NASPO ValuePoint

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

Led by the State of Colorado

Master Agreement #: **187800**

Contractor: **XEROX CORPORATION**

Participating Entity: **STATE OF ILLINOIS**

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
- OEM and/or Third Party compatible Accessories
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices
- Not Specifically Priced Open Market Items

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum (interchangeably "Participating Addendum" or "PA") covers the NASPO ValuePoint Master Agreement Terms and Conditions for the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado per NASPO ValuePoint Master Agreement #187800 ("Master Agreement"), for use by all government units and qualified not for profit entities located in the Participating State of Illinois *[* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This Participating Addendum may be used by all governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Office.

"Governmental unit" means State of Illinois, any State agency as defined in Section 1- 15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State of Illinois from a unit of local government.

"Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

2.1 The Chief Procurement Officer for General Services makes this PA available to all governmental units and qualified not-for-profit agencies.

2.2 Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this PA for the items in this PA to all governmental units and qualified not-for-profit agencies.

2.3 The supplies or services subject to this PA shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

2.4 Contractor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

2.5 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

2.6 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

2.7 All terms and conditions in this PA apply with full force and effect to all purchase orders.

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

Contractor

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

Participating Entity

Name:	Jim Matheis
Address:	120 W. Jefferson Street, Springfield, IL 62702
Telephone:	(217) 557-2664
Fax:	
Email:	Jim.Matheis@illinois.gov

Participating Entity Modifications or Additions to The NASPO Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity. The following changes also supersede any conflicting terms in any Attachment to the NASPO Master Agreement or EULA provided with products and services hereunder. The effective date of the Attachments and/or Exhibits to the NASPO Master Agreement as they apply to State are the same effective date as this PA.

1.1 Hardware and Software. All products furnished shall be new, unused, or most recent manufacturer and not discontinued. Contractor will be responsible for notifying the purchasing entity if requested items have been discontinued. Purchase Orders ("PO") against this PA will be made by the State using a State approved form as the need arises. Other institutions entitled to use the resulting contract will utilize their own individual purchase form. POs written for orders under this PA shall be honored.

1.2 Pricing.

1.2.1 Lease Orders, Pricing and SLAs offered under this PA, will remain in place until the expiration of the NASPO Master Agreement or the expiration of any applicable PO placed hereunder, if such PO term extends beyond that of the NASPO Master Agreement. The pricing previously established, as included in Attachment 1 to this PA, is applicable to any PO placed hereunder.

1.2.2 Contractor shall not bill for any taxes unless accompanied by proof the purchasing entity is subject to the tax. If necessary, Contractor may request the applicable tax exemption number and federal tax exemption information.

1.2.3 Any expenses that Contractor may charge are shown in this Pricing Section. The purchasing entity will not compensate Contractor for any expenses related to travel, lodging, or meals.

1.2.4 Contractor shall invoice at the completion of each PO unless otherwise tied to milestones, deliverables, or other requirements. Each individual PO will have its own ship to/bill to information.

1.2.5 The Illinois Office of the Comptroller requires the State to indicate whether the

PA value is firm or estimated at the time it is submitted for obligation. The total value of this PA is estimated.

2. Participation. The NASPO Master Agreement may be used by all governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the Illinois CPO.

3. Participating State Modifications or Additions to NASPO Master Agreement: (These modifications or additions apply only to actions and relationships within the Participating Entity). Notwithstanding anything contained in the NASPO Master Agreement and its attachments, the Contract Documents shall not be assigned nor any rights thereunder transferred in violation of the Illinois Procurement Code (30 ILCS 500) or the Illinois Administrative Code (44 Ill. Adm. Code 1.2005).

3.1.1 For purposes of this section 3.1, a subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract, and which is specifically hired to perform all or part of the work covered by this PA or a PO.

Will subcontractors be utilized? ☒ Yes ☐ No

- Subcontractor Name: Revere Consulting Company, Inc.

  Amount to Be Paid: $ 900,000.00

  Address: 4942 Bay View Drive, Richton Park, IL 60471

3.1.2 If at any time during the term of the PA, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify the State, in writing, of the names, addresses, and the expected amount of money that each new or replaced subcontractor will receive pursuant to the PA or any PO. Any subcontracts entered into prior to award of the PA and a subsequent PO are done at the Contractor's and subcontractor's risk.

3.1.3 Any subcontracts must include the same certifications that Contractor must make as a condition of this PA. Contractor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

3.2 Cancellation. The NASPO Master Agreement Paragraph 14.8 is supplemented as follows:

(a) The State may, for its convenience and with sixty (60) days' prior written notice to Contractor, terminate this PA or any PO hereunder, in whole or in part without payment of any penalty. Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with the Contract Documents. Notwithstanding the foregoing, cancellation under this provision does not pertain to any orders for equipment installed prior to the State's termination notice. In the event this PA is terminated, individual lease POs will continue until their scheduled expiration date, and continue to be governed by, and be subject to, the terms and conditions of this PA and the NASPO Master Agreement.

3.3 Non-Disclosure. Section 14.2.2 of the NASPO Master Agreement is deleted in its entirety and replaced with the following:

Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under the Contract Documents. Contractor shall presume all information received from the State or to which it gains access pursuant to the Contract Documents is confidential. Contractor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Contract Documents shall be disseminated except as authorized by law and with the written consent of the disclosing party, either during the period of the PA, any PO, or thereafter. The receiving party must return any and all data collected, maintained, created or used in the course of the performance of the Contract Documents, in a nonproprietary easily accessible format promptly at the end of the applicable engagement, or earlier at the request of the disclosing party, or notify the disclosing party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving party's possession prior to its acquisition from the disclosing party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving party; or is independently developed by the receiving party without the use or benefit of the disclosing party's confidential information

3.4 Default. Section 14.8 of the NASPO Master Agreement is deleted in its entirety and replaced with the following:

3.4.1 The occurrence of any of the following events shall be an event of default under this PA: (1) nonperformance under the NASPO Master Agreement, PA, or any PO (collectively, the "Contract Documents"); (2) breach of any term or condition of the Contract Documents ; (3) any certification, representation, or warranty by Contractor that proves to be untrue or materially misleading; (4) institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by

or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; (5) any default specified in the Contract Documents.

3.4.2 Upon default under section 3.4.1 above, the State will notify Contractor of the event of default and will grant Contractor an opportunity to cure. If Contractor fails to cure the default within the period specified in the written notice of default, which shall not be less than thirty (30) calendar days, Contractor shall be in breach of this PA and any applicable PO(s), and the State shall have the right to exercise any or all of the following remedies: (1) any remedy provided by law, in the NASPO Master Agreement, or this PA; (2) terminate the affected Services and Equipment under this PA, (3) impose liquidated damages as provided in the NASPO Master Agreement, (4) suspend Contractor from being able to respond to future bid solicitations (5) suspend Contractor's performance under any PO(s), and/or (6) withhold payment until the default is remedied.

3.5 Limitation of Liability. Limitation of Liability provisions in the Master NASPO Agreements and any Attachments there to are replaced as below:

Except for indemnification obligations, fraud, willful misconduct, breach of confidentiality or data breach, property damage or personal injury, Xerox will not be liable for any direct damages in excess of $10,000 or the amounts paid and payable hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages.

3.6 Term. The Parties' respective performances under this Participating Addendum shall commence on the last date of execution thru 07/31/2026.

3.6.1 Order Term. Orders may only be placed prior to the expiration or earlier termination of this Participating Addendum, but may have a delivery date that extends no longer than 180 calendar days following that expiration or earlier termination date.

Regardless of whether this Participating Addendum has expired or has been terminated, the Contractor shall comply with all Orders that extend past the expiration or termination, as described in this section, and all requirements of this Participating Addendum necessary to complete outstanding Orders shall survive the expiration or termination of this Participating Addendum until all Orders are complete.

3.6.2 Contractor shall not commence billable work in furtherance of the PA or any PO prior to final execution of each, except when permitted pursuant to 30 ILCS 500/2080.

3.7 Renewal. Subject to the maximum total term identified above, the State has the option to renew for the following term(s): zero (0) years.

3.8 Force Majeure: Section 14.7 of the NASPO Master Agreement is supplemented to include the following:

Failure by either Contractor or the State to perform its respective duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. Xerox agrees that the State's payment obligation shall be suspended with respect to any equipment which is rendered inoperable due to a force majeure event. This payment suspension shall continue for the duration of the force majeure event or, if a force majeure event prevents Xerox from performing Maintenance Services or Software Support, until Contractor restores the equipment to operational condition, whichever is earlier. Unless otherwise prohibited by Illinois law, in the event of such suspension of payment the term of the applicable lease POs shall be extended, based on appropriation of funds, for a period equal to the duration of the suspension of the State's payment obligation.

3.9 Indemnification. Section XII is deleted from the NASPO Master Agreement and replaced with the following:

3.9.1 The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; or (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable to the other for incidental, special, consequential or punitive damages.

3.9.2 Contractor shall indemnify, hold harmless, and defend the State of Illinois from any claim, demand, cause of action, debt or liability (including reasonable attorney's fees and expenses) that the Product or its use, or any work product infringes, misappropriates, or otherwise violates any intellectual property (patent, copyright, trade secret, or trademark) or other proprietary rights of a third party ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is: (a) provided by the Contractor or the Contractor's subsidiaries or affiliates; (b) specified by the Contractor to work with the Product; reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or (c) it would be reasonably expected to use the Product in combination with such product, system or method.

3.9.3 The State shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the State fails to provide reasonable notice, the Contractor shall not be relieved from its obligations hereunder unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property claim and such prejudice resulted in increased expenses or loss to Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property claim, it shall have control over the defense and settlement of it, subject to the approval of the Illinois Attorney General. However, the State must consent in writing for any money damages or obligations for which it may be responsible. The State shall make reasonable efforts to furnish, at the Contractor's expense, information and assistance necessary for such defense. If Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the State may assume the defense or settlement of it, and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the State related to the Intellectual Property claim. This section is not subject to any limitations of liability in the Contract Documents.

3.10 Payment. Section 6.2 of the NASPO Master Agreement is deleted in its entirety and replaced with the following.

3.10.1 By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the NASPO Master Agreement, PA and applicable PO, and the amount billed and expenses incurred are as allowed in the NASPO Master Agreement, PA and applicable PO. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.10.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices shall have no force and effect.

3.10.3 The State or purchasing entity will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this PA and a PO, even if the effective date of the PA is prior to execution.

3.10.4 As a condition of receiving payment Contractor must (i) be in compliance with the NASPO Master Agreement, PA, and any POs, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Contractor is responsible for contacting the Illinois Dept. of Labor 217782-6206; http://www.state.il.uslagency/idol/index.htm to ensure understanding of prevailing wage requirements, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

3.11 Public Information. The following shall supplement Section 14.2.6 of the NASPO Master Agreement:

This PA, any POs, and all related public records maintained by, provided, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this PA or the NASPO Master Agreement. A request by Contractor to for confidential treatment of information will not supersede the State's legal obligations under FOIA (5 ILCS 140). Contractor must show specific grounds in FOIA or other law or rule that support confidential treatment. Contractor will hold harmless and indemnify the State for all costs or damages associated with the State defending Contractor's request for confidential treatment.

3.12 Records Administration and Audit. Section 14.1 of the NASPO Master Agreement is deleted in its entirety and replaced with the following:

Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records.

3.13 Warranties for Supplies and Services. Section10.10 of the NASPO Master Agreement is deleted in its entirety and replaced with the following:

3.13.1 Contractor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Contractor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto in the NASPO Master Agreement; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve (12) months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Contractor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties

3.13.2 Contractor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

3.13.3 Contractor warrants that all services will be performed to meet the requirements of the Master Agreement, PA, and any applicable PO in an efficient and effective manner by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the NASPO Master Agreement, PA, or applicable PO, who is disruptive or not respectful of others in the workplace, or who in any way violates these herein referenced agreements or State polices.

3.14 Use and Ownership. Xerox does not anticipate the development of any customized products or programming in connection with the services to be provided under the Contract Documents. Contractor agrees that all State authored documents printed/copied on Contractor's supplied equipment is the State's sole and exclusive property, and that Contractor shall have no rights to these documents. Also all Contractor generated reports and the output of services is State's sole and exclusive property and Contractor will have no rights to these documents or data, except as may be required for Contractor to perform services. All other work prepared by or processes developed by Contractor for the State's use will remain the sole property of Contractor and is not deemed a "work for hire." However, Contractor grants the State a non-exclusive, perpetual, fully paid-up, worldwide right to use, display, reproduce and modify any report from design computer programs, code, or other work of authorship provided by Contractor to the State in the course of performing the services under the PA strictly for the State's internal business use and not for resale or distribution outside of the State's organization.

3.15 Governing Law and Venue. Section 14.12 of the NASPO Master Agreement is deleted in its entirety and replaced with the following:

The NASPO Master Agreement, as applied to the State of Illinois, this PA, and any PO(s), shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 ID. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of the NASPO Master Agreement, PA, or any PO, must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at http://www.ilga.gov/legislation/ilcs.asp). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment contracts, or any other activity.

3.16 Availability of Appropriation (30 ILCS 500/20-60). The PA and all POs are contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this PA or any PO, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the State's funding by reserving some or all of the State's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the State determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

3.17 Service Requirements. The parties agree to the Service Level Agreement terms included in this PA as Attachment 2.

3.18 Installation and Training Requirements. In addition to the acceptance provisions included in the NASPO Master Agreement, Contractor shall provide all labor, supervision, equipment, tools, materials, and incidentals necessary to furnish and install. All equipment materials and installation work shall comply with this specification, the Illinois OSHA standards, and relevant Illinois building codes. Contractor must install and setup printers, controllers, and any software including the testing, the interface process and the transfer an existing documents and forms to the new printers/controllers. Contractor will include creation of queues and onsite training of State staff. Contractor will provide onsite training for Development/Forms Design staff. Training will be performed onsite with State staff for not less than one hour per device on the same day of the equipment installation or delivery, or as otherwise mutually agreed in writing.

3.19 Where Services are to be Performed. All services shall be performed in the United States and in the State of Illinois. If the Contractor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Contractor. Notwithstanding the foregoing, the parties agree certain back-office contract administration and customer support services are performed by Contractor and/or its affiliates from locations outside the U.S. and some of Contractor’s equipment components are produced offshore. However, the equipment is a compliant “commercial item” as defined in the Federal Acquisition Regulation, Trade Agreement Act.

3.20 Schedule of Work. Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel. Other purchasing entities shall communicate their acceptable schedule of work to be mutually agreed upon by both, xerox and the other purchasing entities.

3.21 Reporting, Status, and Monitoring Specifications.

3.21.1 Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform under this Participating Addendum or any Purchase Order.

3.21.2 Pursuant to Section 5.3 of the NASPO Master Agreement, Contractor shall provide quarterly sales reports. Contract shall provide Illinois specific quarterly sales reports until the expiration of the term of the PA. The reporting period and submission due date shall be on the following schedule:

Fiscal Year Quarter 1	July-September due October 31
Fiscal Year Quarter 2	October-December due January 31
Fiscal Year Quarter 3	January-March due April 30
Fiscal Year Quarter 4	April-June due July 31

3.22 Time is of the Essence. Time is of the essence with respect to Contractor's performance under this Participating Addendum and any Purchase Orders placed hereunder. Contractor shall perform its obligations while any dispute concerning the Contract Documents is being resolved, unless otherwise directed by the State.

3.23 Solicitation & Employment. Contractor shall not employ any person employed by the State during the term of the Contract Documents to perform any work under any PO. Contractor shall give notice immediately to the applicable Agency's director if Contractor solicits or intends to solicit State employees to perform any work under any PO.

3.24 Compliance with the Law. Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of the Contract Documents. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of the Contract Documents.

3.25 Background Check: Whenever the State deems it reasonably necessary for security reasons, the State may conduct at its expense, criminal history background checks. Contractor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

3.26 Insurance.

3.26.1 Section 13.1 of the NASPO Master Agreement is supplemented to include the following: Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.

3.26.2 Sections 13.2.1 and 13.2.4 of the NASPO Master Agreement are deleted and replaced with the following:
(a) General Commercial Liability-occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law.

4. Price Agreement Number:
All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number P-71153, and the Lead State price agreement number:187800.

5. Notices:
Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals designated in Section 3; however, a supplemental notice may be issued as designated in a PO. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

6. Standard Certifications and Disclosures.
Contractor agrees to the Standard Certifications and Disclosures in FORMS B, provided in Exhibit A hereto. Contractor agrees that its Disclosures and Conflicts of Interest forms on Illinois Procurement Gateway are accurate and complete along with Sections 1 through 5 are of the Forms B.

7. Individual Customer:
Each governmental unit and qualified not-for-profit agency authorized to use statewide contracts in the State of Illinois that purchases products/services through this PA will be treated as if they were "Individual Customers." Except to the extent modified by this PA, each governmental unit and qualified not-for-profit agency will be responsible to follow the terms and conditions of the NASPO Master Agreement and this PA; and they will have the same rights and responsibilities for their purchases as the Lead State has in the NASPO Master Agreement, as amended by this PA. Each governmental unit and qualified not-for-profit agency will be responsible for their own charges, fees, and liabilities. Each governmental unit and qualified not-for-profit agency will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.

The Contractor will apply the charges to each Individual Customer individually. Each Individual Customer will have no liability for the acts or omissions of other Individual Customers.

8. Lease Agreements:
If there are any terms and conditions which conflict with individual state or political subdivisions procurement laws, the parties will need to negotiate and amend the PA as appropriate.

Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in Section 6.3 of the Master Agreement; Exhibit A, Section III. Paragraphs A through F; Attachment 1, Attachment 2, Attachment 7 of the Master Agreement, unless otherwise agreed to. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Straight, or Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

Assignment: Per Exhibit A, Section III, Paragraph F.7 of the Master Agreement in Bidbuy: i) Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Product or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld); ii) Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Product and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In the event of a permitted assignment, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.; iii) No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

All lease and rental programs must remain with the Contractor or through an in-house leasing program, or through the financial branch or subsidiary of the Contractor.

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

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

End of Term Options:

- If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify

Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

- If a Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Product available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

Any provisions on payment or late payment in the NASPO Master Agreement and the Attachments are superseded pursuant to payment provisions in this PA.

Section 13 of Attachment 2 is updated to add that an affected lease agreement for equipment is cancelable by the Purchasing Entity if Xerox fails to comply to its obligations in the lease agreement, with no additional fees owed except for fees owed up to date of termination, after the State notifies Contractor in writing of the specific performance shortfall pursuant to sections 3.4 of this Participating Addendum.

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

All orders should contain the following "(1) PO subject to NASPO ValuePoint Contract #140606 & State Contract # P-71153; (2) Purchaser's, Address, Contact, & Phone-Number; (3) Purchase order amount; (4) Type of Order/procurement and, if applicable, monthly payment; (5) Itemized list of accessories, if applicable; (6) Service program and rates, if applicable; (7) SOW, if applicable."

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

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

Per Exhibit A section IV. A.3. of the Master Agreement, Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

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

11. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). Not Specifically Priced items (NSP) are the procured items that enhance or compliment the Devices and/or Services established in the Illinois PA. These NSP items always carry a minimum 15% discount off of MSRP or List Price. For the State of Illinois, NSP items are primarily used today to support Agency needs when critical third party finishing or feeding for production equipment is required to do their work.

NSP items will not include:

i) Interactive White boards;
ii) Computers, monitors, or other related items;
iii) Fax machines;
iv) Overhead Projectors; and
v) Cameras.

NSP items may only be acquired through the Contractor(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall not exceed 49% of the total order unless in conjunction with a previously ordered device.

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

a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e., b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e., b&w and color combined);

b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

13. Software: Purchasing Entities that acquire software shall be subject to the license agreement included as Attachments or Exhibits to the Master Agreement. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates listed in the software tab in the price exhibit of the Master Agreement. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in an EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.

Software provided under this PA may include disabling code.

Xerox's licensors are not third-party beneficiaries to any EULA with the software or this PA or the Master Agreement.

Section 1.m of Attachment 7 attached to the Master Agreement is clarified to also state that in no event will Xerox collect any PII, personal information, or confidential information of the State or its users.

In addition to all other services and features under maintenance and software support under this PA and the Attachments to the Master Agreement, for clarity, maintenance and software support also includes updates and bug fixes of the software at no additional fee.

14. Maintenance Service Agreements: Purchasing Entities are subject to the Contractor "Maintenance Agreement Terms and Conditions" provided in the Master Agreement as Attachment 6.

15. Managed Services ("MPS") Agreement: Purchasing Entities are subject to the Contractor "Services Master Agreement Terms and Conditions" provided in the Master Agreement as Attachment 7. Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.

16. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in the Master Agreement as Attachment 8, and which must be approved by both parties prior to the initiation of any engagement.

17. Supplemental Terms**:** Notwithstanding any provision to the contrary in NASPO Master Agreement and Attachments and Exhibits thereto, or in any licensing or similar agreement attached thereto:

17.1 The procuring Agency and the State do not waive sovereign immunity, including all rights provided in the State Lawsuit Immunity Act (745 ILCS 5);

17.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

17.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

17.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Contractor or Subcontractor, except as agreed upon by both parties for the licensing of third-party software to the procuring Agency or as attached to this Participating Addendum.

17.5 The procuring Agency and the State shall not indemnify Contractor or its Subcontractors (including any equipment manufacturers or software companies);

17.6 Contractor and any Subcontractors shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Participating Addendum;

17.7 Contractor and any Subcontractor's liability shall be governed by the terms and conditions contained in the Indemnification and Liability clause of this Participating Addendum; and

17.8 Contractor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under the NASPO Master Agreement complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

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The Parties to this Participating Addendum are the State of Illinois acting through the undersigned Agency (collectively the State) and the Contractor This Participating Addendum, consisting of the signature page and numbered sections listed above and below and any Attachments and/or Exhibits referenced in this Participating Addendum, constitute the entire agreement between the Parties concerning the subject matter of the Participating Addendum, and in signing the Participating Addendum, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Participating Addendum. This Participating Addendum supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the agreement. This Participating Addendum, Exhibits, and Attachments hereto will prevail in the event of a conflict between this Participating Addendum and the NASPO Master Agreement. Unless as mutually agreed to by the parties, terms and conditions inconsistent with or contrary to the terms and conditions of this PA and the NASPO Master Agreement, together with its Exhibits and/or Attachments, shall not be added to or incorporated into this Addendum or the NASPO Master Agreement and its Attachments and/or Exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected.
This Participating Addendum can be signed in multiple counterparts upon agreement of the Parties.

18. Exclusions: The following Attachments and/or Exhibits to the NASPO Master Agreement and all terms and conditions and further agreements therein, are not part of this Participating Addendum, provided that the State may purchase goods or services from the NASPO Agreement and if any Attachments or Exhibits listed below are applicable to the purchase of those goods or services, then the State reserves the right to negotiate, if needed, and agree to the terms and conditions of the applicable Attachments or Exhibits as if it was never excluded by this Participating Addendum.

ATTACHMENT 5 – XEROX INSTALLMENT SALE AGREEMENT TERMS AND CONDITIONS

ATTACHMENT 10 – XEROX POOL PLAN AGREEMENT TERMS AND CONDITIONS

ATTACHMENT 11 – XEROX SOFTWARE LICENSE ADDENDUM

ATTACHMENT 12 – XEROX PRODUCT SPECIFIC TERMS AND CONDITIONS

ATTACHMENT 13 – XEROX PRODUCTION INKJET EQUIPMENT TERMS AND CONDITIONS

ATTACHMENT 14 – XEROX SAMPLE BALTORO CUSTOMER EXPECTATIONS DOCUMENT

ATTACHMENT 15 – XEROX BALTORO CUSTOMER ACCEPTANCE FORM

ATTACHMENT 16 – XEROX BALTORO SOW

ATTACHMENT 17 – XEROX PRINTERLOGIC SOW

SIGNATURES IN THE FOLLOWING PAGE

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

Reviewed as to Legal Clause Sufficiency MDT 10.22.24

State of Illinois:	**Contractor/ Xerox Corporation**
Signature: Sanjay Gupta Digitally signed by Sanjay Gupta Date: 2024.10.22 16:17:42 -05'00'	Signature:
Name: Sanjay Gupta	Name: Yvonne Hickey
Title: Secretary	Title: General Manager
Date: 10/22/2024	Date: 10/22/24

State of Illinois:
Signature: Radhika Lakhani
Name: Radhika Lakhani
Title: General Counsel
Date: 10/22/2024

State of Illinois:
Signature: Mary Feagans
Name: Mary Feagans
Title: Chief Fiscal Officer
Date: 10/22/2024

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

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

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

Model Name	36 Month Lease Pricing	Monthly Volume Included/ Overage Rate	Analyst Services & Training Included
Model B415DN	**$ 66.99**	**3,000 impressions/ $0.0025**	**Yes**
PRINTER STAND	$ 6.85		
TRAY 1- 550 SHEET PAPER TRAY	$ 6.85		
TRAY 2- 550 SHEET PAPER TRAY	$ 6.85		
TRAY 3- 550 SHEET PAPER TRAY	$ 6.85		
Wireless Network Adapter	$ 1.89		
Model B7125S2	**$ 138.02**	**6,000 impressions/ $0.0025**	**Yes**
FAX-1LIN -Embedded 1-Line Fax	$ 14.85		
FAX-3LIN -Embedded 3-Line Fax	$ 30.98		
ENVELTRAY -Envelope Feeder Tray	$ 7.41		
Model B7125H2	**$ 146.60**	**6,000 impressions/ $0.0025**	**Yes**
FAX-1LIN -Embedded 1-Line Fax	$ 14.85		
FAX-3LIN -Embedded 3-Line Fax	$ 30.98		
ENVELTRAY -Envelope Feeder Tray	$ 7.41		
Model B7130H2	**$ 154.73**	**10,000 impressions/ $0.0025**	**Yes**
FAX-1LIN -Embedded 1-Line Fax	$ 14.85		
FAX-3LIN -Embedded 3-Line Fax	$ 30.98		
ENVELTRAY -Envelope Feeder Tray	$ 7.41		
OFC-HPKIT- 3 Hole Punch	$ 5.52		
Model B8245H2	**$ 197.17**	**17,000 impressions/ $0.0025**	**Yes**
FAX-1LINE -1 Line Fax	$ 13.20		
FAX-2LINE -2 Line Fax	$ 30.84		

ENVLPTR -Envelope Tray	$ 10.30		
HCF3K -High-Capacity Feeder	$ 29.26		
OFC-BM -Booklet Unit for Office Finisher	$ 17.61		
OFC-HPKIT – 3 Hole Punch for Office Finisher	$ 5.52		
BRFB-81 -Booklet Maker Finisher w/ 2/3 Hole Punch	$ 66.12		
Model B8255H2	**$ 222.99**	**21,200 impressions/ $0.0025**	**Yes**
FAX-1LINE -1 Line Fax	$ 13.20		
FAX-2LINE -2 Line Fax	$ 30.84		
ENVLPTR -Envelope Tray	$ 10.30		
HCF3K -High-Capacity Feeder	$ 29.26		
OFC-BM -Booklet Unit for Office Finisher	$ 17.61		
OFC-HPKIT – 3 Hole Punch for Office Finisher	$ 5.52		
BRFB-81 -Booklet Maker Finisher w/ 2/3 Hole Punch	$ 66.12		
Model B8270H2	**$ 302.98**	**29,500 impressions/ $0.0025**	**Yes**
FAX-1LINE -1 Line Fax	$ 13.20		
FAX-2LINE -2 Line Fax	$ 30.84		
ENVLPTR -Envelope Tray	$ 10.30		
HCF3K -High-Capacity Feeder	$ 29.26		
OFC-BM -Booklet Unit for Office Finisher	$ 17.61		
OFC-HPKIT – 3 Hole Punch for Office Finisher	$ 5.52		
BRFB-81 -Booklet Maker Finisher w/ 2/3 Hole Punch	$ 66.12		
Model C8230H2	**$ 258.38**	**7,500 B&W and 2,500 Color impressions/ $0.0025 B&W and $0.0375 Color**	**Yes**
FAX-1LINE -1 Line Fax	$ 13.20		
FAX-2LINE -2 Line Fax	$ 30.84		
OFC-81 -Office Finisher	$ 25.50		

OFC-HPKIT – 3 Hole Punch	$ 5.52		
ENVLPTR -Envelope Tray	$ 10.30		
HCF3K -High-Capacity Feeder	$ 29.26		
OFC-BM Booklet Unit for Office Finisher	$ 17.61		
Model C8255H2	**$ 349.12**	**17,200 B&W and 4,000 Color impressions/ $0.0025 B&W and $0.0375 Color**	**Yes**
FAX-1LINE -1 Line Fax	$ 13.20		
FAX-2LINE -2 Line Fax	$ 30.84		
OFC-HPKIT – 3 Hole Punch	$ 5.52		
ENVLPTR -Envelope Tray	$ 10.30		
OFC-BM- Booklet Unit for Office Finisher	$ 17.61		
BRFB-81 -BR Booklet Maker Finisher w 2/3 Hole Punch	$ 66.12		
CZFOLD81 -BR Finisher C/Z Folder	$ 89.58		
Model C415DN	**$ 128.59**	**2,000 B&W and 1,000 Color impressions/ $0.0025 B&W and $0.0375 Color**	**Yes**
TRAY1- 550 Sheet Paper Tray with bypass tray	$ 7.54		
TRAY2- 550 Sheet Paper Tray	$ 7.54		
PRINTER STAND	$ 10.30		
Wireless Network Adapter	$ 1.89		
Models and accessories outside of this pricing table will be provided at a price agreed to between Xerox and State of Illinois with a price not to exceed pricing in NASPO ValuePoint Contract.			

ATTACHMENT 2

STANDARD SERVICE LEVEL AGREEMENT (SLA)

The SLA, must at a minimum, adhere to the following requirements:

i) End-User Training

1) An initial, no charge, on-site, web-based, or online one-hour training session for each Device, must be offered by Awarded Vendor(s) for all non-desktop Products placed at each Purchasing Entity's location. For drop-shipped or desktop Products, Awarded Vendors must offer an initial, one-hour, no charge, web-based, or on-line training session.
2) If Purchasing Entity elects to exercise the training option, then Awarded Vendor shall provide the training within ten (10) Business Days of Purchasing Entity's request.
3) Awarded Vendor(s) may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
4) Awarded Vendor(s) must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
5) Awarded Vendor(s) shall provide Product literature, user-manuals, and access to online resources, if available, at no charge to the Purchasing Entity.
6) Awarded Vendor shall provide a toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting. A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
7) Awarded Vendor(s) shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance.

ii) Preventative Maintenance. Awarded Vendor(s) must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

iii) Equipment Performance

1) Equipment Downtime shall be computed from the time the Awarded Vendor is notified of Equipment failure until the time in which the Equipment is fully operational. Equipment Downtime excludes normal interrupts, such as lunch. *Actual Equipment Downtime* represents the time the equipment is "down" and cannot make prints or copies. It is comprised of *Total Service Response Time* and *Machine-Repair Time*.
2) Equipment Downtime due to lack of consumable Supplies is not acceptable.

3) Awarded Vendor(s) shall guarantee that the fleet of Devices for each Purchasing Entity will be operational at least 95% of the time, during Normal Business Hours for Group A, Group B, and Group D. Xerox supports 95% Fleet uptime assuming calculation is based on a three-month rolling average for the Customer's entire Xerox-branded Equipment population that is operated within the Equipment's operating guideline for the specified product.

4) Awarded Vendor(s) must provide daily communication to the Purchasing Entity regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

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

1) A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable; or

2) At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Awarded Vendor, to accomplish the work of the Device that is inoperable.

3) If any Device in Group C or Sub-Groups C1 and C2 are inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

v) Repair Parts

1) Awarded Vendor(s) shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

2) All Device components, spare parts, application software, and ancillary Equipment that is supplied under any resulting Master Agreement, must conform to Manufacturer specifications.

3) Awarded Vendor(s) shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

4) Repair parts may be new, reconditioned, reprocessed or recovered.

vi) Service Zones

1) Unless otherwise specified in a Participating Addendum, Awarded Vendor(s) shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

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

These service levels will be measured on a quarterly basis between Vendor and the State.

(*) Except for states (such as Alaska and Guam), which due to the uniqueness of their locations may require customized service zones to be negotiated in the applicable Participating Addendum.

2) Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:

- If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within four (4) Business Days; contingent upon Product availability. If Product is not immediately available, then average delivery shall be within ten (10) Business Days.

3) Awarded Vendor(s) may charge different rates according to each Service

Zone. **vii) Service Logs**

1) Awarded Vendors shall maintain a Service log which describes the maintenance and repair Services provided for each Device.

2) A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

viii) Equipment Relocation

1) Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment.

2) Awarded Vendor(s) may charge for this Service based on the following table:

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

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

0) Awarded Vendor(s) may not charge for any fees incurred due to fuel or tolls.

1) Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Awarded Vendor(s) must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Awarded Vendor(s) shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

a) Meter Read Invoicing

i) In order for Awarded Vendor(s) to generate accurate invoices, Purchasing Entities shall provide meter reads within the Awarded Vendor(s) requested time-frame.

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

iii) The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Awarded Vendor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.

iv) Failure on the Awarded Vendor(s) part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

b) Service Level Calculations

i) At the discretion of the Participating State or Entity, Awarded Vendor(s) shall produce reports that can be measured against the required SLA components.

c) Reporting. Awarded Vendor(s) shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

i) The report shall include the following:

1) Up-time percentage (%) per fleet of Devices;
2) Number of Service Calls placed;
3) Response Time per Device;
4) Dates that Preventative Maintenance was performed, if applicable;
5) Hours of end-user training performed; and
6) Estimated end of Useful Life per Device, based on current usage.

ii) The report may include, but not be limited to, the following:

1) Location of Devices;
2) Click usage per Device; and
3) EPEAT certification level of each Device.