

PARTICIPATING ADDENDUM

NASPO VALUEPOINT

Multi-Function Devices and Related Software, Services, and Cloud Solutions

Administered by the State of Colorado
(hereinafter "Lead State")

Master Agreement No: 187800

Xerox Corporation
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State")

Contract No: 4600054858

A. SCOPE:

This Participating Addendum (PA) covers the NASPO ValuePoint contract for Multi-Function Devices and Related Software, Services, and Cloud Solutions administered by the Lead Entity for use by Participating State agencies and other entities located in the State of Arkansas as authorized by Arkansas Procurement Law to utilize cooperative contracts.

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

B. PARTICIPATION:

All state agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities) of the Participating State are considered Eligible Purchasers and are authorized to purchase products and services under the terms and conditions of this PA.

C. INDIVIDUAL CUSTOMER:

Each Eligible Purchaser that purchases from the Master Agreement ("Purchasing Entity") shall be treated as if they were individual customers. Except to the extent modified by the PA, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Participating State has in the Master Agreement and this PA. Each Purchasing Entity shall be responsible for their own charges, fees, and liabilities. Each Purchasing Entity shall have the same rights to any indemnity or to recover any costs allowed

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in the contract for their purchases. The Contractor shall apply the charges to each Purchasing Entity individually.

D. ACCESS TO CLOUD PRODUCTS AND SERVICES REQUIRE DIS APPROVAL:

Unless otherwise stipulated in this PA, cloud products and services accessed through this PA by State executive branch agencies are subject to the authority and prior approval of the Arkansas Department of Transformation and Shared Services Division of Information Systems.

E. CLOUD PRODUCTS AND SERVICES:

All servers and data associated with the Arkansas instance of the Contractor provided cloud products and services **must** reside in the continental United States. The Contractor **shall** perform all work on the cloud products and services from within the continental United States of America. The cloud products and services **must not** be accessed from outside of the U.S. However, certain billing and accounting services are performed by Contractor and/or its affiliates from locations outside the U.S. of America. State data **must not** be submitted abroad except for meter changes.

F. ORDER OF PRECEDENCE:

1. Participating State's PA including State of Arkansas Attachments # 2, # 7, # 9, # 12 and # 17 attached hereto; the Participating State's PA does not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Lead State's Master Agreement.
2. Lead State's Master Agreement (includes negotiated terms & conditions)
3. The solicitation including all addenda; and
4. The Contractor's response to the solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an exhibit or attachment. Notwithstanding the foregoing, ordering documents (Orders) may contain transaction-specific terms and each Order document that is accepted by the Contractor shall become a part of this PA as to the products and services listed on the ordering document only. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order, or in similar documents subsequently provided by the Contractor (unless such terms are referenced in the Master Agreement).

G. VENDOR REGISTRATION:

To receive payment, the Contractor must register online at ark.org/vendor/index.html.

H. PAYMENTS AND INVOICE PROVISIONS:

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Purchasing Entity. The Participating State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the Contractor has successfully satisfied the Purchasing Entity as to the commodities and/or services purchased, rented, or leased. Contractors should invoice the Purchasing Entity by an itemized list of charges. The purchase order number, PA or contract number, as applicable, should be referenced on each invoice.

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Payments will be submitted to the Contractor at the address shown on the invoice. Payments should be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest may be paid on the unpaid balance due to the Contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. The Purchasing Entity will make a good-faith effort to pay within thirty (30) days after the date of invoice. The Purchasing Entity shall have the right to dispute billed commodities or services and withhold payment for those commodities or services that are in dispute. Interest shall not be charged on disputed amounts while in dispute. Should the Purchasing Entity disputes an invoice, Contractor requires that the Purchasing Entity provides Contractor written notice describing the item(s) and reason(s) Purchasing Entity is disputing the invoice amount. Contractor agrees to work with the Purchasing Entity to resolve the dispute, and will issue an adjustment invoice, as required. Pending the resolution of the dispute, the Purchasing Entity is expected to pay all undisputed amounts, including the agreed upon Monthly Minimum Charge, which is not subject to dispute at any time.

The Contractor shall ensure that all invoices are sent directly to the Purchasing Entity that purchased products from them.

All invoices should be forwarded to:	Purchasing Entity Name Attention: Accounts Payable Email: Address City, Arkansas Zip Code
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I. PURCHASE ORDER INSTRUCTIONS:

All Purchasing Entities issuing valid purchase orders within the jurisdiction of this PA should include the following:

1. NASPO Master Agreement Number **187800**;
2. Participating State contract number **4600054858**;
3. Purchasing Entity name, address, contact, email, and phone number;
4. Purchase Order amount;
5. Type of Lease or rental and monthly payment;
6. Itemized list of accessories;
7. Service program and rates;
8. Attached SOW, if applicable;
9. Applicable approvals; and
10. Orders shall be made out to the Contractor or reseller.

The Purchasing Entities shall not be required, by the Contractor or its subcontractors, to sign any additional terms and conditions when utilizing this PA.

J. ELECTRONIC PAYMENTS

The Contractor has taken or shall take all actions necessary to receive payment from the State through Electronic Funds Transfer (EFT) for the services and/or commodities to be provided under a resulting contract. This includes, without limitation, the following actions:

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1. Signing documents authorizing the State to make EFT payments into a bank account designated by the Contractor.
2. Providing all information requested by the State to set up EFT payments, including either a voided check or a letter from their financial institution that contains the following information:
 - a. Account holder's name
 - b. Account number
 - c. Routing number
 - d. Financial institution official's contact information and signature

In the event the EFT information changes, the Contractor shall be responsible for providing the updated information to the State. No interest or late payment penalty will apply if payment is delayed because of the Contractor's failure to initially provide or update information necessary for the State to make EFT payment.

K. CONVENIENCE FEE:

1. Convenience Fee

Contractor shall remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this PA. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees, and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts shall not have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

2. Quarterly Reporting and Fee Remittance

Contractor shall submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report shall be submitted, and the related convenience fee shall be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:

- a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter
- b. Purchasing entity
- c. Total of Convenience Fee amount due
- d. Such other information as the State may reasonably request

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e. If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

3. Payment of Convenience Fee

The Contractor shall timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

4. Retention and Inspection of Records

The Contractor shall keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor shall immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State for the cost of the audit.

L. RECORD RETENTION:

Financial and accounting records relevant to State of Arkansas transactions under this PA shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this PA or extension thereof, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section.

M. GOVERNING LAW:

The laws of the State of Arkansas shall govern this PA. Nothing under this PA or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

N. VENUE AND JURISDICTION:

Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas. Any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly.

O. TAXES:

Personal Property tax will not be charged to Arkansas state agencies.

P. TRAVEL EXPENSES:

Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by the State. Approved expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.

Q. SOFTWARE TERMS AND CONDITIONS:

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master

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Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

R. CANCELLATION:

1. **For Convenience.** The State may cancel this PA or any order placed under the PA for any reason by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation. Cancellation under this provision **shall not** be applicable to orders upon successful completion of equipment installation.
2. **For Cause.** The State may cancel this PA or any order placed under the PA for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the PA and will provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies during a 30-day period identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the PA to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.
3. If upon cancellation the Contractor has provided services which the State has accepted, and there are no funds legally available to pay for the services, the Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

S. INDEMNIFICATION:

The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement.

INDEMNIFICATION - The Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the Purchasing Entity and the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorney's fees arising from or relating to personal injury and damage to real or personal property, to the extent caused in whole or in part by the Contractor, its agents, employees, partners, and subcontractors. Language in this clause shall not be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

T. CONFIDENTIAL INFORMATION:

Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas statutes.

U. CONTINGENT FEE:

The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing

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business.

V. DISCLOSURE AND CERTIFICATIONS:

1. DISCLOSURE

Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of Governor's Executive Order (EO 98-04) Disclosure Form on file for the Contractor. The Contractor shall submit the disclosure form prior to entering into this PA. Failure to make any disclosure required by EO 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this PA. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Participating State.

2. RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

3. RESTRICTION OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES

Pursuant to Arkansas Code Annotated § 25-1-1102, a public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract.

4. RESTRICTION OF SCRUTINIZED COMPANIES

Pursuant to Arkansas Code Annotated § 25-1-1203, a state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor.

5. EQUAL OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement is required to have a copy of the Contractor's Equal Opportunity (EO) Policy prior to entering into this PA. The submission of an EO Policy is a one-time requirement. The Contractor is responsible for providing updates or changes to its policy, and for supplying EO Policies upon request to other Participating Entities that must also comply with this statute. If the Contractor is not required by law to have an EO Policy, the Contractor must submit a written statement to that effect.

6. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.

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W. TECHNOLOGY ACCESS:

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
6. Integrating into networks used to share communications among employees, program participants, and the public.
7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices

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or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

X. SHARED TECHNICAL ARCHITECTURE:

Solutions must comply with the applicable provisions of the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed by visiting <https://www.transform.ar.gov/information-systems/policies-standards/> and <https://www.transform.ar.gov/information-systems/policies-standards/standards/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

Y. PERFORMANCE STANDARDS (FOR SERVICES ONLY):

Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education must include performance standards when purchasing services. Performance standards shall be mutually agreed upon by the parties hereto for any services purchased.

Z. MANAGED PRINT SERVICES ("MPS"):

All MPS engagements shall be subject to all applicable terms and conditions as set forth in the Master Agreement and the terms of the enclosed State of Arkansas Attachment # 7.

AA. LEASING:

Leasing **shall** be authorized under this PA and shall be subject to all applicable Terms and Conditions as set forth in the Master Agreement and the terms of enclosed State of Arkansas Attachment # 2.

BB. VALUE ADDED SERVICES:

The Contractor **shall not** propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the purchasing entity;
- Services are linked to items the entity has purchased through a current or past transaction.

CC. SUBCONTRACTORS:

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating State and Purchasing Entity are not agreeing to and is not responsible for any terms and conditions with a subcontractor. The following subcontractors are authorized to provide commodity delivery and services:

Subcontractor	Contact Name	Email	Phone
To be provided			

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Subcontractors may be updated by mutual agreement.

DD. ORDERS:

Any order placed by a Participating State or Purchasing Entity for a commodity, service, or both 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 unless the parties to the order agree in writing that another contract or agreement applies to such order.

EE. PRODUCT INSTALLATION AND INVOICING.

In the event a Purchasing Entity leases equipment from the Contractor, the Purchasing Entity will provide notice to the Contractor on any defects no later than the thirtieth (30th) business day following the date of delivery. Such notice of defects may be delivered electronically or in writing at the discretion of the Participating Entity. Contractor will then remedy such defects or replace the lease equipment in a timely manner, and at no additional cost.

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 will provide meter reads within the Contractor(s) requested timeframe.

The Purchasing Entity will 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.

FF. TERMS:

The Participating State and Purchasing Entity are agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Arkansas law.

GG. PRIMARY CONTACTS:

The primary contact individuals for this PA are as follows (or their named successors):

Lead Entity	
Name:	NASPO ValuePoint – State of Colorado
Contact Person:	Nikki Pollack
Address:	Department of Personnel & Administration State Purchasing & Contracts Office 1525 Sherman Street, 5th Floor Denver, Co 80203
Telephone:	303-866-5671
E-Mail:	nikki.pollack@state.co.us

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Contractor	
Name:	Xerox Corporation
Contact Person:	Michele Devall General Manager
Address:	201 Merritt 7 Norwalk, CT 06851
Telephone:	225-937-8579
E-Mail:	michele.devall@Xerox.com

Arkansas Contact	
Name:	State of Arkansas Department of Transformation & Shared Services, Office of State Procurement
Contact Person:	General Procurements Team
Address:	501 Woodlane Street, Ste 220 Little Rock, AR 72201
Telephone:	501-324-9316
E-Mail:	Osp.review@arkansas.gov

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this PA.

By signing this PA, the Contractor represents, warrants, and certifies that they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of a contract resulting from this PA:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a contractor.

The Contractor further represents, warrants, and certifies that it shall not become a Scrutinized Company during the aggregate term of a contract resulting from this PA.

This PA and the Master Agreement number 187646 (administered by NASPO ValuePoint) together with its exhibits (including any terms referenced in the Master Agreement), set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: Arkansas	Contractor: Xerox Corporation
Signature: <i>Jessica Patterson</i>	Signature: <i>Michele Devall</i>
Name: Jessica Patterson	Name: Michele Devall
Title: Transformation and Shared Services Director, Office of State Procurement	Title: General Manager, Public Sector Center of Excellence
Date: 8/29/2024	Date: 08/29/2024

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. If Customer self-insures such policy, Customer shall respond with regards to a loss as if there is such a policy in place.

ATTACHMENT 7 – XEROX Services Master Agreement

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. Reserved.

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.

2.16. eCommerce Portal

Xerox and Customer may 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.

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.

SIGNATURES IN NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date and thereby agreeing to its terms.

<<ENTER CUSTOMER'S LEGAL NAME>>

XEROX CORPORATION

Signature

Signature

Name (please print)

Name

Title

Title

Date

Date

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,. 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..

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: _____

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.



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 # _____ - ____



Xerox Contracted Devices

[illegible]

**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.
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- 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.
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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.

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- 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.
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ATTACHMENT 17 – XEROX PRINTERLOGIC SOW

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

Goals and Objectives

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

Services Overview

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

This includes the following high-level tasks:

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

Delivery and Schedule

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

- All Professional services will be deemed as delivered and complete when all tasks of this SOW are executed.

Exclusions

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

Customer Responsibilities

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

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

Project Assumptions and Risks

This proposal is based upon the following assumptions:

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

The identified risks to the project schedule or costs are:

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

Project Change Request

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

Delay or Abandonment

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

Completion

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

Software Maintenance and Support

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

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

SOW Validity

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

List of Attachments

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



Acceptance

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

Customer
Signature _____
Name _____
Title _____
Date _____

Xerox Corporation
Signature _____
Name _____
Title _____
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

ATTACHMENT B

Project Scope

Description of Services

Commencement of the work described below will be dependent on the availability of any software license keys and/or hardware (servers, multifunctional printers (MFPs), scanners, etc.) required for successful deployment of the project. Any tasks to be completed by the Customer, or dependent on Customer's resources and availability, cannot be estimated by Xerox.

Deliverables

This engagement will be comprised of the following activities and Deliverables as listed below.

Key Activities & Deliverables

Discover

- Conduct discovery session covering topics which may include:
 - System requirements review
 - Deployment process

Design & Deployment

- Develop a design summation based on the results of the Discover phase, which may include:
 - Authentication methods
 - Print release configuration
- Setup and configuration will include the following:
 - Provision Customer's PrinterLogic Portal
 - Install printers and print drivers into the PrinterLogic portal [Note: May include using the Printer Migration tool for existing Print Servers]
 - Configure Printer Profiles if specific settings are required
 - Load Floor Plan and position printer on Floor Plan: Yes ____ No ____
 - Create distribution templates to provide the correct printer based on defined criteria
 - Provide access to the PrinterLogic Client installer tool or URL
- Test system for accuracy.
- Promote system to production status.

Training

- Provide up to one thirty (30) minute administrative training and knowledge transfer for up to two (2) individuals.

Project Close

- Provide guidance for future support engagements.
- Review Customer satisfaction and obtain feedback.
- Obtain Customer signature on project acceptance form.

ATTACHMENT C

Software Licenses and System Requirements

The software licenses and/or services required to implement the solution described in this SOW are set forth in the following table. Licensed software is based on Customer provided information and subject to change if Customer revises their requirements. If changes are required, they must be accomplished in accordance with the change clause section of the SOW whether initiated by Xerox or the Customer.

Software	Quantity
PrinterLogic SaaS Core	1

Key Considerations

- Customer must provide a list of printer names, IP addresses and the driver type (PCL6 or PS) for each device.
- Customer must provide a list of print driver profiles if custom configurations are requested. The list must include the printer name and the default settings required for each profile.

System Requirements

Below is a list of the Customer’s system requirements. Such list is subject to change based on technology advancements.

Client OS and Hardware

This PrinterLogic Client supports the following operating systems.

X86	X64
Windows 10/11	Windows 10/11/2016/2019/2022
	macOS 11 (Big Sur) macOS 12 (Monterey) macOS 13 (Ventura)
	Ubuntu Linux (LTS) 18.04 Ubuntu Linux (LTS) 20.04 Red Hat 7 Red Hat 8

OTHER
Chrome OS 88+

The Admin Console interface displays a list of the supported operating systems in **Tools > Settings > General**, as shown here.



Client workstations must have hardware capable of running the operating system with 30MB free hard disk space for the client installation. Additional space for print drivers being installed may be required as well.



The use of ARM processors is currently not supported for Service Client machines and end-user workstations.

Supported SNMP Versions

If SNMP is enabled, PrinterLogic leverages metadata to ensure precise reporting, SNMP information retrieval, Pull Print/Secure Release Print functionality, and synchronization of identities and email addresses from local PrinterLogic users. For a comprehensive list of the collected metadata and concise descriptions of their use cases see the [Metadata Collected by Printerlogic](#) topic.

- SNMP v1
- SNMP v2
- SNMP v3

Supported Browsers

- Microsoft Edge (Chromium)
- Safari 15, 16
- Firefox 3+ and current release
- Google Chrome 88+

Browser Extensions

Edge (Chromium) Extension

The Edge (Chromium) extension can be found in the Microsoft Store listed as the [PrinterLogic Extension v x.x.x.x](#). This extension is currently only supported for Windows OS. Visit the [Microsoft Edge \(Chromium\) Extension](#) documentation for more information on installing it.

▼ **Prerequisites for Edge (Chromium) to function correctly:**

Chrome Browser Extension

The Chrome extension can be found in Chrome Web Store listed as the [PrinterLogic Extension vx.x.x.x](#).

Chromebook OS Extension

The Chromebook extension can be found in the Google Admin Console listed as Extension ID:

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.”

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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.

19. DATA PROTECTION. Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of General Data Protection Regulations (the "Directive") to the extent it applies to each of them.

19.1 For the purpose of this clause 'data controller', 'data processor', 'data subject', 'Information Commissioner', 'personal data', and 'processing' shall have the meanings given to them in the Directive.

19.2 The parties agree that you are the data controller in respect of any personal data that PrinterLogic processes in the course of providing services for you (other than business contact data processed by the PrinterLogic to allow it to manage your account), and that PrinterLogic is the data processor of said personal data.

19.3 Further, the parties agree that you are the Data Exporter and PrinterLogic is the Data Importer as defined within the standard contractual clauses as amended and set forth in Exhibit A below, and the parties agree to the terms and conditions of the said standard contractual clauses.

20. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is subject to certain export restrictions of the United States Government. If you are (i) in a country to which export from the United States is restricted for anti-terrorism reasons, or a national of any such country, wherever located, (ii) in a country to which the United States has embargoed or restricted the export of goods or services, or a national of any such country, wherever located, or (iii) a person or entity who has been prohibited from participating in United States export transactions by any agency of the United States Government, then you may not access or use the Software. By accepting this License, you warrant and represent to PrinterLogic that (1) none of the criteria set forth in (i), (ii), or (iii) above apply to you, (2) that you shall not export or re-export Software to any country, person, or entity subject to U.S. export restrictions, including those persons and entities that match the criteria set forth in (i), (ii), or (iii) above, and (3) that neither the United States Bureau of Industry and Security, nor any other U.S. federal agency, has suspended, revoked, or denied your export privileges.

21. EXPORT LIABILITY ASSURANCES. You agree and certify that the Software shall not be exported outside the United States except as authorized and permitted by the laws and regulations of the United States. If the Software has been rightfully obtained by you outside the United States, you agree that you shall not re-export the Software except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software.

22. GOVERNING LAW; SUBMISSION TO JURISDICTION. This EULA shall be governed by and construed under the laws of the State in which the Purchasing Entity resides, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. By entering into this EULA, you irrevocably submit yourself and your principals individually to personal jurisdiction in courts of the State of the Purchasing Entity and agree that jurisdiction for any dispute shall be solely within the State of the Purchasing Entity and waive any forum non conveniens defense.

22.1 Notices. Specific notices applicable to users of the Software, technical support, system security and other account notices will be given by electronic mail to the email address on record in PrinterLogic's account information. All legal or dispute-related notices will be sent by first class mail or express delivery, if to PrinterLogic, attention PrinterLogic Legal Department, at 432 S Tech Ridge Dr, St. George, UT 84770, U.S.A., and if to you, to your account representative and address on record in PrinterLogic's account information, or such other addresses as either Party may designate in writing from time to time.

23. ENTIRE AGREEMENT. This EULA and any applicable PrinterLogic quote, invoice, and/or service level agreement relating to the Perpetual License or Subscription License executed by the Parties, constitutes the entire agreement and understanding between you and PrinterLogic relating to the subject matter hereof, and PrinterLogic is not obligated under any other agreements, unless in writing and signed by an authorized representative of PrinterLogic. You hereby confirm that PrinterLogic has not made any statements or representations that are not outlined in this EULA and that you have not entered into this EULA in reliance on any statement(s) or representation(s) not expressly set out herein.

24. HEADINGS; SEVERABILITY; WAIVER; AMENDMENT; ASSIGNMENT. The headings of the Sections and subsections hereof are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision hereof. If any provision hereof (or part thereof) is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such provision (or part thereof) shall be deemed deleted from this EULA, while the remaining provisions hereof shall continue in full force and effect. No failure or delay by PrinterLogic in exercising any right, power or remedy hereunder shall operate as a waiver of any such right, power, or remedy, nor shall any single or partial exercise of such right, power, or remedy by PrinterLogic preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable law. This EULA may only be amended in a writing executed by PrinterLogic and you, specifically setting forth such amendment. You may not assign, sublicense, or transfer this EULA or any rights or obligations hereunder without the prior written consent of PrinterLogic. Any such attempted assignment, sublicense, or

transfer shall be null and void. PrinterLogic may terminate this EULA in the event of any such attempted assignment, sublicense, or transfer upon written notice to you.

25. CONSTRUCTION; FORCE MAJEURE. In the event an ambiguity or question of intent or interpretation arises, this EULA shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of the provisions hereof. If PrinterLogic is unable to perform its obligations due to reasons beyond its reasonable control, then PrinterLogic's performance shall be excused and the time for performance extended for the period of delay due to such occurrence.

26. CONTACT. If you have any questions regarding this EULA please contact PrinterLogic at support@printerlogic.com.

EULA EXHIBIT A

(Amended) Standard Contractual Clauses—controller to processor

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: the individual or entity that is a recipient of PrinterLogic's service as described on the applicable invoice or order form, or otherwise provided to said individual or entity under any trial period. (the data exporter)

And

Name of the data importing organization: PrinterLogic, Inc.

Address: 912 West 1600 South, Suite C-201, St. George, UT 84770 USA

Tel: (435) 652-1288 e-mail: legalteam@printerlogic.com

Other information needed to identify the organization: www.printerlogic.com .

(the data importer)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

1. Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and, in particular, the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

5. Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorized access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter once in any twelve month period to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the appropriately professionally qualified and sufficiently competent personnel of data exporter or [an inspection body composed of independent members] in possession of the required professional qualifications bound by a duty of confidentiality (which the importer may require to be made directly with it), selected by the data exporter, where applicable, in agreement with the supervisory authority. The parties agree that (i) where the data importer has achieved relevant certification it shall be permitted to substitute evidence of such certification in place of the requirement to submit to an audit under this clause and (ii) where the data importer has already undergone an audit within the previous three (3) year period then it shall be permitted to provide a copy of the resulting report to the data exporter as evidence of its compliance with the relevant data protection laws. The foregoing is subject to the provision that any resulting report shall be maintained as strictly confidential, an original copy is

promptly provided to the importer by or on behalf of the exporter and all intellectual property rights in the report and its contents shall be deemed to be those of the importer.

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter of the nature of any sub-processing and will make available to the data exporter notification of any changes to such sub-processors on its website (the data exporter hereby consents to such sub-processing rights and notification obligations;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly on request a redacted copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

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7. Mediation and jurisdiction

The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

8. Governing law

The Clauses shall be governed by the law of the Participating State in which the data exporter is established.

9. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

10. Sub-processing

The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations

under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Participating State in which the data exporter is established.

The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

11. Obligation after the termination of personal data-processing services

The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

The Participating State may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Subject Matter & Duration of the Processing

The Data Exporter has contracted with the Data Importer for certain software services. In its use of the software services the Data Exporter will upload certain personal data into the software's database which may be stored at the Controller's election either on servers outside of the EEA, at the time of writing on Amazon Web Services (AWS) in the United States or within the EEA (including the United Kingdom) at the time of writing on Amazon Web Services (AWS). The data may be accessed, on the Data Exporter's request, by the Data Importer in order to provide technical support services. The personal data will be processed for the duration of the contract for software services and for a further period of thirty (30) days to allow appropriate time for deletion and any requested return of the data to the Data Exporter.

Data Subjects

The personal data transferred concern the following categories of data subjects (please specify): End users of the PrinterLogic application which may include employees and other personnel of the Data Exporter or of the customers of the Data Exporter, solely at the discretion of the data exporter.

Categories of Data

The personal data transferred may concern the following categories of data: First name, last name, email address, title of printed document, username and password.

Special Categories of Data (if appropriate)

The personal data that may be transferred would not normally concern any special categories of data, but data exporter is in control in this regard.

It should be noted that in Pull Printing mode the software will capture and store the title of a document which will be produced in print reports accessible to the licensor's IT personnel. The title of printed documents which may be reported [and stored] will be the title of the document as transmitted to the printer to be printed. This title may therefore contain special category data or personal data belonging to the data subject for which the data exporter may need to satisfy itself that it has obtained the express consent of the data subject to transfer in order to comply with its legal obligations under the General Data Protection Regulation 2016/679 (GDPR).

The Data Exporter is in control and may turn this function on or off as it sees fit.

If controller turns this function off, Pull Printing mode within the software will capture and temporarily store the title of a document which will be encrypted and not accessible to the licensor's IT personnel and will be temporarily stored until released from the print queue by the transmitter of the document or for a period of time elected by the Controller until automatic expiry.).

Processing operations

The personal data transferred will be subject to the following basic processing activities:

PrinterLogic does not typically actively use or access any data including personal data that data exporter uploads to its services and products, except where it is necessary to provide technical support to the data exporter at the Data Exporter's request.

PrinterLogic's print driver management software (offered as a SaaS solution or an on-premise solution) performs two services that involve personal data:

1. Print Job Auditing and Reporting

- The software provides the customer with the following information via a print report:
- Quantity of pages each department prints weekly, monthly or quarterly
- Usage of any given printer to determine if a printer can be phased out
- Actual cost of printing—itemized by department, location or printer
- Customer's top 100 printer users
- Identification of users who frequently initiate large print jobs
- Notification of when a user prints a document labelled as "classified"
- Overall printer usage data and printer consolidation guidance
- Monitoring and reporting of all USB printing

2. Active Directory

A PrinterLogic customer can establish an Active Directory within the PrinterLogic software that identifies authorized users for a specific printer along with what manner the authorized user may use the printer. (ie. Printing in color or black and white only) The customer controls the information needed to run such authorizations (e.g. username, pin number, ID number, etc.)

For the on-premise solution, the PrinterLogic software is installed behind the customer's firewall and PrinterLogic does not have access to the customer's network unless granted access during a product support request. For the SaaS solution, a client is installed locally that communicates with the PrinterCloud product hosted in Amazon Web Services which customers may elect to be stored on servers in the United States or in the EEA (including the United Kingdom).

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

1. Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) The Services use, or enable PrinterLogic customers to use, industry-accepted encryption products to protect Customer Data and communications during transmissions between a Customer's network and the Services, including 128-bit TLS Certificates and 2048-bit RSA public keys at a minimum. Data at rest is also encrypted.

2. Liability

The Parties agree that the following shall supplement their respective liabilities as set out in paragraph 6 of the Standard Contractual Clauses:

If one party is held liable for a violation of the clauses committed by the other party or otherwise suffers any damage resulting from or connected to such violation, defaulting party shall be liable for direct damages, costs, charges, damages, expenses or losses the non-defaulting party has incurred provided that such liability shall be limited to direct damages only (excluding any indirect, exemplary, incidental, special or consequential damages) and shall be limited to a sum equal to the fees paid to PrinterLogic by the Customer in the 12 months preceding the occurrence of the event triggering the damages.

Nothing in this paragraph 2 shall be construed so as to limit or restrict the rights of the data subject including the right to compensation to the extent that such restriction is not permitted by the GDPR or these Standard Contractual Clauses.

APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Standard Contractual Clauses (processors).

Data Importer and processor shall comply with all requirements that the General Data Protection Regulation 2016/679 (GDPR) imposes on processors and are collectively referred to as "processor" in this Appendix 3. "Controller" is the data exporter or the data exporter's customer. Without limiting the generality of the foregoing, processor agrees that it:

(a) processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; also, the processor shall immediately inform the controller if, in its opinion, an instruction infringes the GDPR, national data protection laws in the EU or other applicable law;

(b) ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) takes all measures required pursuant to Article 32 of the GDPR (security of processing);

(d) respects the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor. Notwithstanding the foregoing:

(i) the Data Exporter agrees that the Data Importer shall be free to engage sub-processors in connection with the software services provided that the appointed sub processors fulfil the requirements of the Model Clauses. Notwithstanding the foregoing the Data Importer shall publish a list of its current sub processors in a direct communication to the Data Exporter;

(ii) The Data Importer shall inform the Data Exporter of any proposed additions or replacements to the sub processors. Upon such notification, the Data Exporter shall have 10 days in which to provide the Data Importer with any detailed and reasonable objection or concern it may have regarding the proposed appointment;

(iii) [In the event of such objection the Data Importer is not obliged to consider or accommodate the Data Exporter's position but shall permit the Data Exporter to terminate its services agreement on written notice to the Data Importer];

(iv) If the Data Exporter does not raise any objection or concern within the 10-day period then without limiting any of its rights or remedies under the GDPR it shall be deemed to have consented to such changes; and

(e) taking into account the nature of the processing, assists the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, including, without limitation, right to access, rectification, erasure and portability of the data subject's personal data; (for the avoidance of doubt, processor shall only assist and enable controller to meet controller's obligations to satisfy data subjects' rights, but processor shall not respond directly to data subjects)

(f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (Security of personal data) taking into account the nature of processing and the information available to the processor;

(g) at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless it is required to retain storage of the personal data;

(h) without limiting the provisions of paragraph 5(f) of Exhibit A the parties agree that the Data Importer shall in accordance with Article 28 of the GDPR and at the request of the Data Exporter once in any twelve-month period submit its data-processing facilities for audit of the processing activities covered by these Standard Contractual Clauses.