, if repairable, could result in billable Xerox service activity at current Time & Material rates.

Paper Storage and Handling

The best produced paper can be rendered useless if it is not properly packaged, shipped, and stored. Proper care should be used to protect all paper stocks from moisture, contamination, and physical damage.

Paper should be stored on pallets, shelves or in cabinets. If cartons or individual reams are to be stacked, proper care in handling is necessary to avoid damages to edges and corners.

The optimal storage location should be environmentally controlled and void of extremes in temperature and humidity. Avoid opening ream-wrapped papers until it is ready to be loaded into the press.

Image Quality

This section provides information on the System's performance with respect to print quality; however, you should use the print samples provided and the output from the testing of your own applications to validate for yourself that Baltoro HF System will meet your expectations in this area.

In addition, the best results will be obtained when pieces are designed with the capabilities of the System in mind.

Critical Aspects of Image Quality

Drop Sizes

There are four drop size modes, or ink use modes, optimized to enable the operator to make the best cost/quality for the application being printed:

- Small** – Optimized for reasonable IQ with aggressive ink savings
- Medium** – Default optimized for best IQ with conservative ink usage
- Large** – Best for good color gamut with reasonable ink usage
- Maximum** – Maximizes color gamut

Drop sizes should be used along with profile ink limit to optimize the ink usage for any given image quality needed. The drop sizes will affect both the text and the graphics and images, whereas the ink limit will only affect the graphics and images and will have no effect on black text. The defaults ink limits for each of the four drop sizes have been set up to produce a wide variety of ink usage and thereby color gamut. The largest drop size will use the most ink and have the widest gamut. The smallest drop size will use the least amount of ink and will have the smallest gamut.

All drop sizes may not be supported on a specific paper type. Refer to the TSL for any drop size limitations that may apply to specific papers. Key specifications for drop size usage include:

- In the Base Configuration, approved coated papers can use Small and Medium drop sizes only.
- With the Color Accelerator configuration, coated papers can use all drop sizes unless otherwise specified on the TSL.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

- If the speed license is enabled, when printing uncoated or inkjet treated papers in High Speed Mode, jobs can be run with Small and Medium drop sizes only.

Color Rendering

The Xerox HF Inks have been designed to work best with inkjet treated and coated stocks. Uncoated media without an inkjet treatment may not be as vibrant as uncoated inkjet treated media. There are default profiles for each of the four drop sizes for inkjet treated and uncoated stocks. The best color rendering for these types of media can be achieved by building a custom destination profile with the intended paper and the drop size and ink limit combination desired. Because the ink/media interactions are very critical for coated stocks, custom destination profiles for coated stocks must be created for each coated media. Custom destination profiles can easily be created from the FreeFlow Print Server and use the Inline Spectrophotometer to optimize the color rendering for the media.

Patented Multibit Vector Half-toning algorithms take full advantage of print head 1200 dpi resolution and bit depth to provide step-free sweeps and vignettes. Ink Density Optimization using the Integrated Imaging Module (IIM) can be run on any media to automatically adjust each page for optimum uniformity.

Artifacts Near Sheet Edges

Image Quality artifacts (such as blurring of images, lines, or text) may be more noticeable within 10 mm of any sheet edge (Lead, Trail, Inboard, or Outboard). Jobs that contain text, images, or lines within 10 mm of a sheet edge should be tested to confirm that image quality meets the requirement of the job. These artifacts can be improved by moving critical text or images further in from edges or by using oversized sheets which are cut to finished size.

Lines Quality

The System can print solid lines down to 0.12 points and is able to maintain the relative differences in point size widths for lines as narrow as 0.24 and 0.36 points.

Text Quality

Black text quality is excellent for sizes as low as 4 point. Color text and text reversed out of tints will hold good edge quality down to 6 point. The System does not require the addition of cyan or other colorants to black to achieve a good black. However, it is an available option which in some cases can increase the text density.

Missing Jet Detection and Correction

The Baltoro System can automatically compensate for missing jets during print runs. Missing jet detection is automatically performed by the Press, using the IIM, which scans a test pattern that is printed at a user-defined frequency, e.g. every 250 sheets. If the IIM detects missing jet(s), the System will compensate for them, without the need for any manual intervention by an operator. There can be a delay between detection and when compensation is applied, based on processing time.

Missing jet correction utilizes adjacent jets to “mask” the missing jet until a purge can be completed and the missing jet can be restored. Missing jet correction will be applied at all levels (Small, Medium, Large, and Max).

Missing jet correction may be less effective when printing higher density images at the larger drop sizes (e.g. Large and Max). This is because there are fewer opportunities for an adjacent jet to be used for compensation, since most of the jets are being utilized to produce the high-density image. For these and other quality-sensitive jobs, it is advised that an operator periodically perform quality checks to visually inspect during a Press run. Missing jet correction may also be less effective on gloss coated papers. There may be circumstances when the missing jet correction routine is ineffective, and a purge is required.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Baltoro provides operator accessible setpoints for missing jet notification. Key features of this capability include:

- The System will raise an alert to the operator when the number of missing jets or number of adjacent missing jets exceeds a threshold.
- This threshold varies by color due to differences in visibility or severity of a missing jet for each color.
- The default value for these thresholds is set to a level at which missing or adjacent missing jets may cause objectionable print defects.
- These thresholds maybe lowered by the operator for a job with high sensitivity to missing jets or raised by the operator for higher system productivity when there is less sensitivity to missing jets.
- The operator may choose to have the press automatically stop printing a job when this alert is raised or may allow the Press to continue to run while monitoring missing jet counts measured at each correction interval.

It is expected that some missing jets may be present and uncorrected at startup and will accumulate in between correction intervals (i.e. when the System checks for missing jets).

Color Uniformity – Print Head Overlap Zone

Color uniformity may vary across each printhead of each color. Non uniformity is most severe when running consistent, repeated pages of high ink coverage. If this occurs, the artifact is most noticeable in areas where printheads overlap, approximately 4.5 inches (114 mm) from the inboard and outboard edges of the imageable area. To minimize severity, the use of automated Run Time Density Optimization option during printing at the lowest possible interval is recommended.

Other Artifacts

As with any printing process, artifacts will occur on the System. These include streaks, missing jets, corduroy, banding, graininess, spots, and deletions. For most jobs and clients, the expected level of artifacts is within the normal operational and component quality ranges of the System and will not affect the acceptability of the job. Maintenance procedures including purging are available to mitigate these artifacts. Random artifacts will occur, but at much lower rates than other color printing technologies. Artifact-sensitive jobs should be monitored. Using products on the Tested Substrate List and maintaining your environment will also help to minimize the occurrence of these artifacts. Coated stocks may exhibit higher level of graininess; severity of graininess would depend on factors such as characteristics of the coating and paper weight.

Trapping

The System allows you to be flexible and have full control of trapping. In some cases, trapping will be required due to the precise nature in which the edges of the objects are rendered. Trapping is provided at the Freeflow Print Server front end with parameters optimized for System characteristics.

Proofing

Color rendering technology offers the ability to control the tradeoff between color gamut and amount of ink used for any job. Press proofing is recommended as providing the best match to production. The System is not designed or recommended as a proofer for any other presses. Ensuring consistent RIP parameters and following the prescribed maintenance procedures including calibration will enable the closest match to the proof.

Profiling

For Inkjet Treated and Uncoated media, you can select from predefined profiles or create custom profiles. For all coated papers, ink coverage and ink limits are critical factors in ensuring both overall Image Quality and ink drying. Therefore, for validated coated papers, the TSL will specify drop size recommendations for each media.

There are default profiles for each of the four selectable drop sizes (Small, Medium, Large and Max) for both inkjet treated and untreated plain papers. These profiles have been developed to work well with a variety of papers in each of these two paper categories. The ink limits for each of these profiles has been optimized to provide easy

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

selection for production operators who may not have the advanced skills needed for sophisticated color management. The operator has only to select a predefined profile for a job to set the quality and cost for each print run. In general, the larger the drop size selected, the more vibrant the print but the more ink will be used.

The chart below shows the options from low cost to high quality:

Paper Category for Coating	Average Maximum Ink Drop Size	
Uncoated	Small	 Lower Cost <i>To control cost and quality, there are eight default destination profiles that an operator can easily select on the print server Color Management screen — four for Untreated paper and four for Treated paper. Each selection delivers a different level of cost and quality.</i> Higher Quality
	Medium	
	Large	
	Max	
Inkjet Treated	Small	
	Medium	
	Large	
	Max	
Coated	Small	
	Medium	
	Large *	
	Max *	

* For Coated media, Large and Max drop are only available with the optional Color Accelerator.

Because papers can differ widely, customers may want to create custom profiles to achieve a certain look on a particular paper that is different from what the standard defaults provide. This is done by creating a new destination profile with the ILS. This is done directly from the FreeFlow® UI. There are three easy steps to follow:

1. Select the stock.
2. Select one of four possible settings for drop sizes:
Small, Medium, Large, and Max.
3. Select the ink limit.

The default ink limit is the same as the ink limits in the default profiles for the paper and drop size selected. The ink limit can be adjusted higher (for more vibrancy) or lower (for cost savings). For a given paper type and drop size, the System will impose the maximum ink limit that can be selected. This is to avoid possible paper path

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

contamination because of too much ink being used. The maximum ink limit varies by paper type, e.g. uncoated or inkjet treated. Therefore, it is extremely important that the appropriate paper type is entered when adding a stock, and that the press interface GUI indicates the correct paper type. For example, if the operator does not enter the correct paper type and applies an ink limit designed for an untreated paper to what is actually a treated paper, too much ink will be applied and paper path contamination could result.

For coated media: the default ink limits for creating custom profiles are set up to mirror the settings of uncoated. The operator has the flexibility to adjust both drop size and ink limit to achieve desired image quality and the IQ / cost tradeoff.

Because paper coatings can have a significant effect on Image Quality, there are no default profiles for coated stocks. The operator should create a custom destination profile on the specific TSL recommended media they wish to print on. As with the uncoated and inkjet treated stocks, the default ink limits for each drop are designed to enable the operator to make the best cost/quality tradeoff for their application by selecting the appropriate drop size with its default ink limit.

FreeFlow® Print Server (FFPS)

FreeFlow® Print Server (“FFPS”) works as the Digital Front End for the Baltoro System, rasterizing incoming files and providing a number of other critical functions for print processing. The print server:

- Receives print jobs from various sources—over the network or directly at the server
- Organizes the jobs into queues for efficient processing
- Interprets incoming print files and converts them into a raster format so that the print engine can process them
- Applies printing parameters to each job
- Allows the operator to manage jobs (Set IQ parameters, change Job Properties, and Hold and Release)
- Allows the operator to manage color processing and image quality for jobs and queues

FreeFlow® Print Server handles a wide range of network connections and data streams. Since this print server supports most Xerox printers, it offers customers a common workflow and a common UI for all document production.

This server also integrates with FreeFlow® Core, a suite of workflow applications that can connect the Xerox Cut Sheet Inkjet System to a customer’s entire operation with a host of automated solutions. With FreeFlow® Core, customers can implement a more efficient print manufacturing process with more exciting revenue opportunities and fewer unnecessary costs. Xerox FreeFlow® Core is a total solution for automated print production, including JDF/JMF connectivity to external systems, as well as workflows for conversion, preflight, image enhancement, imposition, and print job web submissions. For more information about FreeFlow® Core, see <https://www.xerox.com>.

Version 24 of FreeFlow® Print Server supports the Press. This version features hardware enhancements with a faster CPU, and more memory. In addition, the Web UI provides remote access from any Windows PC or Mac with a specified web browser.

The total time consumed to print a variable data job will vary as a function of variable coverage and element demographics (size and percentage of variable text vs. images/graphics). Overall, System performance is dependent upon many factors, including the variable data application and workflow, network environment, image quality settings, and RIP and print rates. Under certain circumstances, use of large, high-resolution images printed

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

page-to-page in variable data applications will degrade RIP performance, in some cases to a degree which may affect System throughout.

Freeflow® Print Server Specifications

Hardware Item	Specification / Note
Server	Dell PowerEdge T640 server
Processors	2 x Intel Xeon Gold 6126, 2.6GHZ, 19.25M, 125W, 12C/24T
Platform OS	Windows 10
System Memory	64 GB (8 x 8GB 2666MT/s DDR4 SDRAM)
Hard Drive	6 x 1.2TB 10K RPM SAS 12Gbps, 512n
CD Drive	One (1) DVD+/-RW, SATA Drive, Slimline
Access	DELL USB Keyboard, mouse, and flat panel monitor
Removable Hard Drive	Optional
Stand (Caster Kit)	Optional

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Web UI Browser Requirements

To access the print server remotely, a PC (Windows 7 or higher) or Apple Mac computer can be used, with one of the following web browsers set forth below. No other software is required.

- Internet Explorer 10 or higher
- Firefox 37 or higher
- Chrome 42 or higher
- Safari 7 or higher

Adobe PDF Print Engine

The FreeFlow® Print Server version 24.0 incorporates Adobe PDF Print Engine version 4.4 as a standard licensed feature. Adobe PDF Print Engine provides true native rendering of PDF files, using common rendering with the Adobe Creative Suite. This technology ensures output matches the creative vision, including effects such as live transparency, blending modes and drop shadows. The integration of Adobe PDF Print Engine also takes advantage of the unique strengths of FreeFlow® Print Server, including color profile and spot color table accuracy and the high performance of the Parallel RIP.

The rendering engine in FFPS 24.0 uses APPE for all data streams including legacy PDF jobs with overprint and black overprint. The Adobe PDF Print Engine path can result in visual output and performance differences based on job characteristics. The FreeFlow® Print Server uses the Adobe PDF Print Engine for PDF processing, the queue can continue to accept and process jobs in other traditional formats such as PostScript and VIPP. It is required that key applications be tested through the file test group to evaluate quality and performance prior to implementing.

Licenses

The Xerox FreeFlow® Print Server has the licensable features set forth below. These features may come standard or have an associated price depending on your geographical region. A service technician will activate your selections by supplying the license string, expiration date, and print engine serial number.

- Server – Base application
- CID Fonts (not available in all geographies)
- AppleTalk Gateway (not available in all geographies)
- VIPP* (i.e., VI Compose)
- Preflight
- Adobe Native PDF Decomposer
- IPDS
- LCDS

* The VIPP® features require a license and have fees associated with it. A demonstration version of VI Compose software is included with the base System. This version without a license will function in demonstration mode with full functionality, allowing customers to submit and print VIPP jobs. Only the first 200 pages of any VIPP job will print. To remove this page limitation, the VIPP License Feature needs to be enabled.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Supported Print File Formats

The print server supports the following file formats:

- PDF up to version 1.8 (Acrobat 9); including PDF/VT-1, PDF/X-1a, PDF/X-3, and PDF/X-4
- IPDS
- Postscript level 1, 2, and 3
- JPEG
- TIFF v6.0, native and multi-page, TIFF-IT is not supported
- PPML
- VI Compose (Optional) – AKA VIPP
- LCDS *

* Highlight Color LCDS is not supported by Baltoro. If printing Highlight Color LCDS files on Baltoro, output will be black only and will not reproduce the requested color. To achieve full color output from a Highlight Color LCDS application, a transform or converter may be required.

The following print file formats are not supported natively and require conversion:

- ASCII
- PCL

Running Antivirus Software

If a customer decides to install an anti-virus product on its FreeFlow® Print Server, the customer is responsible for maintaining updates to the product. If System reliability and performance issues are subsequently reported, Xerox, before attempting to diagnose or troubleshoot the problem, will request the product be removed and the problem be replicated.

The following antivirus software can be installed on FreeFlow® Print Server and has been validated by Xerox:

- Symantec™ Endpoint Protection 12.1.5
- McAfee Complete Endpoint Protection—Enterprise

Note: Only Virus and Spyware protection should be enabled with these products. Firewall and other tools should not be used with FreeFlow® Print Server.

Security

You are responsible for assessing the security risk for their environment and defining appropriate mitigation that may include changes to the default settings of the Xerox equipment or standard operating processes. Xerox understands the importance of maintaining a secure network environment and recommends that customers change the default “built-in” passwords and modify the security-related configuration options to satisfy their site-specific security requirements upon completion of System installation. Xerox is committed to helping the customer keep the print server secure and compliant with the latest security requirements. This is managed via a Security Audit Process.

For more guidance on implementing security, see <http://www.xerox.com/security>

Xerox monitors alerts announcing new security vulnerabilities. These alerts are evaluated for impacts to the System and software. All patches applicable to the print server products are prioritized based on severity, System tested, and integrated into SPAR releases.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Xerox's Technical Service organization will install SPAR updates on your FreeFlow® Print Server. Please contact your support Analyst or the Xerox Welcome Center for information on the applicability and availability of security patches. The System cannot be patched or upgraded while operating/printing.

Disposal of Hard Drives

Some IT communities may request information on the handling of hard drives when equipment is returned to Xerox. They may also ask for a Statement of Volatility (SOV) or a Letter of Volatility (LOV). These documents are available for both the FreeFlow® Print Server and the Print Engine. Contact your Xerox analyst or sales representative for further details.

In the event of hard drive failure, or a return of the printing System to Xerox, the customer is responsible for assessing the risk of "sensitive data" having been captured by the FreeFlow® Print Server and Print Engine hard drives. Sensitive data includes Personal Health Information (PHI), Personally Identifiable Information (PII), and Payment Card Information (PCI). If you have any concerns about exposing such data outside your secure environment, contact your Xerox analyst or sales representative and inquire about the hard drive removal service offering.

Windows Utilities

Proxy Setup – FreeFlow® Print Server proxy setup can be configured through Windows Internet options under Control Panel.

Network Setup for CFA – A Web proxy support in Windows based FreeFlow® Print Server system to push the CFA data from PSIP System to the Xerox servers. An Apache HTTP server is used as Web proxy server in the FreeFlow® Print Server system. Apache HTTP server is deployed in FreeFlow® Print Server system as a Windows service to forward the proxy request from PSIP to Xerox Network.

Network Settings – FreeFlow® Print Server Network setting can be configured through Windows Network and Sharing Center.

FreeFlow® Print Server Local and Remote UI

FreeFlow® Print Server version 24.0 has an all new web-based U I. The UI runs in Microsoft Internet Explorer (IE) on the local machine with the browser controls hidden. The Web UI is compatible with IE 10.0, Chrome, and Firefox. The UI can be accessed remotely using any of these browsers without requiring any additional software to be loaded on the remote machine. The UI is accessible from smart phones and tablets as well, but the full functionality may be limited.

Xerox FreeFlow® Workflow Solutions

A variety of workflow solutions software is available from Xerox, enabling capabilities such as Web to Print, Prepress, Job Management and Variable Data Publishing. Examples of these workflow software products include, but are not limited to, the following. For additional information, please refer to Xerox.com.

Web to Print

- o XMPie® StoreFlow™

Prepress / Output/Job Management

- o FreeFlow® Core
- o FreeFlow® Makeready
- o FreeFlow® Output Manager™

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Variable Data

- o FreeFlow® Variable Information Suite
- o Compant DocuBridge™ Suite
- o GMC Inspire™
- o Solimar Post-Composition Document Re-Engineering Solutions

Other Xerox and 3rd Party Solutions

Many other Xerox (e.g., XPAF) and third-party software solutions are also available for use with the Baltoro System that can be obtained via 'The Xerox Connection'. These solutions enable functionality such as Device Management, Cost Control/Accounting, Output/Job Management, Variable Data, Web to Print, Host Connectivity, etc. For more information, please contact your sales representative regarding solutions and pricing available from The Xerox Connection.

Consumables

Xerox supplies are engineered specifically for use in the Baltoro System and provide the highest image quality, maximum machine productivity and efficiency. The quantity delivered with the press, the recommended initial order quantity, and yield estimates are shown in the table below.

Order Number	Description	Starter Quantity	Recommended Order Quantity	Life Expectancy	Comments
008R13256	Black Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13257	Cyan Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13258	Magenta Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13259	Yellow Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13255	Aqueous Wiper Fluid	1	2	200,000 images per bottle	One 10L bottles per pack (10L total) Fluid yield may vary

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Order Number	Description	Starter Quantity	Recommended Order Quantity	Life Expectancy	Comments
008R13260	Waste Bottle	2	None	n/a	Empty Wiper Fluid bottles can be used as waste bottles
003R11543	11" x 17" Xerox Bold	1	None	500 sheets	003R11543
003R11540	8.5" x 11" Xerox Bold	1	None	500 sheets	003R11540
003R11542	8.5" x 14" ColorXPR+	1	None	500 sheets	003R11542
502S11633	Flushing Fluid	1	None	6 months estimated supply	1L bottle (Replenished by Xerox Service)
600T00563	Safety Goggles	1	None	n/a	Customer may procure on their own from a retailer when needed
099P3228 (M)) 099P3229 (L)	Nitrile Gloves	1 box of 100 1 box of 100	None	n/a	Customer may procure on their own from a retailer when needed

Life Expectancy (ink yield) will vary based on area coverage, drop size, profile, and purge frequency. Initial supply order recommendations equate to roughly two months' inventory when printing documents with approximately 30% total area coverage, with Medium profile and default ink limit in a 1x5 operation producing 1M impressions per month. Higher print volumes will require additional levels of inventory.



To ensure proper performance, Baltoro HF Ink must be stored unopened, protected from direct sunlight, and at temperatures between -10°C to +40°C (+15°F to +104°F).

Baltoro HF Ink has a shelf life and expiration date. Do not use ink that has expired as this may damage the print heads. Ink must be used within 18 months of the manufacturing date. This date may be found as the Lot number, in the format YYMMDD, on the ink bottle label and/or the outer shipping box. An example ink bottle label is shown at left, in which the Lot number of 200414 corresponds to manufacturing date of April 4, 2020.

To order ink, aqueous wiper fluid, or waste bottles, call the Xerox Supply Center or order on-line from Xerox.com.

Safety goggles and nitrile gloves can be purchased by Xerox's U.S. and Canadian customers through Xerox by calling 1-800-828-5881. All other customers can purchase them by contacting their local Xerox service representative.

Empty Aqueous Wiper Fluid bottles can be repurposed as Waste Bottles when they are empty. Removing the Wiper Fluid label will expose a waste label underneath. However, since Waste Bottles are likely to fill at a faster rate than Wiper Fluid bottles are consumed, spare Waste Ink bottles should be ordered and kept on hand.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

It is not necessary to order flushing fluid, as this will be replenished by your Xerox service representative.

The paper noted above is an initial supply shipped with the Baltoro System and is not replenished by, or reordered through, Xerox.

Safety Considerations for the Ink

Xerox will deliver to you certain Safety Data Sheets (SDS) required under the Occupational Safety and Health Administration Hazard Communication Standard in electronic form (via email, pdf file, CD, or such other electronic form), which you consent to such electronic delivery via your signature on this CED. At any time, you may withdraw your consent for electronic delivery of the SDS by notifying your Xerox account representative and allowing reasonable time for Xerox to process this withdrawal. In addition to printing a paper copy of the electronically-provided SDS, you can also download the latest SDS from <https://safetysheets.business.xerox.com>, or request a paper copy of the SDS be mailed to you by contacting your Xerox account representative. Or, US and Canadian customers can call Customer Service at 1-800-ASK-XEROX.

Disposal Process

The Baltoro Press uses aqueous inks that are not regulated as hazardous waste in the United States under 40CFR261 or in the EU according to the Directive 2008/98/EC of the European Parliament and of the Council of 19 November 2008 on waste and repealing certain Directives (as amended - including by Directive (EU) 2018/851); European Waste Catalogue code 08 03 13. Please consult with your local waste disposal authorities for additional information.

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.12 (October 11, 2022)

Customer Expectations Agreement

Prior to signing an order or agreement for a Baltoro System, a review of the Xerox® Baltoro™ HF Inkjet Press CED is required. This document lets you know what to expect in terms of product features and product performance, as well as what Xerox expects of you. It is used in conjunction with the agreement under which you are acquiring the System from Xerox.

1. I have reviewed and understand capabilities and considerations of product operation.
2. I understand the expectations for System availability and productivity.
3. I have viewed a representative output sample from the Baltoro HF System and the print quality is acceptable for the needs of my organization.
4. I understand that my organization is responsible for the following activities identified in the Customer Expectations Document. Note that as part of the structural inspection process, Xerox **strongly recommends** that customer retain a structural engineer to inspect and approve the site:
 - a. Ensuring provision of space and siting for the System that meets Xerox requirements, including environmental controls and the completion and execution of the HVAC Inspection Certification and Site Checkout Proforma document included in the IPG.
 - b. Completion and execution of the Floor Loading Certification and Authorization for Delivery document included in the IPG.
5. I have installed / plan to install dedicated, grounded electrical supply.
6. I agree to provide a connection to the Internet to enable remote support services.

We appreciate your time in reviewing this document and would like to welcome you as an important customer of Xerox® Baltoro™ HF Inkjet Press.

Xerox Confidential, Do Not Distribute

I have reviewed and acknowledge agreement with this document:

Date _____

Customer

Xerox Sales Representative

Xerox Field Manager Technical Support

Attachment 15 – Baltoro Customer Acceptance Form

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

Golden Job Table

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

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

Purchasing Entity : _____

Date: _____

Xerox Corporation: _____

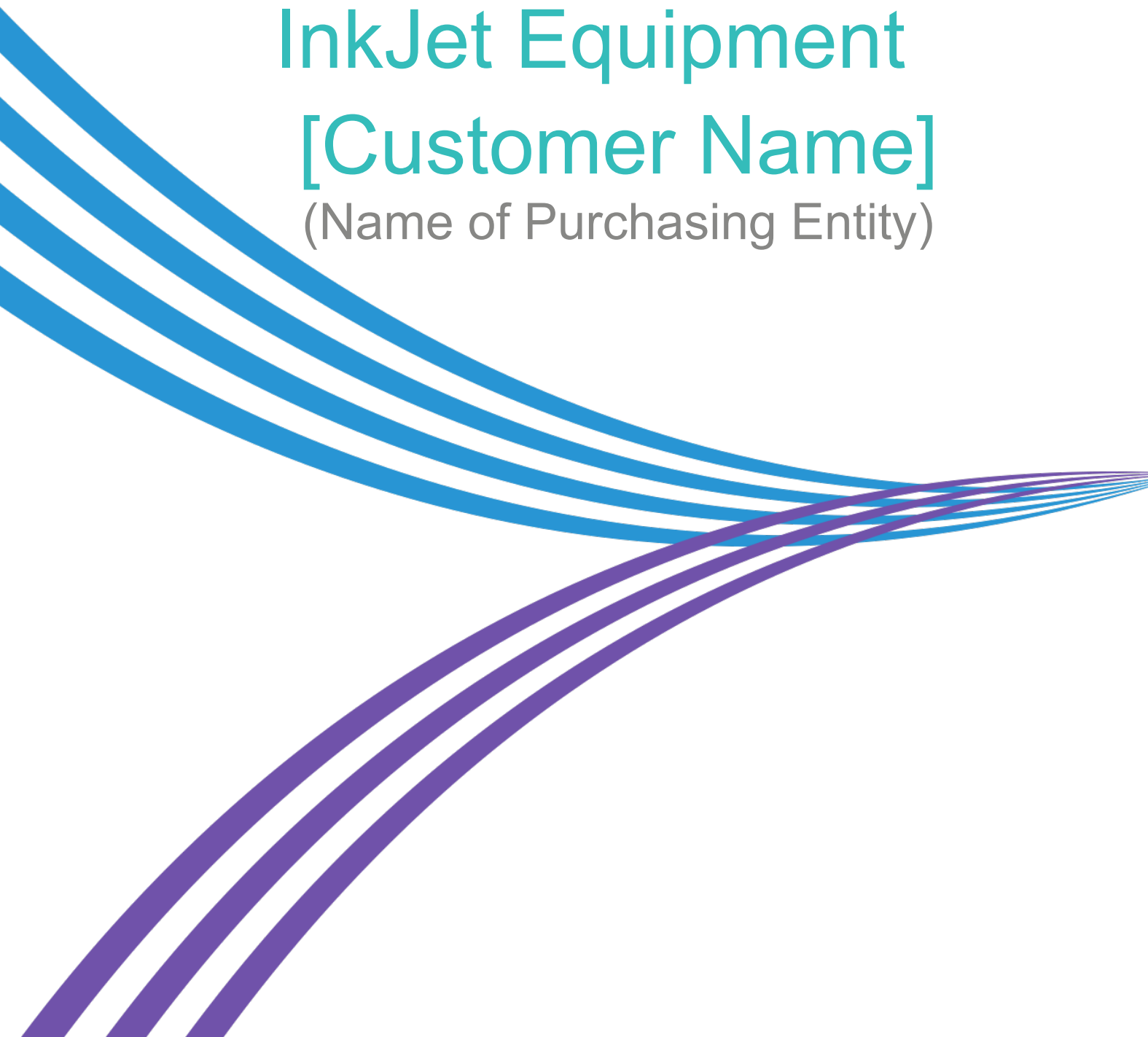
Date: _____

Customer Acceptance Sign-off

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



Statement of Work for Baltoro Production InkJet Equipment [Customer Name] (Name of Purchasing Entity)



Contents

Contents	2
Statement of Work	3
1.1 Goals	3
1.2 Project Objective and Scope	3
1.3 Xerox Deliverables and Expectations	3
1.3.1 Project Management	3
1.3.2 Project Resources	4
1.3.3 Installation Planning	4
1.3.4 Site Review	4
1.3.5 Workflow Components	4
1.4 Activities	5
1.4.1 Service Enablement	6
Client Responsibilities	6
2.1 Overview	6
Acceptance and Signoff	8
Signatures	8

Statement of Work

1.1 Goals

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

Xerox Project Management Resources:

- Implementation Plan
- Customer Acceptance Criteria

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

- Professional Services Analyst (“Xerox PSA”)
- Production Color Consultant (“Xerox PCC”)

1.2 Project Objective and Scope

- The scope of the Project is limited to the installation and implementation of the Solution in conjunction with, and supporting workflow included within this SOW (“Project”).
- Initially agreed upon applications which have been tested and validated for production readiness by Customer and Xerox and which are outlined within Attachment R (Baltoro Customer Acceptance Form).

1.3 Xerox Deliverables and Expectations

1.3.1 Project Management

Xerox will conduct the necessary Project planning for periodic status reporting, issues management, and Project change management related to the installation of the Solution (“Project Management”). Project Management activities will continue from pre-install of the Solution to Acceptance and Sign-off as identified in this SOW.

Project Management support is provided for the implementation of the identified Solution within the Baltoro Order only; all other elements unrelated to the Baltoro Order are outside the scope of this SOW.

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

- Provide regular status and progress reports and will work with Customer’s designated Project manager / focal point to follow-up and coordinate tasks assigned to Customer’s personnel .
- Manage the core Project team to clearly define the Project’s scope, goals and timelines.
- Monitor the life cycle for the Project and each sub-project.
- Develop and deploy a communication plan for the Solution.

- Manage and coordinate all activities required for successful implementation of the Solution, using tools and checklists provided to Customer.
- Create and provide a detailed implementation plan / timeline with dates and responsible parties (the “Implementation Plan”).
- Provide coordination of delivery, installation and implementation of the Solution.
- Ensure Customer signs off at conclusion of Project and / or sub-projects.
- Monitor progress to ensure that application support activities are delivered as outlined in this SOW.
- Conduct a post-implementation steady state transition meeting.

1.3.2 Project Resources

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

1.3.3 Installation Planning

Xerox has provided Customer the Installation Planning Guide (the “IPG”). This document summarizes most technical requirements related to the physical installation of the Solution. In particular, Xerox will:

- Specify the infrastructure that Customer will need to make available for successful installation of the System.

Prior to installation, Customer will need to sign a HVAC Certificate and Floor Loading Certificate (signed by building owner) indicating that the facility meets or exceeds the specifications identified in those documents, which are included in the IPG.

1.3.4 Site Review

Prior to installation, a formal site review will be conducted. As part of the site review, Xerox will perform the following tasks for the Xerox-provided elements of the Solution:

- Arrange and participate in a review of the installation site as per requirements contained in the IPG.
- Provide consulting support for the site modification, including space, floor strength, environmental, electrical and networking requirements.
- Validate delivery path and coordinate delivery schedule dates.

1.3.5 Workflow Components

1.3.5.1 Golden Jobs

As part of the standard order process, Xerox has identified and tested up to three (3) golden jobs that are representative of Customer’s jobs (the “Golden Jobs”). Xerox will request that Customer sign 3 sets of the Golden Jobs samples that show the print quality required.

Once the System is installed at Customer site, Xerox will run the same jobs again and request that Customer sign four (4) copies of the Golden Jobs printed on their System installed at Customer’s facility in order to indicate that the print quality provided by the installed System meets or exceeds that of the original Golden Jobs printed prior to delivery / installation. Then, Customer will sign off on Attachment 15 (Baltoro Customer Acceptance Form) to indicate “Customer Acceptance.”

Customer will keep copies of both printed sets of Golden Jobs for future comparative reference.

- Customer will ensure that the agreed-to production print-ready files and required resources for testing are made available during installation as per Project timelines. All print applications that are referenced in Attachment 15 (Baltoro Customer Acceptance Form) will be available prior to the signing of the Order.
- In addition to the standard stock and consumables required for installation, as defined in Attachment 14 (Sample Baltoro Customer Expectations Document), Customer will provide the following stocks that have been identified below for use during installation:
- [input Golden Job Media]

1.4 Activities

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

Consulting Support

During the installation process, the Xerox PSA will work with Customer as follows:

- Provide necessary consulting to support the integration of the Solution within the Customer's existing network environment.
- Aid in initial application migration within the implementation timeline of the Project.
- Reproduce Golden Jobs after installation on the System.

Workflow and Hardware Training

The Xerox PCC will provide training for up to four (4) operators, for up to one week delivered in a single session, that will include the use of FreeFlow Print Server and color adjustment tools included with the Solution, as well as the overall print quality management. Training also encompasses tasks and exercises designed to ensure proper use and maintenance of the Solution. Tasks can include, but are not limited to, cleaning and maintaining the printer, paper handling, print quality inspection, and printer safety.

Operator Coaching

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

Additional Workflow or Hardware Training

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

and any additional training and quotes for such custom training plan or additional training will be provided outside of this SOW.

1.4.1 Service Enablement

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

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

- Lead the Installation Team with the set up and installation of the Solution.
- Work with the CSEs to ensure they are able to complete service repairs, adjustments and set-ups.
- Facilitate resolution of any product problem / issue to product design intent.

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

Client Responsibilities

2.1 Overview

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

- Designate a Project manager / focal point to follow-up and coordinate tasks required of Customer’s personnel.
- Provide the necessary personnel to carry out all Customer-related actions and tasks for the Project, and to work with Xerox on joint actions and tasks.
- Allow access to the appropriate IT staff needed to enable Xerox to implement, configure and test the Solution in accordance with the agreed-upon requirements.
- Arrange for designated operators to attend the operator training sessions as scheduled in this Project.
- Provide the required infrastructure, including, but not limited to, floor space and utilities, to allow Xerox to implement, configure and test the Solution in accordance with the agreed-upon requirements and Project timelines.
- Provide the hardware, software and licenses for required critical workflow components and arrange for the installation of upgrades and updates of those components if required for the expected high performance of the Solution.
- Prepare and make available the required features, software licenses and system settings required in existing servers to integrate the Solution into Customer’s current production workflow.

- Provide Xerox's Installation Team with access to the installation site as per install schedule; including the required arrangements for daily overtime and weekend work as mutually agreed by the Project Team.
- Be solely responsible for the security of its data, and for all back-up measures related to such data and all software, in Customer's environment, including on the System.
- Prepare and implement additional workflow procedures to best optimize the performance of the Solution.
- Prepare and implement all color management procedures and practices that are enabled by the system capabilities of the Solution. These procedures will be covered in operator training.
- Retain responsibility for ongoing data quality.
- Be responsible for deploying of all required processes and procedures of the Solution to its users, and managing the introduction of new working practices.
- Make available an external internet connection for mandatory Xerox remote service implementation. Specific information will be supplied in the IPG.
- Ensure Customer's production staff is responsible for reporting any problems and issues to the Xerox Welcome Center (1-800-821-2797). The Welcome Center will get you to a solution product specialist who will work with trained operators to provide immediate solutions or dispatch a local CSE as required.
- Provide production planning schedule information (e.g., jobs, volumes, ramp up, dates, etc.) as required.

Acceptance and Signoff

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

Signatures

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

Purchasing Entity [Customer Name]

Name	Signature	Date
------	-----------	------

Xerox Professional Services Analyst

Name	Signature	Date
------	-----------	------



Workflow Automation Services
Statement of Work

ATTACHMENT 17 – XEROX PRINTERLOGIC SOW

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

Goals and Objectives

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

Services Overview

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

This includes the following high-level tasks:

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

Delivery and Schedule

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



Workflow Automation Services Statement of Work

- All Professional services will be deemed as delivered and complete when all tasks of this SOW are executed.

Exclusions

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

Customer Responsibilities

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

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

Project Assumptions and Risks

This proposal is based upon the following assumptions:

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

The identified risks to the project schedule or costs are:

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



Workflow Automation Services Statement of Work

Project Change Request

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

Delay or Abandonment

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

Completion

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

Software Maintenance and Support

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

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

SOW Validity

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

List of Attachments



Workflow Automation Services
Statement of Work

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

Acceptance

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

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



ATTACHMENT A

Professional Services

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

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

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



Workflow Automation Services
Statement of Work

ATTACHMENT B

Project Scope

Description of Services

Commencement of the work described below will be dependent on the availability of any software license keys and/or hardware (servers, multifunctional printers (MFPs), scanners, etc.) required for successful deployment of the project. Any tasks to be completed by the Customer, or dependent on Customer's resources and availability, cannot be estimated by Xerox.

Deliverables

This engagement will be comprised of the following activities and Deliverables as listed below.

Key Activities & Deliverables

Discover

- Conduct discovery session covering topics which may include:
 - System requirements review
 - Deployment process

Design & Deployment

- Develop a design summation based on the results of the Discover phase, which may include:
 - Authentication methods
 - Print release configuration
- Setup and configuration will include the following:
 - Provision Customer's PrinterLogic Portal
 - Install printers and print drivers into the PrinterLogic portal [Note: May include using the Printer Migration tool for existing Print Servers]
 - Configure Printer Profiles if specific settings are required
 - Load Floor Plan and position printer on Floor Plan: Yes ____ No ____
 - Create distribution templates to provide the correct printer based on defined criteria
 - Provide access to the PrinterLogic Client installer tool or URL
- Test system for accuracy.
- Promote system to production status.

Training

- Provide up to one thirty (30) minute administrative training and knowledge transfer for up to two (2) individuals.

Project Close

- Provide guidance for future support engagements.
- Review Customer satisfaction and obtain feedback.
- Obtain Customer signature on project acceptance form.



ATTACHMENT C

Software Licenses and System Requirements

The software licenses and/or services required to implement the solution described in this SOW are set forth in the following table. Licensed software is based on Customer provided information and subject to change if Customer revises their requirements. If changes are required, they must be accomplished in accordance with the change clause section of the SOW whether initiated by Xerox or the Customer.

Software	Quantity
PrinterLogic SaaS Core	1

Key Considerations

- Customer must provide a list of printer names, IP addresses and the driver type (PCL6 or PS) for each device.
- Customer must provide a list of print driver profiles if custom configurations are requested. The list must include the printer name and the default settings required for each profile.

System Requirements

Below is a list of the Customer’s system requirements. Such list is subject to change based on technology advancements.

Client OS and Hardware

This PrinterLogic Client supports the following operating systems.

X86	X64
Windows 10/11	Windows 10/11/2016/2019/2022
	macOS 11 (Big Sur) macOS 12 (Monterey) macOS 13 (Ventura)
	Ubuntu Linux (LTS) 18.04 Ubuntu Linux (LTS) 20.04 Red Hat 7 Red Hat 8

OTHER
Chrome OS 88+

The Admin Console interface displays a list of the supported operating systems in **Tools > Settings > General**, as shown here.



Client workstations must have hardware capable of running the operating system with 30MB free hard disk space for the client installation. Additional space for print drivers being installed may be required as well.

Workflow Automation Services Statement of Work



The use of ARM processors is currently not supported for Service Client machines and end-user workstations.

Supported SNMP Versions

If SNMP is enabled, PrinterLogic leverages metadata to ensure precise reporting, SNMP information retrieval, Pull Print/Secure Release Print functionality, and synchronization of identities and email addresses from local PrinterLogic users. For a comprehensive list of the collected metadata and concise descriptions of their use cases see the [Metadata Collected by Printerlogic](#) topic.

- SNMP v1
- SNMP v2
- SNMP v3

Supported Browsers

- Microsoft Edge (Chromium)
- Safari 15, 16
- Firefox 3+ and current release
- Google Chrome 88+

Browser Extensions

Edge (Chromium) Extension

The Edge (Chromium) extension can be found in the Microsoft Store listed as the [PrinterLogic Extension v x.x.x.x](#). This extension is currently only supported for Windows OS. Visit the [Microsoft Edge \(Chromium\) Extension](#) documentation for more information on installing it.

▼ **Prerequisites for Edge (Chromium) to function correctly:**

Chrome Browser Extension

The Chrome extension can be found in Chrome Web Store listed as the [PrinterLogic Extension vx.x.x.x](#).

Chromebook OS Extension

The Chromebook extension can be found in the Google Admin Console listed as Extension ID:

llhfdhiddепенjnkIbngmapjohlbeKh

Firefox Browser Extension

Open the Firefox browser and browse to <https://www.printerlogic.com/browser-extension/> to install the extension.



ATTACHMENT D

End User License Agreement

IMPORTANT—PLEASE READ CAREFULLY. This End User License Agreement (the “EULA”) is a legal agreement between PrinterLogic, Inc. dba Vasion, a Delaware corporation (“PrinterLogic”) and “you,” the recipient of PrinterLogic’s software product, as described on the applicable PrinterLogic quote, or otherwise provided to you under any trial period (“Trial Period”), and which may include associated media, printed materials, and online or electronic documentation (the “Software”). You and PrinterLogic are referred to individually as a “Party” and collectively as the “Parties.”

BEFORE USING THE SOFTWARE, PLEASE CAREFULLY READ THIS EULA. BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED IN THIS EULA. IF YOU DO NOT AGREE TO ANY TERM OR CONDITION OF THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE.

1. **LICENSE GRANT.** Subject to, and provided that you comply with, all of the terms and conditions hereof, PrinterLogic hereby grants to you and your Affiliates (defined below) who become a party hereto (collectively referred to as “you”) a non-exclusive, non-transferable, limited, revocable license to use the Software during the Term (as defined below) (the “License”). For purposes of the EULA, the term “Affiliate” means any corporation, association or other entity that directly or indirectly controls, is controlled by, or is under common control with you, where “control” means the ownership of the majority of equity and/or voting rights of such corporation, association, partnership, or other entity. Regardless of the type, size, or medium of the Software and except as otherwise expressly provided herein, the License granted to you hereby entitles you to (i) install, use, access, display, and run one (1) copy of the Software on your server, and (ii) install, access, and maintain one (1) back-up copy of the Software on a backup server. You agree to be responsible for the acts and omissions of the end users of the Software in breach hereof. PrinterLogic reserves any right not expressly granted to you herein.
2. **PRINTER LICENSE COUNT.** Every printer object created in the Software consumes one printer license. For example, if two printer objects are created for a single physical printer (one for black and white printing and one for color printing) then two printer licenses are consumed. As printer objects are added or removed from the Software the remaining available license count decreases or increases respectively.
3. **TERM AND TERMINATION.** The term of the license granted pursuant to this EULA shall commence upon the earlier of (i) your purchase of the Software, or (ii) your installation of the Software, and shall continue in perpetuity, for perpetual licenses (“Perpetual License”), or for the period specified on the PrinterLogic invoice, for subscription licenses (“Subscription License”), or until the conclusion of the Trial Period, if applicable (the “Term”). Notwithstanding the foregoing, PrinterLogic shall have the right to terminate your rights hereunder immediately (A) in the event that you breach the terms of this EULA and such breach remains uncured for a period of fifteen (15) days after PrinterLogic provides notice to you of such breach, or (B) in the event that you breach the terms of this EULA and PrinterLogic reasonably determines that such breach has or will likely cause material harm to PrinterLogic. Upon any such termination, you agree that you will destroy all copies of the Software, including any Supplemental Components (as defined below).
4. **ADDITIONAL SOFTWARE/SERVICES.** The terms hereof apply to the Software and to any upgrades, supplements, add-on components, or Internet-based services components of the Software, if any (“Supplemental Components”), that PrinterLogic may provide to you or make available to you for purchase after the date of this EULA unless other terms are provided along with such Supplemental Components. If other terms are not provided along with such Supplemental Components, then such Supplemental Components shall be deemed a part of the Software licensed hereby and all of the terms and conditions hereof shall apply to the Supplemental Components, including ALL DISCLAIMERS, LIMITATIONS ON DAMAGES, AND SPECIAL PROVISIONS PROVIDED HEREIN AND/OR OTHERWISE PERTINENT TO THE SOFTWARE.
5. **INTELLECTUAL PROPERTY RIGHTS.** The Software, including, but not limited to any web pages, images, photographs, animations, video, audio, music test, and applets, is protected by U.S. and foreign copyright laws and international copyright treaties, as well as by other such intellectual property laws and treaties. The Software incorporates various intellectual property rights that may include copyrights, trademarks, patents, trade secrets, and other proprietary rights (collectively, the “Intellectual Property Rights”). Although you have been provided with a copy of the Software, PrinterLogic retains all rights, title and interests in and to the computer software comprising the Software and all



Workflow Automation Services
Statement of Work

Intellectual Property Rights embodied therein or related thereto other than the license rights expressly granted to you hereunder.

6. **TRADEMARKS.** Notwithstanding anything contained herein to the contrary, you hereby acknowledge PrinterLogic's exclusive right, title and interest in and to all present and future names, service marks, trademarks, copyrights, labels, insignias, slogans, symbols, designs and other characteristics used by PrinterLogic in connection with the sale of the Software (the "Trademarks"). As between the Parties, the Trademarks will remain the sole property of PrinterLogic at all times.

7. **PROTECTION AND SECURITY.** During the Term and for a period of three (3) years thereafter, You agree to use its best efforts and to take all reasonable steps to safeguard PrinterLogic's Software and Supplemental Components, to ensure that no unauthorized persons have access thereto and that no unauthorized copy, publication, disclosure, or distribution, in whole or in part, in any form, is made. You acknowledge that the Software contains valuable confidential information and trade secrets of PrinterLogic and that unauthorized use, disclosure and/or copying of the Software would be extremely harmful to PrinterLogic.

8. **NOTICE OF UNAUTHORIZED USE.** You agree to notify PrinterLogic as soon as reasonably practicable in writing of the existence of any unauthorized copying, access, disclosure, distribution, possession, modification, transfer, reproduction or other unauthorized use of the Software of which you or your agents or employees become aware.

9. **NO COPIES, TRANSFERS, OR MODIFICATIONS.** YOU MAY NOT MAKE COPIES OF THE SOFTWARE EXCEPT AS EXPRESSLY PERMITTED IN SECTION 1 (LICENSE GRANT). YOU MAY NOT, WITHOUT THE EXPRESS WRITTEN CONSENT OF PRINTERLOGIC, (I) LOAN, SHARE, RENT, LEASE, LEND, SUBLICENSE, DISTRIBUTE, SELL, OR OTHERWISE TRANSFER THE SOFTWARE OR A BACK-UP COPY TO ANY THIRD PARTY OR ANOTHER USER, OR (II) MODIFY THE SOFTWARE OR CREATE DERIVATIVE WORKS THEREFROM.

10. **NO REVERSE ENGINEERING.** The Software contains valuable trade secrets of PrinterLogic. You agree that you will not, directly or indirectly, and will not allow any of your Affiliates to, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code from the Software.

11. **SERVICE-LEVEL AGREEMENTS AND SUPPORT SERVICES.** In connection with your licensing of the Software, you will receive the services and support as described in the appropriate PrinterLogic Service-Level Agreement applicable to your license of the Software, which is incorporated herewith, and updated from time to time, found at: <https://www.printerlogic.com/support-sla/>.

12. **NO LIABILITY FOR ACTIONS OF THIRD PARTIES.** In the event that you were introduced to PrinterLogic or to the Software by someone other than PrinterLogic (a "Third Party"), you hereby agree to the following: (i) PrinterLogic is not responsible and cannot be held liable to you for such Third Party's mistakes, misrepresentations, or other conduct towards you; and (ii) you have done an independent evaluation of the Software, reviewed the manuals, specifications, and other materials provided by PrinterLogic on its website or otherwise, and are not relying on statements by such Third Party regarding the Software.

13. **INDEMNIFICATION.**

Indemnification by PrinterLogic. PrinterLogic agrees to defend, indemnify, and hold you and your Affiliates, and the parents, subsidiaries, directors, officers, employees, and agents of you, harmless from and against any and all losses, debts, liabilities, claims, demands, causes of action and expenses (including attorneys' fees and expenses) asserted by third parties arising out of or resulting from (a) the breach by PrinterLogic of any of its representations, warranties, covenants and agreements contained within this EULA, or (b) infringement of a third party's Intellectual Property Rights, at PrinterLogic's expense and with PrinterLogic's counsel; provided that, upon receiving written notice of any such claim, you promptly notify PrinterLogic in writing of any such claim. You shall cooperate with PrinterLogic, at PrinterLogic's expense, in defending or settling such claim and you may join in defense with counsel of your choice at your own expense. If the Software is, or in the opinion of PrinterLogic may become, the subject of any claim for infringement or if it is determined in an adjudicative manner that the Software infringes on the rights of a third party, then PrinterLogic may, in lieu of monetary damages, at its option and expense, either (i) procure for you the right from such third party to use the Software consistent with this EULA, or (ii) replace or modify the Software with other suitable and reasonably equivalent products so that the Software becomes non-infringing. PrinterLogic shall have no liability for any infringement arising from your use of other



Workflow Automation Services
Statement of Work

than the current version of the Software, or your use of the Software in a manner other than as set forth in this EULA and any accompanying documentation. THIS SECTION STATES PRINTERLOGIC'S ENTIRE OBLIGATION WITH RESPECT TO INDEMNIFICATION.

14. LIMITED WARRANTY. PrinterLogic warrants that it is the owner of the entire right, title and interest in and to the Software, and that the use of the Software, as contemplated herein, does not conflict with, misappropriate, or infringe the rights of any third party. PrinterLogic further warrants that (i) the Software will perform substantially as advertised, and (ii) any support services provided by PrinterLogic shall substantially comply with the appropriate service-level agreement.

15. LIMITATIONS ON WARRANTIES. The above warranty excludes damage or failure resulting from abuse, misuse, alteration, unauthorized modification, acts of nature or disaster, or unauthorized repair or installation. PrinterLogic does not warrant that the operation of the Software will be uninterrupted or error free or that the Software is not vulnerable to fraud or unauthorized use. THE REMEDIES SET FORTH HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, PRINTERLOGIC DISCLAIMS ALL WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ON THE SOFTWARE AND ALL SUPPLEMENTAL COMPONENTS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SOFTWARE AND ANY SUPPLEMENTAL COMPONENT THERETO. YOU ACKNOWLEDGE AND AGREE THAT PRINTERLOGIC HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES AND/OR SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 16, AND THAT YOU ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES OR SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN SECTION 15.

16. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PRINTERLOGIC, ITS RESELLERS, SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY, TORT, CONTRACT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OF ANY KIND OR NATURE (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR GOODWILL, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF USE DAMAGES, LOST BUSINESS, OR ANTICIPATED PROFITS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, AND/OR ANY SUPPLEMENTAL COMPONENT THERETO, EVEN IF PRINTERLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND YOU HEREBY ASSUME ALL RISK AS TO THE QUALITY, PERFORMANCE, OPERATION OF AND/OR INABILITY TO OPERATE THE SOFTWARE AND/OR ANY SUPPLEMENTAL COMPONENT THERETO. IN NO EVENT SHALL PRINTERLOGIC'S TOTAL LIABILITY HEREUNDER EXCEED (i) IN THE EVENT YOU HAVE A PERPETUAL LICENSE, THE INITIAL AMOUNT PAID BY YOU FOR THE PERPETUAL LICENSE, OR (ii) IN THE EVENT YOU HAVE A SUBSCRIPTION LICENSE, THE AGGREGATE AMOUNT THAT YOU HAVE PAID FOR THE SUBSCRIPTION LICENSE DURING THE MOST RECENT TWO (2) YEARS. PRINTERLOGIC SHALL HAVE NO LIABILITY FOR YOUR USE OF THE SOFTWARE IN A MANNER THAT DOES NOT CONFORM TO THE SOFTWARE SPECIFICATIONS THAT WERE PROVIDED TO YOU.

17. CUSTOMER REMEDIES. In the event that there is a defect in the Software, you expressly acknowledge and agree that your exclusive remedy shall be that PrinterLogic shall either (i) return the prepaid unused fees for the Software, if any, or (ii) repair the Software. The choice between such remedies shall be in PrinterLogic's sole discretion. Notwithstanding the foregoing, these remedies are void if failure of the Software resulted from accident, abuse, or misapplication by you.

18. EQUITABLE REMEDIES. You acknowledge and agree that damages at law may be inadequate remedies for the breach of certain sections hereof and, accordingly, agree that PrinterLogic is entitled to injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security. The rights set forth in this Section shall be in addition to any other rights that PrinterLogic may have at law or in equity.

19. DATA PROTECTION. Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of General Data Protection Regulations (the "Directive") to the extent it applies to each of them.



Workflow Automation Services
Statement of Work

19.1 For the purpose of this clause 'data controller', 'data processor', 'data subject', 'Information Commissioner', 'personal data', and 'processing' shall have the meanings given to them in the Directive.

19.2 The parties agree that you are the data controller in respect of any personal data that PrinterLogic processes in the course of providing services for you (other than business contact data processed by the PrinterLogic to allow it to manage your account), and that PrinterLogic is the data processor of said personal data.

19.3 Further, the parties agree that you are the Data Exporter and PrinterLogic is the Data Importer as defined within the standard contractual clauses as amended and set forth in Exhibit A below, and the parties agree to the terms and conditions of the said standard contractual clauses.

20. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is subject to certain export restrictions of the United States Government. If you are (i) in a country to which export from the United States is restricted for anti-terrorism reasons, or a national of any such country, wherever located, (ii) in a country to which the United States has embargoed or restricted the export of goods or services, or a national of any such country, wherever located, or (iii) a person or entity who has been prohibited from participating in United States export transactions by any agency of the United States Government, then you may not access or use the Software. By accepting this License, you warrant and represent to PrinterLogic that (1) none of the criteria set forth in (i), (ii), or (iii) above apply to you, (2) that you shall not export or re-export Software to any country, person, or entity subject to U.S. export restrictions, including those persons and entities that match the criteria set forth in (i), (ii), or (iii) above, and (3) that neither the United States Bureau of Industry and Security, nor any other U.S. federal agency, has suspended, revoked, or denied your export privileges.

21. EXPORT LIABILITY ASSURANCES. You agree and certify that the Software shall not be exported outside the United States except as authorized and permitted by the laws and regulations of the United States. If the Software has been rightfully obtained by you outside the United States, you agree that you shall not re-export the Software except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software.

22. GOVERNING LAW; SUBMISSION TO JURISDICTION. This EULA shall be governed by and construed under the laws of the State in which the Purchasing Entity resides, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. By entering into this EULA, you irrevocably submit yourself and your principals individually to personal jurisdiction in courts of the State of the Purchasing Entity and agree that jurisdiction for any dispute shall be solely within the State of the Purchasing Entity and waive any forum non conveniens defense.

22.1 Notices. Specific notices applicable to users of the Software, technical support, system security and other account notices will be given by electronic mail to the email address on record in PrinterLogic's account information. All legal or dispute-related notices will be sent by first class mail or express delivery, if to PrinterLogic, attention PrinterLogic Legal Department, at 432 S Tech Ridge Dr, St. George, UT 84770, U.S.A., and if to you, to your account representative and address on record in PrinterLogic's account information, or such other addresses as either Party may designate in writing from time to time.

23. ENTIRE AGREEMENT. This EULA and any applicable PrinterLogic quote, invoice, and/or service level agreement relating to the Perpetual License or Subscription License executed by the Parties, constitutes the entire agreement and understanding between you and PrinterLogic relating to the subject matter hereof, and PrinterLogic is not obligated under any other agreements, unless in writing and signed by an authorized representative of PrinterLogic. You hereby confirm that PrinterLogic has not made any statements or representations that are not outlined in this EULA and that you have not entered into this EULA in reliance on any statement(s) or representation(s) not expressly set out herein.

24. HEADINGS; SEVERABILITY; WAIVER; AMENDMENT; ASSIGNMENT. The headings of the Sections and subsections hereof are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision hereof. If any provision hereof (or part thereof) is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision (or part thereof) shall be deemed deleted from this EULA, while the remaining provisions hereof shall continue in full force and effect. No failure or delay by PrinterLogic in exercising any right, power or remedy hereunder shall operate as a waiver of any such right, power, or remedy, nor shall any single or partial exercise of such right, power, or remedy by PrinterLogic preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable law. This EULA may only be amended in a writing executed by PrinterLogic and



Workflow Automation Services
Statement of Work

you, specifically setting forth such amendment. You may not assign, sublicense, or transfer this EULA or any rights or obligations hereunder without the prior written consent of PrinterLogic. Any such attempted assignment, sublicense, or transfer shall be null and void. PrinterLogic may terminate this EULA in the event of any such attempted assignment, sublicense, or transfer upon written notice to you.

25. CONSTRUCTION; FORCE MAJEURE. In the event an ambiguity or question of intent or interpretation arises, this EULA shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of the provisions hereof. If PrinterLogic is unable to perform its obligations due to reasons beyond its reasonable control, then PrinterLogic's performance shall be excused and the time for performance extended for the period of delay due to such occurrence.

26. CONTACT. If you have any questions regarding this EULA please contact PrinterLogic at support@printerlogic.com.



Workflow Automation Services
Statement of Work

EULA EXHIBIT A

(Amended) Standard Contractual Clauses—controller to processor

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: the individual or entity that is a recipient of PrinterLogic's service as described on the applicable invoice or order form, or otherwise provided to said individual or entity under any trial period. (the data exporter)

And

Name of the data importing organization: PrinterLogic, Inc.

Address: 912 West 1600 South, Suite C-201, St. George, UT 84770 USA

Tel: (435) 652-1288 e-mail: legalteam@printerlogic.com

Other information needed to identify the organization: www.printerlogic.com .

(the data importer)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

1. Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.



Workflow Automation Services
Statement of Work

2. Details of the transfer

The details of the transfer and, in particular, the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;



Workflow Automation Services
Statement of Work

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

5. Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorized access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter once in any twelve month period to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the appropriately professionally qualified and sufficiently competent personnel of data exporter or [an inspection body composed of independent members] in possession of the required professional qualifications bound by a duty of confidentiality (which the importer may require to be made directly with it), selected by the data exporter, where applicable, in agreement with the supervisory authority. The parties agree that (i) where the data importer has achieved relevant certification it shall be permitted to substitute evidence of such certification in place of the requirement to submit to an audit under this clause and (ii) where the data importer has already undergone an audit within the previous three (3) year period then it shall be permitted to provide a copy of the resulting report to the data exporter as evidence of its compliance with the relevant data protection laws. The foregoing is subject to the provision that any resulting report shall be maintained as strictly confidential, an original copy is



Workflow Automation Services Statement of Work

promptly provided to the importer by or on behalf of the exporter and all intellectual property rights in the report and its contents shall be deemed to be those of the importer.

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter of the nature of any sub-processing and will make available to the data exporter notification of any changes to such sub-processors on its website (the data exporter hereby consents to such sub-processing rights and notification obligations;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly on request a redacted copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.



Workflow Automation Services Statement of Work

The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

8. Governing law

The Clauses shall be governed by the law of the Participating State in which the data exporter is established.

9. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

10. Sub-processing

The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Participating State in which the data exporter is established.

The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

11. Obligation after the termination of personal data-processing services

The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES



Workflow Automation Services Statement of Work

The Participating State may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Subject Matter & Duration of the Processing

The Data Exporter has contracted with the Data Importer for certain software services. In its use of the software services the Data Exporter will upload certain personal data into the software's database which may be stored at the Controller's election either on servers outside of the EEA, at the time of writing on Amazon Web Services (AWS) in the United States or within the EEA (including the United Kingdom) at the time of writing on Amazon Web Services (AWS). The data may be accessed, on the Data Exporter's request, by the Data Importer in order to provide technical support services. The personal data will be processed for the duration of the contract for software services and for a further period of thirty (30) days to allow appropriate time for deletion and any requested return of the data to the Data Exporter.

Data Subjects

The personal data transferred concern the following categories of data subjects (please specify): End users of the PrinterLogic application which may include employees and other personnel of the Data Exporter or of the customers of the Data Exporter, solely at the discretion of the data exporter.

Categories of Data

The personal data transferred may concern the following categories of data: First name, last name, email address, title of printed document, username and password.

Special Categories of Data (if appropriate)

The personal data that may be transferred would not normally concern any special categories of data, but data exporter is in control in this regard.

It should be noted that in Pull Printing mode the software will capture and store the title of a document which will be produced in print reports accessible to the licensor's IT personnel. The title of printed documents which may be reported [and stored] will be the title of the document as transmitted to the printer to be printed. This title may therefore contain special category data or personal data belonging to the data subject for which the data exporter may need to satisfy itself that it has obtained the express consent of the data subject to transfer in order to comply with its legal obligations under the General Data Protection Regulation 2016/679 (GDPR).

The Data Exporter is in control and may turn this function on or off as it sees fit.

If controller turns this function off, Pull Printing mode within the software will capture and temporarily store the title of a document which will be encrypted and not accessible to the licensor's IT personnel and will be temporarily stored until released from the print queue by the transmitter of the document or for a period of time elected by the Controller until automatic expiry.).

Processing operations

The personal data transferred will be subject to the following basic processing activities:

PrinterLogic does not typically actively use or access any data including personal data that data exporter uploads to its services and products, except where it is necessary to provide technical support to the data exporter at the Data Exporter's request.

PrinterLogic's print driver management software (offered as a SaaS solution or an on-premise solution) performs two services that involve personal data:

1. Print Job Auditing and Reporting

– The software provides the customer with the following information via a print report:



Workflow Automation Services Statement of Work

- Quantity of pages each department prints weekly, monthly or quarterly
- Usage of any given printer to determine if a printer can be phased out
- Actual cost of printing—itemized by department, location or printer
- Customer's top 100 printer users
- Identification of users who frequently initiate large print jobs
- Notification of when a user prints a document labelled as "classified"
- Overall printer usage data and printer consolidation guidance
- Monitoring and reporting of all USB printing

2. Active Directory

A PrinterLogic customer can establish an Active Directory within the PrinterLogic software that identifies authorized users for a specific printer along with what manner the authorized user may use the printer. (ie. Printing in color or black and white only) The customer controls the information needed to run such authorizations (e.g. username, pin number, ID number, etc.)

For the on-premise solution, the PrinterLogic software is installed behind the customer's firewall and PrinterLogic does not have access to the customer's network unless granted access during a product support request. For the SaaS solution, a client is installed locally that communicates with the PrinterCloud product hosted in Amazon Web Services which customers may elect to be stored on servers in the United States or in the EEA (including the United Kingdom).

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

1. Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) The Services use, or enable PrinterLogic customers to use, industry-accepted encryption products to protect Customer Data and communications during transmissions between a Customer's network and the Services, including 128-bit TLS Certificates and 2048-bit RSA public keys at a minimum. Data at rest is also encrypted.

2. Liability

The Parties agree that the following shall supplement their respective liabilities as set out in paragraph 6 of the Standard Contractual Clauses:

If one party is held liable for a violation of the clauses committed by the other party or otherwise suffers any damage resulting from or connected to such violation, defaulting party shall be liable for direct damages, costs, charges, damages, expenses or losses the non-defaulting party has incurred provided that such liability shall be limited to direct damages only (excluding any indirect, exemplary, incidental, special or consequential damages) and shall be limited to a sum equal to the fees paid to PrinterLogic by the Customer in the 12 months preceding the occurrence of the event triggering the damages.

Nothing in this paragraph 2 shall be construed so as to limit or restrict the rights of the data subject including the right to compensation to the extent that such restriction is not permitted by the GDPR or these Standard Contractual Clauses.

APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Standard Contractual Clauses (processors).



Workflow Automation Services
Statement of Work

Data Importer and processor shall comply with all requirements that the General Data Protection Regulation 2016/679 (GDPR) imposes on processors and are collectively referred to as "processor" in this Appendix 3. "Controller" is the data exporter or the data exporter's customer. Without limiting the generality of the foregoing, processor agrees that it:

- (a) processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; also, the processor shall immediately inform the controller if, in its opinion, an instruction infringes the GDPR, national data protection laws in the EU or other applicable law;
- (b) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) takes all measures required pursuant to Article 32 of the GDPR (security of processing);
- (d) respects the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor. Notwithstanding the foregoing:
 - (i) the Data Exporter agrees that the Data Importer shall be free to engage sub-processors in connection with the software services provided that the appointed sub processors fulfil the requirements of the Model Clauses. Notwithstanding the foregoing the Data Importer shall publish a list of its current sub processors in a direct communication to the Data Exporter;
 - (ii) The Data Importer shall inform the Data Exporter of any proposed additions or replacements to the sub processors. Upon such notification, the Data Exporter shall have 10 days in which to provide the Data Importer with any detailed and reasonable objection or concern it may have regarding the proposed appointment;
 - (iii) [In the event of such objection the Data Importer is not obliged to consider or accommodate the Data Exporter's position but shall permit the Data Exporter to terminate its services agreement on written notice to the Data Importer];
 - (iv) If the Data Exporter does not raise any objection or concern within the 10-day period then without limiting any of its rights or remedies under the GDPR it shall be deemed to have consented to such changes; and
- (e) taking into account the nature of the processing, assists the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, including, without limitation, right to access, rectification, erasure and portability of the data subject's personal data; (for the avoidance of doubt, processor shall only assist and enable controller to meet controller's obligations to satisfy data subjects' rights, but processor shall not respond directly to data subjects)
- (f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (Security of personal data) taking into account the nature of processing and the information available to the processor;
- (g) at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless it is required to retain storage of the personal data;
- (h) without limiting the provisions of paragraph 5(f) of Exhibit A the parties agree that the Data Importer shall in accordance with Article 28 of the GDPR and at the request of the Data Exporter once in any twelve-month period submit its data-processing facilities for audit of the processing activities covered by these Standard Contractual Clauses.

Xerox® Equipment Take-back Options for U.S. Customers



ATTACHMENT 18 – XEROX EQUIPMENT TAKE BACK OPTIONS FOR U.S. CUSTOMERS

All electronics contain materials that are hazardous to the environment. The safe management of used electronics is very important. Many states have enacted Provider Responsibility laws to ensure used electronics are kept out of landfills and hazardous materials are recovered and managed responsibly.

Xerox has established a mail-back program for several states and participates in a few state-run programs. Please select your state below to learn about available recycling options.

CONNECTICUT

Residents that have purchased Xerox® Office Equipment, such as desktop printers and “all in one” devices for use in their homes can recycle their end-of-life equipment free of charge through the State’s electronic waste recycling program. You can drop off your electronics at one of the many locations established by the State.

More information about Connecticut’s electronic waste program is available at [Connecticut Department of Energy and Environmental Protection](#)

DISTRICT OF COLUMBIA

Xerox will accept, on a one-to-one basis with the purchase of the same type of covered electronic equipment, covered electronic equipment that is offered for return by a person in the District.

Consumers who have purchased Xerox® Office Equipment, such as desktop printers and “all in one” devices that weigh less than 100 pounds that are not, nor can be, configured as floor devices or point of sale receipt printers, are asked to recycle your electronic waste.

Information on recycling options for all consumers that have purchased Xerox® Office Equipment is available at [Xerox Recycling Program powered by SRS - DC](#)

Information about the District’s electronic waste program is available at the [District of Columbia Department of Energy & Environment](#)

HAWAII

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers, is available at [Xerox Recycling Program powered by SRS - HI](#)

Information about Hawaii’s electronic waste program is available at the [State of Hawaii Department of Health](#)

ILLINOIS

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use is available at [Xerox Recycling Program powered by SRS - IL](#)

Information about Illinois’ electronic waste program is available at the [Illinois Environmental Protection Agency](#)

MAINE

Residents that have purchased Xerox® Office Equipment, such as desktop printers and

Xerox® Equipment Take-back Options for U.S. Customers

“all in one” devices that has been purchased for use in their homes, along with small businesses or non-profit organizations and K-12 schools, can recycle their end-of-life equipment free of charge through the State’s electronic waste recycling program.

Municipalities ensure that their residents have a collection site or event that will take these “covered electronic devices” for recycling.

More information about Maine’s electronic waste program is available at [Maine Department of Environmental Protection](#)

MICHIGAN

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or small businesses with less than ten (10) employees is available at [Xerox Recycling Program powered by SRS – MI](#)

Information about Michigan’s electronic waste program is available at the [Michigan Department of Environment, Great Lakes and Energy](#)

NEW JERSEY

Information on recycling options for a person, small business enterprise, State entity, school district, or local government unit with Xerox® Office Equipment, such as desktop printers purchased through retail channels, is available at [Xerox Recycling Program powered by SRS – NJ](#)

Information about New Jersey’s electronic waste program is available at the [New Jersey Department of Environmental Protection](#)

NEW YORK

In accordance with NYS regulation, information on recycling options for all household consumers and for-profit entities which have 49 or fewer full time employees, not-for-profit corporations with 74 or fewer full time employees, or any not-for-profit corporations designated under section 501c-3 of the internal revenue code with Xerox® Office Equipment, such as desktop printers not managed through our regular return process, or monitors is available at [Xerox Recycling Program powered by SRS – NY](#)

If you have purchased a Xerox® Product and would like to recycle your non- Xerox branded product free of charge, go to [Xerox Recycling Program powered by SRS – NY](#)

Some Xerox® Printers have hard drives that may contain personal or other confidential data. Instructions on how to destroy such data before surrendering products for recycling or reuse are available in the [Data Protection: Image Overwrite, Encryption and Disk Removal](#) document.

Information about New York’s electronic waste program is available at [New York State Department of Environmental Conservation](#)

NORTH CAROLINA

Information on recycling options for consumers with Xerox® Desktop Printers used for personal or home office use, and not-for-profit organizations with less than 10 employees is available at [Xerox Recycling Program powered by SRS – NC](#)

Information about North Carolina’s electronic waste program is available at [North Carolina Department of Environmental Quality](#)

OREGON

Residents can take Xerox® Office Equipment, such as desktop printers and “all in one” devices to participating Oregon E-Cycles collection sites for free recycling.

Xerox® Equipment Take-back Options for U.S. Customers

Information about Oregon's electronic waste program is available at [Oregon E-Cycles](#)

SOUTH CAROLINA

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or small businesses with less than ten employees is available at [Xerox Recycling Program powered by SRS – SC](#)

Information about South Carolina's electronic waste program is available at [South Carolina Department of Health and Environmental Control](#)

UTAH

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or home businesses is available at [Xerox Recycling Program powered by SRS – UT](#)

Information about Utah's electronic waste program is available at [Utah Department of Environmental Quality](#)

VERMONT

Residents can take Xerox® Office Equipment, such as desktop printers and "all in one" devices to participating Vermont E-Cycles collection sites for free recycling.

Information about Vermont's electronic waste program is available at [Vermont E-Cycles](#)

WISCONSIN

Information on recycling options for consumers with Xerox® Office Equipment, such as desktop printers or monitors for household use or use in K-12 schools is available at [Xerox Recycling Program powered by SRS - WI](#)

Information about Wisconsin's electronic waste program is available at [Wisconsin Department of Natural Resources](#)

ALL OTHER STATES

If your state is not listed, Xerox encourages you to drop off your office equipment for recycling at your local retailer or other collection sites and events. You can find electronic waste guidance on governmental websites in your state. You can also check with large retail businesses in your area.

QUESTIONS

Contact Xerox Customer Support

- 1-800-ASK-XEROX (1-800-275-9376)
- AskXerox@xerox.com

Information about sustainability initiatives at Xerox is available at [Corporate Social Responsibility](#)

Information about consumables and equipment reuse and recycling options is available at [Xerox Recycling and Waste Prevention](#)