

## AGREEMENT

**THIS AGREEMENT** (this “Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **XEROX CORPORATION**, a New York corporation, whose address is 201 Merritt 7, Norwalk, CT 06851-1056 (“Xerox” or the “Contractor”), collectively, the “Parties” and individually a “Party.”

## RECITALS

**WHEREAS**, after a competitive procurement process, NASPO ValuePoint (“NASPO”) entered into Contract No. 187800 (the “NASPO Master Agreement”), with the Contractor to provide for multi-function devices and related software, services, and cloud solutions. The NASPO Master Agreement is incorporated herein by reference, to the extent not inconsistent with this Agreement;

**WHEREAS**, as a participating entity of NASPO, the State of Colorado entered into Participating Addendum Contract No. 193426, dated August 15, 2024 (the “State Addendum”), with the Contractor. A copy of the State Addendum is attached hereto as **Exhibit A** and incorporated herein by reference, to the extent not inconsistent with this Agreement;

**WHEREAS**, the City is permitted, pursuant to D.R.M.C. § 20-64.5 and the City’s Executive Order 8, to purchase such products and/or services under the NASPO Agreement and the State Addendum, at its discretion and with the assent of the awarded Contractor, and the NASPO Master Agreement and State Addendum permits its cooperative use by other public entities, including the City; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the NASPO Master Agreement, State Addendum, and this Agreement; (ii) establishing the terms and conditions by which the Contractor may provide the devices and related software, services, and cloud solutions, as more particularly set forth in this Agreement; and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under this Agreement with the City’s Chief Information Officer (“CIO”) or other designated personnel of the Department of Technology Services (“Agency” or “TS”). This Agreement may be used by all departments, offices, and other agencies of the City subject to the any applicable restrictions set forth herein.
2. **ORDERS AND SERVICES TO BE PERFORMED**: The Contractor agrees to cooperate with the City in the preparation of detailed Orders in accordance with the Scope of Work and the rates contained therein. Each Order shall include a detailed scope of services, level of effort, schedule, rates, and payment schedule, including a “not to exceed” amount, specific to each the Order. Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement subject to the terms and conditions of the NASPO Master Agreement and State Addendum. In the event of a conflict between a particular provision of any Order and a provision of this Agreement, this Agreement shall take precedence. A Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives. The City may execute

Orders in its sole discretion, and the City is not required to execute any minimum number of Orders under this Agreement. The City shall have no liability to compensate the Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement or a properly executed Order. In no event shall a Order term extend beyond the Term unless the City has specifically agreed to in writing. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. The Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services and/or deliverables will conform to applicable, agreed upon specifications, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any deliverable and services free and clear from any and all liens, adverse claims, encumbrances, and interests of any third party.

3. **TERM**: This Agreement will commence on January 1, 2025, and will expire, unless sooner terminated as provided in this Agreement, on July 31, 2034 (the “Term”).

4. **COMPENSATION AND PAYMENT**

- 4.1. **Fees**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the fees described in the attached **Exhibit A** and any duly executed Order. Amounts billed may not exceed rates set forth in **Exhibit A**. The Contractor is responsible for maintaining a current price list of available products and services under the NASPO Master Agreement and State Addendum.

- 4.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under this Agreement. All of the Contractor’s expenses are contained in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

- 4.3. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118, applies to invoicing and payment under this Agreement.

- 4.4. **Maximum Contract Amount**

- 4.4.1. Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed Seven Million Dollars (\$7,000,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement, Order, or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor’s risk and without authorization under this Agreement.

**4.4.2.** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. Unless otherwise stated under an Order, this Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**5. INCORPORATION AND ORDER OF PRECEDENCE:** The terms of the NASPO Master Agreement and State Addendum shall apply to this Agreement to the extent not inconsistent with this Agreement. If any term of this Agreement conflicts with the NASPO Master Agreement or State Addendum, then this Agreement shall control for all transactions between the City and the Contractor under this Agreement. If there is any conflict between the NASPO Master Agreement and State Addendum, the State Addendum shall control. All terms defined in the NASPO Master Agreement and State Addendum shall have the same meaning as defined therein, except for those terms specifically defined differently in this Agreement.

**6. RIGHTS AND PRIVILEGES:** To the extent provided under the NASPO Master Agreement and State Addendum, the City shall be afforded the same rights and privileges afforded to the State of Colorado in the State Addendum.

**7. INSURANCE**

**7.1. General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall endeavor to provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**7.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor

certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement.

- 7.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 7.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.
- 7.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 7.6. Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 7.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.
- 7.8. Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.
- 7.9. Cyber Liability:** The Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.
- 7.10. Technology Errors & Omissions:** The Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage



with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

8. **INDEMNIFICATION AND DEFENSE**: The City shall be afforded all the rights, privileges, and indemnifications afforded to the State, participating entities, purchasing entities, and its agencies and employees under the NASPO Agreement and State Addendum, and such rights, privileges, and indemnifications shall accrue and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide indemnification and insurance. In any event, the Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City. The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages. The Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy. Insurance coverage in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
9. **STATUS OF CONTRACTOR**: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.
10. **ASSIGNMENT; SUBCONTRACTING**: The Contractor is authorized to use subcontractors to provide sales and support to the City as authorized by either the City, the Master Agreement, or the State Addendum. The Contractor's subcontractor's participation shall be in accordance with the terms and conditions set forth herein. The Contractor shall not assign any of its rights or obligations under this Agreement without obtaining the City's prior written consent, and any assignment without such consent will be ineffective and void.
11. **TERMINATION**

**11.1.** The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City. Termination under this provision shall not apply to orders received and equipment installed prior to the effective date of termination.

**11.2.** The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.

**11.3.** Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except as described in the Master Agreement and the State Addendum. Upon termination, the City is entitled to take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient, if applicable. The City will make the Contractor Products and/or Third Party Hardware available for removal when requested to do so by the Contractor, and the Products and/or Third Party Hardware must be returned in the same condition as when delivered, reasonable wear and tear excepted.

**12. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.

**13. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

**14. COLORADO OPEN RECORDS ACT:** Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. ("CORA"). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request to give the

Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

15. **TAXES, CHARGES, AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.
16. **NOTICES:** All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail, or mailed via United States mail, postage prepaid, if to the Contractor at the address above and to City at the following addresses: Chief Information Officer, Denver Technology Services, 201 West Colfax Avenue, Dept. 301, Denver, Colorado 80202; with a copy to: Denver City Attorney's Office, 1437 Bannock St., Room 353, Denver, Colorado 80202. Notices hand delivered, sent by electronic mail, or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.
17. **GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
18. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender

identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

19. **COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated.
20. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
21. **PROHIBITED TERMS:** Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
22. **DATA PROTECTION:** The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. The Contractor shall maintain security procedures and practices consistent with C.R.S. §§ 24-73-101 *et seq.*, and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.
23. **CITY EXECUTION OF AGREEMENT:** This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
24. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this

Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

- 25. EXTERNAL TERMS AND CONDITIONS DISCLAIMER:** Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including in any terms, conditions, or agreements appearing on the Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements unless that provision is specifically referenced and incorporated into this Agreement.
- 26. LEGAL EFFECT OF SECTION 20.K OF THE STATE ADDENDUM:** The Parties agree and acknowledge that the terms and provisions of Section 20.K of the State Addendum shall be of no force and effect as to the enforcement of this Agreement.
- 27. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 28. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 29. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, State Addendum; **Exhibit B**, Xerox Services Master Agreement; **Exhibit C**, Certificate of Insurance; **Exhibit D**, Denver Airport Terms; and **Exhibit E**, Managed Print Services.

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**Contract Control Number:**  
**Contractor Name:**

TECHS-202475348-00  
XEROX CORPORATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:  
  
\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

TECHS-202475348-00  
XEROX CORPORATION

By:

Signed by:

*Chaley Henderson*

CDBDF61D8C574EC...

Name:

Chaley Henderson

(please print)

Title:

Finance Director

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

**PARTICIPATING ADDENDUM**  
**to NASPO ValuePoint**  
**Multi-Function Devices and Related Software, Services and**  
**Cloud Solutions**  
**Administered by the State of Colorado**  
**with Xerox Corporation**  
**Master Agreement No. 187800**  
**And**  
**The State of Colorado**  
**Contract # 193426**

**1. PARTIES AND SCOPE**

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the “Participating Addendum”), is entered into by and between **Xerox Corporation** (the “Contractor”), and the State of Colorado (the “State”). This Participating Addendum covers participation in the **Multi-Function Devices and Related Software, Services and Cloud Solutions** Master Agreement led by the State of **Colorado** (the “Master Agreement”), for use by State agencies and other entities located in Colorado which are authorized by law to utilize State contracts with the prior approval of the State Purchasing Director. The specific Goods and Services provided under the Master Agreement are listed in **Exhibit C (Price Lists)** of this agreement.

**2. PARTICIPATION**

Agencies, political subdivisions and other entities (including cooperatives) authorized by the State’s statutes to use State contracts may make purchases under this Participating Addendum as of its Effective Date. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Officer.

**3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY**

**A.** To the extent not modified by this Participating Addendum and all its exhibits, the Master Agreement and all its terms and conditions shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this Participating Addendum.

**B.** The following modifications shall be made to the Master Agreement with respect to Contractor’s performance pursuant to this Participating Addendum:

**i.** **§VI. 6.1.7**, under Pricing, Payment & Leasing, shall be modified as follows:

“All-inclusive Cost Per Copy (CPC) programs shall be offered upon request by the



Purchasing Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Purchasing Entity with their pricing breakdown which enables the Purchasing Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.”

- ii. **§VII. 7.6**, under Ordering and Invoicing Specifications, shall be modified as follows:
  - “All Orders pursuant to this Participating Addendum, shall contain the following:
    - 7.6.1 Name of Purchasing Entity;
    - 7.6.2 The name, phone number, and address of Purchasing Entity representative;
    - 7.6.3 Order date;
    - 7.6.4 Description of the Product and/or Service ordered;
    - 7.6.5 Model number;
    - 7.6.6 Price;
    - 7.6.7 The Master Agreement number;
    - 7.6.8 This Participating Addendum number; and
    - 7.6.9 Any additional information requested by the Purchasing Entity.”
- iii. **§VII. 7.8**, under Ordering and Invoicing Specifications, shall be modified as follows:
  - “At the request of the Purchasing Entity, Contractor shall provide a centralized billing option.”
- iv. **§VII. 7.12**, under Ordering, shall be modified as follows:
  - “Contractor and/or Authorized Dealers may not estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame. The acquisition of timely meter readings shall be the Contractor and/or Authorized Dealer’s responsibility alone.”
- v. **§VII. 7.14**, under Ordering, shall be modified as follows:
  - “Property tax is included in Contractor’s lease and rental rates and will therefore not be invoiced separately at any time throughout the term of the lease or rental agreement.”
- vi. **§X. 10.11**, under Warranty, shall be modified as follows:
  - “It will be at the discretion of the Purchasing Entity to negotiate additional warranty requirements with the Contractor.”
- vii. **§X. 10.12.4**, under Lemon Clause, shall be modified as follows:
  - “This clause shall take precedence over any other warranty or Services clauses associated with the Master Agreement.”
- viii. **§II. B. 3.4**, under Open Market Items of Exhibit A, Statement of Work, shall be modified as follows:

“NSP items shall be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of any NSP item in a single Order is \$5,000.”

- ix. **§III. D. 11**, under Leasing and Rental Overview of Exhibit A, Statement of Work, shall be modified as follows:

“The length of a Renewal Term shall be at the discretion of the Purchasing Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.”

- x. **§IV. A. 2**, under Standard Service Levels of Exhibit A, Statement of Work, shall be modified as follows:

“The Service Level Agreement (SLA) shall adhere to the following requirements:”

- xi. **§IV. A. 3.4**, under Meter Read Invoicing of Exhibit A, Statement of Work, shall be deleted in its entirety.

- xii. **§IV. A. 4.1 (a.)** under Service Level Calculations of Exhibit A, Statement of Work, shall be modified as follows:

“At the discretion of the Purchasing Entity, Contractor shall produce reports that can be measured against the required SLA components.”

- xiii. **§IV. A. 4.1 (b.)** under Service Level Calculations of Exhibit A, Statement of Work, shall be deleted in its entirety.

- xiv. **§IV. D. 3**, under Device Demonstration Requirements of Exhibit A, Statement of Work, shall be modified as follows:

“Upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C shall be converted to a purchase, lease or rental providing the following conditions are met:”

- xv. **§IV. F. 2.**, under Sensitive Information of Exhibit A, Statement of Work, shall have the meaning as prescribed to it in **§4**, Definitions of Exhibit A, State Specific Terms, to this Participating Addendum.

- xvi. **§IV. F. 5.2**, under Hard Drive Removal and Surrender of Exhibit A, Statement of Work, shall be modified as follows:

“At the Purchasing Entity’s discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity’s location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.”

#### **4. EQUIPMENT, SERVICE, AND SOFTWARE OPTIONS**

- A. A Purchasing Entity may purchase, lease or rent Equipment and software under this Participating Addendum. Financing options include a Fair Market Value (FMV) Lease, Capital Lease, Straight Lease, and Cancellable Rental. The lease terms available are 24, 36, 48 and 60 months. The rental terms available are 24 and 36 months. Contractor may offer 72-month lease rates for Group C and Sub-Groups C1 and C2 Devices only. In addition, they

may also offer an 84-month lease rate for Group C and Sub-Groups C1 and C2 on an exception basis only.

- B.** The State has reviewed and approved the terms and conditions in the Contractor's documents, which are attached hereto as **Attachments 1 through 16** and **Exhibit H**, and incorporated by reference. Purchasing Entities are still advised however, to conduct their own internal review of Contractor's documents prior to entering into any type of Order.

With the exception of the aforementioned Attachments and Exhibit, and Contractor's software documents, which are **not** incorporated into the Master Agreement or the Participating Addendum, nor have they been reviewed or approved by the State, no other Contractor documents are permissible under this Participating Addendum unless mutually agreed to in writing by Contractor and the State. Should there be a conflict between the terms and conditions of this Participating Addendum or the Master Agreement, and any terms in the Contractor's documents, this Participating Addendum and the Master Agreement shall govern according to the order of precedence set forth in **§8** below.

- C.** In the event the Purchasing Entity receives or obtains copies of the language in any of the Exhibits or Attachments referenced in **§4.B.** above, and the language varies from what is listed in said Exhibits and/or Attachments, the language in the Exhibits and Attachments incorporated into this Participating Addendum shall prevail.
- D.** A Purchasing Entity shall be solely responsible for the review and approval of all of Contractor's software documents, including, but not limited to: End User License Agreements, Click-Wrap Agreements and third-party software agreements.

## **5. PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES**

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum. The Contractor's primary contact shall be ultimately responsible for ensuring that all Goods are delivered and all Services are completed in accordance with this Participating Addendum.

### **Primary Contact for the State:**

Nikki Pollack  
Colorado State Purchasing & Contracts Office  
1525 Sherman Street, 5th Floor  
Denver, CO 80203  
(303) 866-5671  
[nikki.pollack@state.co.us](mailto:nikki.pollack@state.co.us)

### **Primary Contact for the Contractor:**

Michelle Yoshino  
Xerox Corporation  
1851 E 1<sup>st</sup> Street, Suite 401 & 253  
Santa Ana, CA 92705  
(714) 565-5252  
[michelle.yoshino@xerox.com](mailto:michelle.yoshino@xerox.com)

Each individual identified in this **§5** of the Participating Addendum shall be the primary contact of the designating Party. All notices required or permitted to be given under this Participating Addendum shall be in writing and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's primary contact at the address set forth above or **(C)** as an email with read receipt requested to the primary contact at the email address, if any, set forth above. If a Party delivers a notice to another through email and the email is undeliverable then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such

Party's primary contact at the address set forth above. Unless otherwise provided in this Participating Addendum, notices shall be effective upon delivery of the written notice.

In addition to the primary contact in this section, the Contractor shall also provide an individual who is ultimately responsible for the creation and submission of the quarterly volume report described in **Exhibit A** of this Participating Addendum. This individual, as named in this section, shall ensure that all required quarterly volume reports are accurate and delivered by the appropriate due date for that quarterly volume report. The Contractor may change this individual or their contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum.

**Individual Responsible for Quarterly Volume Report Creation and Submission:**

James Burns  
Xerox Corporation  
3 Territorial Court  
Bolingbrook, Illinois 60440  
847-928-5584  
[James.burns@xerox.com](mailto:James.burns@xerox.com)

**6. SUBCONTRACTORS**

The Contractor is authorized to use Subcontractors to provide sales and service support to any Purchasing Entity. All such approved Subcontractors authorized in the State of Colorado, are listed in the Colorado tab of the Xerox Dealer List, which can be obtained on the State dedicated website and/or the NASPO ValuePoint website. The Contractor's Subcontractor's participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum, as appropriate.

**7. ORDERS**

Any Order placed by a Purchasing Entity in the State of Colorado for a Good or Service available under this Participating Addendum shall be deemed to be a sale under the Master Agreement and this Participating Addendum. Any Order placed by a Purchasing Entity under this Participating Addendum shall be governed by the prices and other terms and conditions embodied in the Master Agreement as modified by this Participating Addendum (1) unless the Master Agreement (as modified) expressly provides that a certain term may be negotiated in an Order, in which case the Order's term shall control; or (2) to the extent that the terms of an Order do not conflict with the Master Agreement (as modified).

**8. ORDER OF PRECEDENCE**

All of the exhibits listed in this section are attached to this Participating Addendum and are incorporated herein by reference. In the event of a conflict or inconsistency between this Participating Addendum and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- A.** Colorado Special Provisions in **§21** of **Exhibit A**, State Specific Terms
- B.** **Exhibit E**, Information Technology Provisions
- C.** **Exhibit G**, Safeguarding Requirements for Federal Tax Information, as applicable
- D.** **Exhibit D**, HIPAA Business Associate Agreement, as applicable

- E.** The provisions of this Participating Addendum
- F.** All other sections of **Exhibit A**, State Specific Terms
- G.** **Exhibit B**, Statement of Work
- H.** **Exhibit C**, Price Lists
- I.** **Exhibit F**, PII Certification, as applicable
- J.** **Attachment 1 through Attachment 16**, with equal precedence
- K.** **Exhibit H**, Sample D&A Certificate

Notwithstanding anything to the contrary herein, the State and Purchasing Entities shall not be subject to any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provisions incorporated into any other document or agreement between the Parties that **(i)** requires the State to indemnify or hold harmless Contractor or any other party, **(ii)** is in violation of State law as, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State or **(iii)** is contrary to any of the provisions incorporated into **Exhibit A, §20** or the main body of this Participating Addendum.

**THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING ADDENDUM****CONTRACTOR**  
**Xerox Corporation**

Name: Rachael Jones

Title: Director, SLE

Signed by:

By: \_\_\_\_\_

*Rachael Jones Turner*

F9472944D2F0449...

Date: 8/15/2024

**STATE OF COLORADO****Jared Polis, Governor**

Department of Personnel and Administration

State Purchasing and Contracts Office

**Tony Ghe**

DocuSigned by:

Director

By: \_\_\_\_\_

*John Chapman*

EF45AFDEB51E414...

**Sherri Maxwell, Chief Procurement Officer, or****John Chapman, State Purchasing Manager**

Date: 8/15/2024

**STATE OF COLORADO**

Governor's Office of Information Technology

In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.

**STATE CHIEF INFORMATION OFFICER****David Edinger, Chief Infor**

DocuSigned by:

**1 Executive Director**

By: \_\_\_\_\_

*Alex Monts*

4235987998F1488...

Name &amp; Title: Alex Monts

CFO

Date: 8/15/2024

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

In accordance with §24-30-202, C.R.S., this Participating Addendum is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:

By: \_\_\_\_\_

*Nathan Manley*

66856696CC1A43A...

Name &amp; Title: Nathan Manley

Controller Delegate

Controller Delegate

Effective Date: 8/15/2024

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## EXHIBIT A, STATE SPECIFIC TERMS

### 1. AUTHORITY

Authority to enter into this Participating Addendum exists in the Colorado Procurement Code, §24-102-202, C.R.S. and 1 CCR 101-9 R-24-102-202-01., and its associated rules.

### 2. PURPOSE

The Parties are entering into this Participating Addendum for the Contractor to provide **A3 MFD, A4 MFD, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Supplies, Managed Print Services, Software Related Services, Standalone Production Devices, Industrial Print Equipment and Specialty Printers** to Purchasing Entities. The Contractor was selected as a result of **RFP-NP-23-001**.

### 3. TERM

#### A. Initial Term - Work Commencement

The Parties' respective performances under this Participating Addendum shall commence on the Effective Date or August 1, 2024, whichever is later, and shall be co-terminus with NASPO ValuePoint Master Agreement **187800**. Unless this Participating Addendum is terminated earlier, as described herein, or the State cancels its participation as described in the Master Agreement (the "Term"), the term of the Participating Addendum shall follow the Master Agreement initial term and will be automatically extended beyond the initial term if the Master Agreement term is extended (See **§3.B.**).

#### B. Extension of Term

If the term of NASPO ValuePoint Master Agreement is extended for any reason, the Term of this Participating Addendum shall be automatically modified to account for that extension, so long as such extension complies with the Colorado Procurement Code.

#### C. End of Term Extension

If this Participating Addendum approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor's primary contact listed in **§5** of the Participating Addendum and in accordance with **§5** of this Participating Addendum, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Participating Addendum in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Participating Addendum.

#### D. Order Term

Orders may only be placed prior to the expiration or earlier termination of this Participating Addendum, but may have a delivery date or performance period that extends no longer than 120 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.

#### **E. Early Termination in the Public Interest**

The State is entering into this Participating Addendum to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Participating Addendum by the State for breach by Contractor, which shall be governed by §15.A.i.

##### **i. Method and Content**

The State shall notify Contractor of such termination in accordance with §5 of this Participating Addendum. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Participating Addendum, and shall include, to the extent practicable, the public interest justification for the termination.

##### **ii. Obligations and Rights**

Upon receipt of notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §15.

##### **iii. Payments**

If the State terminates this Participating Addendum in the public interest, the Purchasing Entities shall pay Contractor according to their orders with the Contractor. The sum of any and all payments shall not exceed the maximum amount payable to Contractor under each order.

#### **4. DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. “Administration Fee”** means the fee that is due to the State for the administration of this Participating Addendum, as described in §7.A. of this **Exhibit A**.
- B. “Attachments”** means the following attachments included in this Contract:
  - i. Attachment 1**, Xerox General Terms
  - ii. Attachment 2**, Xerox Lease Agreement Terms and Conditions
  - iii. Attachment 3**, Xerox Rental Agreement Terms and Conditions
  - iv. Attachment 4**, Xerox Purchase and Maintenance Agreement Terms and Conditions
  - v. Attachment 5**, Xerox Installment Sale Agreement Terms and Conditions
  - vi. Attachment 6**, Xerox Maintenance Agreement Terms and Conditions
  - vii. Attachment 7**, Xerox Services Master Agreement Terms and Conditions
  - viii. Attachment 8**, Xerox MPS Statement of Work Template
  - ix. Attachment 9**, Xerox Print Services Agreement
  - x. Attachment 10**, Xerox Pool Plan Agreement Terms and Conditions
  - xi. Attachment 11**, Xerox Software License Addendum

- xii. **Attachment 12**, Xerox Product Specific Terms and Conditions
  - xiii. **Attachment 13**, Xerox Production Inkjet Equipment Terms and Conditions
  - xiv. **Attachment 14**, Xerox Sample Baltoro Customer Expectations Document
  - xv. **Attachment 15**, Xerox Baltoro Customer Acceptance Form
  - xvi. **Attachment 16**, Xerox Baltoro SOW
- C. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The 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) days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. **“Ceiling Price”** means the maximum price a Contractor or a Subcontractor may charge for a Good or Service under this Participating Addendum.
- F. **“Chief Procurement Officer”** means the individual to whom the Executive Director of the Department of Personnel & Administration has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- G. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- H. **“Click-Wrap Agreement”** means a type of electronic signature that involves a Purchasing Entity clicking a simple button to accept the agreement.
- I. **“Confidential Information”** means any and all information that is normally considered confidential in nature, and includes, but is not limited to, all State Records not subject to disclosure under the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S. (“CORA”).
- J. **“Contract”** means this Participating Addendum, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- K. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by a Purchasing Entity for Orders placed under this Participating Addendum.
- L. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- M. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State or Purchasing Entity by Contractor.

- N. **“Effective Date”** means the date Contract is signed by the State Controller or their designee.
- O. **“End of Term Extension”** means the time period defined in §3.C. of this **Exhibit A**.
- P. **“End User License Agreement” (EULA)** means a legal contract between a software supplier and a customer or end user, which specifies in detail the rights and restrictions which apply to the use of the software.
- Q. **“Environmentally Preferable Products”** means products that have a lesser or reduced adverse effect on human health and the environment when compared with competing products that serve the same purpose, as defined in §24-103-904, C.R.S.
- R. **“Exhibits”** means the following exhibits attached to this Contract:
- i. **Exhibit A**, State Specific Terms.
  - ii. **Exhibit B**, Statement of Work.
  - iii. **Exhibit C**, Products and Price List
  - iv. **Exhibit D**, HIPAA Business Associate Agreement, as applicable
  - v. **Exhibit E**, Information Technology Provisions
  - vi. **Exhibit F**, PII Certification, as applicable
  - vii. **Exhibit G**, Safeguarding Requirements for Federal Tax Information, as applicable
  - viii. **Exhibit H**, Sample D&A Certificate
- S. **“Extension Term”** means the time period defined in §3.B.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Participating Addendum and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services. Goods may also be referred to in this Participating Addendum as “Products” or “Equipment.”
- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- V. **“Initial Term”** means the time period defined in §3.A. of this **Exhibit A**.
- W. **“Order”** means any delivery order, purchase order, contract, agreement or other binding document used by a Purchasing Entity to order the Goods and Services described in this Participating Addendum from the Contractor, and shall include any modification to such a document.
- X. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- Y. **“Purchasing Entity”** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, government supported institution of higher education within the State, political

subdivisions of the State, authorized non-profit organizations and other authorized entities.

- Z.** “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- AA.** “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- BB.** “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- CC.** “**Sensitive Information**” means privileged or proprietary information that, if compromised through alteration, corruption, loss, misuse, or unauthorized disclosure, could cause serious harm to the organization owning it.
- DD.** “**Services**” means the services to be performed by Contractor as set forth in this Participating Addendum, and shall include any services to be rendered by Contractor in connection with the Goods.
- EE.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- FF.** “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- GG.** “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- HH.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.



- II. “**Subcontractor**” means third-parties, if any, engaged by Contractor pursuant to §20.B. to aid in performance of the Work. The term “Subcontractor” includes, without limitation, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Work.
- JJ. “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- KK. “**Total Value of the Contract**” means the total amount spent under all Orders by all Purchasing Entities through use of this Participating Addendum, either through issuance of an additional Contract or Purchase Order.
- LL. “**Work**” means the Goods delivered and Services performed pursuant to this Contract.
- MM. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Participating Addendum that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## 5. STATEMENT OF WORK

Contractor shall complete the Work as described in this Participating Addendum and in accordance with the provisions of **Exhibits B and C**, the Master Agreement, and with any Purchasing Entity’s Order. Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.

### A. Ordering and Order Fulfillment

#### i. Ordering

- a. Contractor shall provide a complete and accurate Internal Revenue Service form W9 to the State prior to accepting an Order from any Purchasing Entity. Upon a request by a Purchasing Entity, Contractor shall provide a complete and accurate Internal Revenue Service form W9 to that Purchasing Entity.
- b. Each Purchasing Entity may complete an Order in accordance with its own rules and policies, as available to Contractor, using the appropriate documentation for that organization to issue an Order.
- c. Contractor shall communicate directly with each Purchasing Entity related to that Purchasing Entity’s Orders.
- d. Contractor shall ensure that all Orders it accepts have the proper information contained in them for Contractor to be able to comply with all reporting requirements of this **Exhibit A**.
- e. If Contractor provides for Ordering through an internet-based portal or electronic catalog, Contractor shall maintain all of Contractor’s necessary hardware,

software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog.

- f. Contractor's internet-based portal and electronic catalogs shall clearly designate that they are part of this Participating Addendum and shall have a link to the State's designated web location, as determined by the State. Contractor shall ensure that all Environmentally Preferable Products are clearly listed on internet-based portal and electronic catalogs.
- g. If Contractor provides an internet-based portal or electronic catalog, Contractor shall also provide paper catalogs or catalogs on other digital media upon request by a Purchasing Entity.
- h. If Contractor's catalog will be either hosted on or accessed through the State's eCommerce system, when available, then Contractor shall comply with all policies, procedures and directions from the State in relation to hosting its catalog on or making its catalog accessible through that system. Contractor shall ensure that all information made available through the State's eCommerce system is accurate and complies with this Participating Addendum.

## **6. PAYMENTS TO CONTRACTOR**

### **A. Payments Under Orders**

- i. Contractor shall allow the State and Purchasing Entities to use a procurement card or other credit card to make payments under any Order, in addition to any other payment procedure available to the State or Purchasing Entity.
- ii. The State shall not pay any amount to Contractor under this Participating Addendum unless the State issues an Order, at which time it shall pay Contractor in accordance with that Order. The State shall not be responsible for payment under any Order that is issued by a Purchasing Entity that is not the State, and the Contractor shall seek no payment or other compensation from the State for any Work performed under any Order issued by a Purchasing Entity that is not the State.

### **B. Payment Procedures**

#### **i. Invoices**

Contractor shall invoice each Purchasing Entity in accordance with that Purchasing Entity's Order. Contractor shall not invoice the State under any Order unless the State issued that Order. Contractor shall allow 45 days for the State and Purchasing Entities to pay an invoice following the receipt of the invoice, unless the State or a Purchasing Entity specifically agrees to a shorter time in an Order. State law and regulations provide that State payments made within 45 days are not considered delinquent, and unless otherwise agreed, State Purchasing Entities will pay interest on any unpaid balance beginning on the 45th day at the rate of 1% per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are the subject of a good faith dispute regarding the obligation to pay all or a portion of the liability. Contractor shall invoice State Ordering Entities separately for accrued interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of day's interest to be paid, and the applicable interest rate. (§ 24-30-202(24), C.R.S., as amended.)

**ii. Payment Disputes**

Unless different procedures are specified in an Order, if Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the Purchasing Entity issuing the Order in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by that Purchasing Entity. The Purchasing Entity will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Purchasing Entity's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Purchasing Entity has concluded its review, and the Purchasing Entity shall not pay any interest on any amount during the period it is subject to dispute under this subsection. Notwithstanding the foregoing, pending correction of a dispute, the Purchasing Entity is expected to pay all undisputed amounts, including the monthly minimum charge, which is not subject to dispute at any time.

**iii. Available Funds-Contingency-Termination of Order**

Purchasing Entities, except for authorized non-profit entities, are prohibited by law from making commitments beyond the term of the current Purchasing Entity's Fiscal Year. Payment to Contractor beyond the current Purchasing Entity's Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (See Colorado Special Provision). If federal funds, non-State funds or funds from any other source constitute all or some of the Contract Funds, the Purchasing Entity's obligation to pay Contractor shall be contingent upon such funding continuing to be made available for payment. Orders under this Participating Addendum shall be made only from Contract Funds, and the Purchasing Entity's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other Purchasing Entity funds are not appropriated, or otherwise become unavailable to fund an Order under this Participating Addendum, the Purchasing Entity may, upon written notice, terminate the Order, in whole or in part, without incurring further liability. The Purchasing Entity shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination of Order. A State Purchasing Entity Order termination shall otherwise be treated as if the Order was terminated in the public interest as described in **§3.E.** of this **Exhibit A.**

The Purchasing Entity may effect such termination by giving Contractor a written notice of termination, to the Contractor's primary contact in accordance with **§5** of the Participating Addendum, and by paying to Contractor any amounts which are due and have not been paid through the last day of the Fiscal Year for which appropriated funds are available. The Purchasing Entity shall endeavor to give notice of such termination not less than 30 days prior to the day of non-availability of funds, and shall notify Contractor of any anticipated termination.

**iv. Discount and Delinquency Period**

Any applicable cash discount period or delinquency period for the amounts shown on an invoice shall begin on the date the Purchasing Entity's approves of the invoice, or from the date of receipt of acceptable Goods or Services at the specified destination by an authorized Purchasing Entity representative, whichever is later.



## **7. PAYMENTS TO STATE**

### **A. Administrative Fees**

- i.** Each State Fiscal Year quarter, Contractor shall, using a form as directed by the State, calculate an Administrative Fee equal to 1% of the total sales made under Orders during that State Fiscal Year quarter. Contractor shall pay the State the Administrative Fee for each State Fiscal Year quarter within 45 days following the end of that State Fiscal Year quarter.
- ii.** Contractor shall remit all administrative fees to the State's primary contact identified in §5 of the Participating Addendum and with the payee as "State of Colorado."

## **8. REPORTING – NOTIFICATION**

### **A. Volume Reporting**

The State will use a centralized method of tracking volume. Contractor shall provide a quarterly volume report to the State's primary contact identified in §5 of this Participating Addendum within 30 calendar days following the end of the State Fiscal Year quarter that the report covers. The quarterly volume report shall be submitted in a form as directed by the State, which may be modified by the State from time to time. The quarterly volume report shall contain, at a minimum, all of the following:

- i.** A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:
  - a.** The total spent by each type of Purchasing Entity under this Participating Addendum.
  - b.** The total of the list price of all items purchased by each type of Purchasing Entity under this Participating Addendum.
  - c.** The total estimated price savings for each type of Purchasing Entity under this Participating Addendum, calculated as the total list price of all items purchased by each type of Purchasing Entity minus the total spent for that type of Purchasing Entity.
  - d.** The total paid through the use of a procurement card or credit card for each Purchasing Entity under this Participating Addendum.
  - e.** The total sales of environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, for each Purchasing Entity under this Participating Addendum.
  - f.** The amount of the total administrative fee due to the State.
  - g.** Any additional summary information as requested by the State.
- ii.** A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:
  - a.** The name of the Purchasing Entity who the sale was made to.
  - b.** The date of the sale.
  - c.** A listing of each item purchased in the sale, including the name of the item, the quantity of the item, and the unit price for the item.

- d. Any other detail information as requested by the State.

**B. Additional Operational Reporting**

Upon request by the State, the Contractor shall provide operational reporting that includes all detailed and summary transaction, historical or payment information related to the State or any of the Purchasing Entities as requested by the State. The Contractor shall provide all such additional reports within 10 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

**C. Environmentally Preferable Product Reporting**

Upon request by the State, the Contractor shall provide detailed reporting on environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, that are purchased or made available under this Participating Addendum. The scope and detail of such reports shall be agreed upon by the State and the Contractor. The Contractor shall provide all such additional reports within 10 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

**D. Litigation Reporting**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Participating Addendum or may affect Contractor's ability to perform its obligations under this Participating Addendum, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's primary contact identified in §5 of the Participating Addendum .

**E. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.**

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State's primary contact in accordance with §5 of the Participating Addendum and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Participating Addendum. This section shall not apply if the Participating Addendum Funds include any federal funds.

**F. SOC 1 Type II Annual Report**

If Contractor performs Work for any of the State's IT systems that impact the State's IT systems that impact the State's Comprehensive Annual Financial Report as determined by the Colorado Office of the State Controller, Contractor, on an annual basis, shall deliver to the State, at Contractor's sole cost and expense, Contractor's current ISO 27001 certification.

**9. CONTRACTOR RECORDS**

**A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records") performed by the Contractor and

any Subcontractors, that are required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Participating Addendum expires or is terminated, **(ii)** final payment under this Participating Addendum is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the “Record Retention Period”).

**B. Inspection**

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State, in its discretion, may monitor Contractor’s performance of its obligations under this Participating Addendum using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

**D. Final Audit Report**

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor’s records that relates to or affects this Participating Addendum or the Work, whether the audit is conducted by Contractor or a third party.

**E. Periodic Business Reviews**

- i.** The State may schedule periodic business reviews to review Contractor’s performance under this Participating Addendum.
- ii.** Contractor shall ensure personnel assigned to the Participating Addendum are available for these meetings with the State as scheduled by the State.
- iii.** Contractor’s primary contact designated in **§5** of this the Participating Addendum shall be available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Participating Addendum, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS

Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract , if applicable. Contractor shall immediately forward any request or demand for State Records to the State's primary contact as identified in §5 of the Participating Addendum.

**B. Other Entity Access and Nondisclosure Agreements**

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Participating Addendum. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Participating Addendum, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

**C. Use, Security, and Retention**

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Participating Addendum, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Contractor becomes aware of any Incident involving State Records or State Confidential Information in Contractor's possession as a result of Work performed under this Participating Addendum or any Order placed thereunder, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that neither Contractor nor any of Contractor's agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may in conjunction with Contractor's approval and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved and Contractor's approved third party to conduct a security audit; with respect to any third-party audit initiated under this

section, Contractor's approval shall not be unreasonably withheld. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

**F. Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit F** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit F** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

**11. CONFLICTS OF INTEREST**

**A. Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Participating Addendum. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Participating Addendum.

**B. Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Participating Addendum, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Participating Addendum.

**C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a



conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Participating Addendum.

## **12. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Participating Addendum and until all orders for goods or Services or both have been delivered and accepted, regardless of whether this Participating Addendum has expired or has been terminated. All insurance policies required by this Participating Addendum shall be issued by insurance companies as approved by the State.

### **A. Workers' Compensation**

Workers' Compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment. Insurance must stay in place and in effect even if the contract terms expires, until all product or terms of the contract are completed and satisfied up to 120 days after contract term expires.

### **B. General Liability**

Commercial general liability insurance covering premises operations, fire damage, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$2,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

### **C. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

### **D. Cyber/Network Security and Privacy Liability**

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

### **E. Professional Liability Insurance**

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and

- ii. \$1,000,000 general aggregate.

**F. Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**G. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

**H. Primacy of Coverage**

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

**I. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor in the event of cancellation of policy and Contractor shall forward such notice to the State in accordance with §5 of the Participating Addendum within 7 days of Contractor's receipt of such notice.

**J. Subrogation Waiver**

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Participating Addendum shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**K. Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Participating Addendum such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Participating Addendum, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**L. Certificates**

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Participating Addendum within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance

coverage required under this Participating Addendum within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Participating Addendum, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

### **13. LIMITATION OF CONTRACTOR'S LIABILITY TO STATE**

The liability of Contractor, its Subcontractors, and their respective personnel to the State for any claims, liabilities, or damages relating to this Contract shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss of State Records or unauthorized disclosure of State Confidential Information, not to exceed three (3) times the Total Value of the Contract or \$1,000,000.00, whichever is greater.

No limitation on Contractor's liability to the State under this Section shall limit or affect:

- A. Contractor's indemnification obligations to the State under this Contract;
- B. Any claims, losses, or damages for which coverage is available under any insurance required under this Contract;
- C. Claims or damages arising out of bodily injury, including death, or damage to tangible property of the State; or
- D. Claims or damages resulting from the recklessness, bad faith, or intentional misconduct of Contractor or its Subcontractors

### **14. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §15 for that Party. Notwithstanding any provision of this Participating Addendum to the contrary, the State, in its discretion in order to protect the public interest of the State, need not provide notice or a cure period and may immediately terminate this Participating Addendum in whole or in part or institute any other remedy in this Participating Addendum; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

### **15. REMEDIES**

#### **A. State's Remedies**

If Contractor is in breach under any provision of this Participating Addendum and fails to cure such breach, the State, following the notice and cure period set forth in §14, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Participating Addendum or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### **i. Termination for Breach**

In the event of Contractor's uncured breach, the State may terminate this entire



Participating Addendum or any part of this Participating Addendum. Contractor shall continue performance of this Participating Addendum to the extent not terminated, if any.

If after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Participating Addendum had been terminated in the public interest under §3. E.

**ii. Remedies Not Involving Termination**

The State, in its discretion, may exercise one or more of the following additional remedies:

**a. Suspend Performance**

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and neither the State nor any Purchasing Entity shall be liable for costs incurred by Contractor after the suspension of performance.

**b. Removal**

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Participating Addendum is deemed by the State to be contrary to the public interest or the State's best interest.

**c. Intellectual Property**

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, at the option of and as approved by the State or Purchasing Entity (i) secure that right to use such Work for the State, Purchasing Entity and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the Purchasing Entity.

**B. Contractor's Remedies**

If the State is in breach of any provision of this Participating Addendum and does not cure such breach, Contractor, following the notice and cure period in §14 and the dispute resolution process in §166 shall have all remedies available at law and equity. If a Purchasing Entity is in breach of a provision of an Order, Contractor shall have all remedies available to it under that Order and available at law and equity.

**C. Purchasing Entity's Remedies**

- i. If Contractor is in breach under any provision of an Order by a Purchasing Entity, the Purchasing Entity shall have all of the remedies listed in that Order, all remedies listed

in §15.A.ii above, all remedies listed here in §15.C and all other remedies available by law or equity, subject to the requirements of § 14 above. The Purchasing Entity may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

- ii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination.

**iii. Payments and Damages**

- a. Notwithstanding anything to the contrary, Purchasing Entities shall only pay Contractor for accepted Work received as of the date of termination. A Purchasing Entity may withhold any amount that may be due Contractor as the Purchasing Entity deems necessary until Contractor corrects its Work or to protect itself against loss including, without limitation, loss as a result of outstanding liens and costs incurred by the Purchasing Entity in procuring from third parties replacement Work as cover. Pending resolution, the Purchasing Entity is expected to pay all undisputed amounts, including the monthly minimum charge, which is not subject to dispute at any time.
- b. Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State or appropriate Purchasing Entity for any damages sustained by the State or Purchasing Entity in connection with any breach by Contractor, and the Purchasing Entity may withhold payment to Contractor for the purpose of mitigating the Purchasing Entity's damages.
- c. A Purchasing Entity may deny payment to Contractor for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

**16. DISPUTE RESOLUTION**

**A. Order Disputes, Termination and Resolution**

- i. If a dispute related to an Order arises between Contractor and a Purchasing Entity for any reason other than the monthly minimum charge agreed upon by both parties, Contractor shall meet with the Purchasing Entity to attempt to resolve the issue. If Contractor is unable to resolve the issue with the Purchasing Entity, then Contractor may request assistance from the State by submitting a request in writing, which includes the pertinent information about the dispute and the assistance sought by Contractor, in accordance with §5 of the Participating Addendum. Nothing in this section shall be interpreted as limiting the rights or obligations of Contractor, the State or any Purchasing Entity under this Contract of any Order.
- ii. Subject to the requirements of § 14 above, a Purchasing Entity may terminate an Order if it determines that Contractor was in breach of that Order, provided Contractor has received written notice from the State and 30 days opportunity to cure such breach. Termination of an Order shall not terminate any other Order or this Participating Addendum.
- iii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because

of Contractor's uncured breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination.

**B. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Participating Addendum which cannot be resolved by the designated Participating Addendum primary contacts, as identified in §5 of the Participating Addendum, or through a dispute on an Order shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

**C. Resolution of Controversies arising under this Participating Addendum**

If the initial resolution described in §16.B. fails to resolve the dispute within ten (10) Business Days, Contractor shall submit any alleged breach of this Participating Addendum by the State to the Procurement Official of the State Purchasing and Contracts Office as described in in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

**A. Work Product**

Contractor assigns to the Purchasing Entity and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product under an Order. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the Purchasing Entity to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the parties intend the Work Product to be a work made for hire.

**i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the Purchasing Entity, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the Purchasing Entity a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute,

sell, and create derivative works of the Work Product created under that Purchasing Entity's Order and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The Purchasing Entity may assign and license its rights under this license.

**ii. Patents**

In addition, Contractor grants to the Purchasing Entity (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product created under an Order. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the Purchasing Entity.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Participating Addendum, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Participating Addendum without the prior written consent of the State. Upon termination of this Participating Addendum for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

**C. Exclusive Property of Contractor**

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

**18. OBLIGATIONS AND RIGHTS IN THE EVENT OF TERMINATION OF ORDER OR CONTRACT**

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to Purchasing Entities all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Participating Addendum's terms. At the request of the State, Contractor shall assign to the appropriate Purchasing Entity all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the appropriate Purchasing Entity has an interest. At the State or Purchasing Entity's request, Contractor shall return materials owned by the Purchasing Entity that Contractor

possesses at the time of any termination. Contractor shall deliver all completed Work Product to the appropriate Purchasing Entity at the State or Purchasing Entity's request.

## **19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-102-206, 24-106-103, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## **20. GENERAL PROVISIONS**

### **A. Assignment**

Contractor's rights and obligations under this Participating Addendum are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Participating Addendum.

### **B. Subcontracts**

Contractor shall not enter into any subcontract in connection with its obligations under this Participating Addendum without the prior, written approval of the State. Contractor shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Participating Addendum shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Participating Addendum.

### **C. Binding Effect**

Except as otherwise provided in §20.A., all provisions of this Participating Addendum, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### **D. Authority**

Each Party represents and warrants to the other that the execution and delivery of this Participating Addendum and the performance of such Party's obligations have been duly authorized.

### **E. Captions and References**

The captions and headings in this Participating Addendum are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Participating Addendum to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### **F. Counterparts**



This Participating Addendum may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**G. Entire Understanding**

This Participating Addendum represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Participating Addendum. Prior or contemporaneous additions, deletions, or other changes to this Participating Addendum shall not have any force or effect whatsoever, unless embodied herein.

**H. Digital Signatures**

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

**I. Modification**

Except as otherwise provided in this Participating Addendum, and excluding Price Lists and Dealer Lists, any modification to this Participating Addendum shall only be effective if agreed to in a formal amendment to this Participating Addendum, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Participating Addendum, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

**J. Statutes, Regulations, Fiscal Rules, and Other Authority.**

Any reference in this Participating Addendum to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Participating Addendum.

**K. External Terms and Conditions**

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Participating Addendum.

**L. Severability**

The invalidity or unenforceability of any provision of this Participating Addendum shall not affect the validity or enforceability of any other provision of this Participating Addendum, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Participating Addendum in accordance with the intent of this Participating Addendum.

**M. Survival of Certain Contract Terms**

Any provision of this Participating Addendum that imposes an obligation on the Contractor or a Purchasing Entity after termination or expiration of this Participating Addendum shall survive the termination or expiration of this Participating Addendum and shall be enforceable

by the other Party.

**N. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Participating Addendum. Contractor shall honor any tax exemption that any Purchasing Entity has, and shall not charge any Purchasing Entity any excise, sales, or use taxes from which that Purchasing Entity is exempt.

**O. Third Party Beneficiaries**

Except for a Purchasing Entity and/or the Parties' respective successors and assigns described in §20.A, this Participating Addendum does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Participating Addendum and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Participating Addendum are incidental to this Participating Addendum, and do not create any rights for such third parties.

**P. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Participating Addendum, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Q. CORA Disclosure**

To the extent not prohibited by federal law, this Participating Addendum and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**R. Standard and Manner of Performance**

Contractor shall perform its obligations under this Participating Addendum in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

**S. Licenses, Permits, and Other Authorizations.**

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Participating Addendum, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Participating Addendum, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Participating Addendum.

**T. Accessibility**

- A. Contractor shall comply with and the Work Product provided under this Participating Addendum shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- B. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

## U. Indemnification

### i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Participating Addendum. Contractor will not be liable for any negligent or willful act on behalf of the State, its employees, agents, or assignees or the negligent or willful acts of any party other than Contractor's employees, agents, Subcontractors, or assignees.

### ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §10 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including reasonable attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §10.

### iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables 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 **(d)** is reasonably expected to be used in combination with the IP Deliverables.

**iv. Accessibility Indemnification**

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

**21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes, income taxes and local head taxes incurred pursuant to this Contract. Contractor shall **(i)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(ii)** provide proof thereof when requested by the State, and **(iii)** be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

**[Not applicable to intergovernmental agreements]** Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments,

and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

## **EXHIBIT B - STATEMENT OF WORK**

### **1. GOODS AND/OR SERVICES**

Contractor shall provide Goods and Services per **Exhibit A, Statement of Work**, of the **Master Agreement**, contract #**187800**, or as otherwise indicated in **§3**, State Modifications to Master Agreement and Applicability, of the Participating Addendum.

### **2. OTHER PROJECT REQUIREMENTS**

#### **A. Delivery of Goods and Performance of Services**

- i.** Contractor shall provide all Goods and perform all Services described in each Order.
- ii.** Unless specifically agreed to otherwise in an Order, Contractor shall deliver all Goods under an Order in good, working and undamaged condition. All Goods shall be free on board ("F.O.B.") destination to the location specified in the Order.
- iii.** If a good in an Order is out of stock, Contractor may only provide a substitute good if it has notified the Purchasing Entity for that Order, in writing, that the good is out of stock and has received the Purchasing Entity's approval to provide the substitute good. Purchasing Entities may request additional information comparing the substitute good with the original good in the Purchasing Entity's sole discretion.

#### **B. Additional Terms**

Any additional terms and conditions on any invoice, statement, Contractor time sheet, website, electronic license or use agreement or any other form, including, without limitation, terms regarding indemnification, limitation of liability, cancellation fees, choice of law and binding arbitration shall be void and unenforceable except to the extent that they are specifically included in this Participating Addendum or an Order. The signature of any employee of a Purchasing Entity on any such form shall be effective to establish receipt of Goods or completion of Services and shall not make any term of that form enforceable.

## EXHIBIT C - PRICE LISTS

### 1. Contractor has been awarded the following categories:

- Group A – A3 MFD
- Group B – A4 MFD
- Group C - Production Equipment
- Group D - Single-function Printers
- Group E - Large/Wide Format Equipment
- Group F - Scanners
- Group G - Software
- Group H - Supplies
- Group I – Managed Print Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Sub-Group G1 – Software Related Services

### 2. The price lists are located on the NASPO ValuePoint website, and are incorporated into this Participating Addendum by reference. Changes in product and pricing must be approved by the Lead State and shall be effective when published to the NASPO ValuePoint website at <https://naspovaluepoint.org/portfolio/multi-function-devices-and-related-software-services-and-cloud-solutions/>

### 3. Pricing

#### A. Price Lists

The State may also publish any pricing information under this Participating Addendum, including, without limitation the pricing information shown in this **Exhibit C**, on the State's website and any other website as the State determines is necessary or efficient to facilitate the use of this Participating Addendum by Purchasing Entities.

#### B. Price Decreases and Ceiling Prices

The prices listed in this **Exhibit C** are Ceiling Prices, and Contractor may offer lower prices to Purchasing Entities, and Purchasing Entities may negotiate lower prices with Contractor, without the review or approval of the State. Contractor shall not allow a Subcontractor to charge an amount greater than the Ceiling Price for any Order.

#### B. Environmentally Preferable Purchasing

- i. Contractor shall provide training regarding the environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, that are purchased or made available under this Participating Addendum. This training shall be provided at no additional cost, unless otherwise agreed upon by the Parties, and shall be presented at a time and in a manner as agreed upon by the Parties.

- ii.** The State reserves the right to request additional provisions and requirements to ensure this Participating Addendum is in compliance with all State regulations and policies, including all sustainable purchasing and environmentally preferable purchasing policies or executive orders.

## **EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT (AS APPLICABLE WITH PURCHASING ENTITY)**

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

### **1. Purpose**

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

### **2. Definitions**

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

### **3. Obligations and Activities of Business Associate**

#### **a. Permitted Uses and Disclosures**

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
  - iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
    - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
    - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
  - iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary.** Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures**
- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
  - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors**
- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
  - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
  - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System.** If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.



- f. Access to PHI.** Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

**g. Amendment of PHI**

- i.** Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
- ii.** Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

- h. Accounting Rights.** Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

**i. Restrictions and Confidential Communications**

- i.** Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
  - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
  - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
- ii.** Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
- iii.** Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

- j. Governmental Access to Records.** Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

**k. Audit, Inspection and Enforcement**

- i.** Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii.** Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct

would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

**l. Appropriate Safeguards**

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

**m. Safeguard During Transmission**

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

**n. Reporting of Improper Use or Disclosure and Notification of Breach**

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

**o. Business Associate's Insurance and Notification Costs**

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
    - A. loss of PHI data;
    - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
    - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
  - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
  - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
  - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- p. Subcontractors and Breaches**
- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
  - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership**
- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
  - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
- r. Retention of PHI.** Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 2.h above, for a period of six years.

#### **4. Obligations of Covered Entity**

**a. Safeguards During Transmission.** Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

**b. Notice of Changes**

- i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
- ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

**5. Termination**

**a. Breach**

- i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
- ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

**b. Effect of Termination**

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

**6. Injunctive Relief**

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to

prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## **7. Limitation of Liability**

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## **8. Disclaimer**

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## **9. Certification**

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## **10. Amendment**

- a.** Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
  - i.** In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
  - ii.** Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
  - iii.** Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
  - iv.** Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
    - A.** Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
    - B.** Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

- b.** Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

#### **11. Assistance in Litigation or Administrative Proceedings**

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

#### **12. Interpretation and Order of Precedence**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

#### **13. Survival**

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

## APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

### 1. Purpose

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

### 2. Additional Terms

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
  - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
  - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
  - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
  - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
  - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
  - i. Reserved.



## EXHIBIT E - INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the “Exhibit”) is an essential part of the agreement between the State and Contractor as described in the Contract to which this Exhibit is attached and shall apply to the specific Services provided under this Participating Addendum. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to “Contract” shall include this Exhibit.

### 1. PROTECTION OF SYSTEM DATA

- A. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor’s performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- B. The terms of this Exhibit shall apply to the extent that Contractor’s obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
  - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
  - ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and
  - iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- C. Contractor shall, and shall cause its Subcontractors to meet all of the following:
  - i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
  - ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
  - iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
  - iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
  - v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State’s Office of Information Security (“OIS”).
  - vi. Comply with all rules, policies, procedures, and standards issued by the Governor’s Office of Information Technology (“OIT”), including change



management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>

- D. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.
  - i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
  - ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

## 2. DATA HANDLING

- A. If Contractor's services include Data Handling, Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- B. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- C. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.
  - i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.
  - ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the

State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.

- D.** If Contractor's Services include data processing, the State retains the right to use the established operational services to access and retrieve relevant State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its relevant data processing information for an audit of the measures referred to in this Exhibit in accordance with the terms of this Participating Addendum.

### **3. DELIVERY AND ACCEPTANCE**

- A.** Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.
- B.** Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.
- C.** Unless any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State pursuant to the State's Participating Addendum. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

### **4. WARRANTY**

- A.** Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable. In the event that the Software contains disabling code, Contractor will notify the Purchasing Entity by screen message at least 60 days prior to the activation of such disabling

code. In the event that, in response to this notification, Purchasing Entity notifies Contractor in writing that it disputes Contractor's right hereunder to disable the Equipment with respect to any Software, Contractor will, if provided timely access to the Software, deactivate the disabling code until such dispute has been resolved to Purchasing Entity's reasonable satisfaction.

- B.** Upon notice during the warranty term of any defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:
- i.** Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or
  - ii.** In the event Contractor cannot re-perform, repair, or replace such Work or Deliverable as stated in subsection 4.B.i, Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.
- C.** Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

## **5. COMPLIANCE**

- A.** In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:
- i.** All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
  - ii.** All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
    - a.** Health Information Portability and Accountability Act (HIPAA).
    - b.** IRS Publication 1075.
    - c.** Payment Card Industry Data Security Standard (PCI-DSS).
    - d.** FBI Criminal Justice Information Service Security Addendum.
    - e.** CMS Minimum Acceptable Risk Standards for Exchanges.
    - f.** Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration.

- B.** Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.
- C.** Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. If applicable, such access and information shall include:

  - i.** An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
  - ii.** The performance of security audit and penetration tests, as requested by OIS.
- D.** To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

## **6. TRANSITION OF SERVICES**

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

## **7. LICENSE OR USE AUDIT RIGHTS**

- A.** To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.
- B.** Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.
- C.** If upon receipt of the State's Audit Certification, the Parties reasonably determine that: **(i)** the State's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract ("Overuse")

and **(ii)** the State would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

**EXHIBIT F - PII CERTIFICATION (AS APPLICABLE WITH PURCHASING  
ENTITY)**

**STATE OF COLORADO  
THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII  
THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT F - PII CERTIFICATION (AS APPLICABLE WITH PURCHASING ENTITY)****STATE OF COLORADO  
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO  
PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT G - SAFEGUARDING REQUIREMENTS FOR FEDERAL TAX INFORMATION (AS APPLICABLE WITH PURCHASING ENTITY)**

If, and only to the extent, that Contractor accesses, receives, or processes Federal Tax Information on behalf of State, this Addendum shall apply. This Addendum regarding Safeguarding Requirements for Federal Tax Information (“Addendum”)<sup>1</sup> is an essential part of the agreement between the State and Contractor as described in the Contract to which this Addendum is attached. Unless the context clearly requires a distinction between the Contract and this Addendum, all references to “Contract” shall include this Addendum.

### **1. PERFORMANCE**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by Contractor’s employees with the following requirements:

- A. All work will be done under the supervision of the Contractor or the Contractor’s employees.
- B. The Contractor and the Contractor’s employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075 and Colorado Revised Statutes 24-50-1002.
- C. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- D. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- E. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of Contractor’s computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any FTI remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- F. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the State or the State’s designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or the State’s designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- G. All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features

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<sup>1</sup> The language of this Addendum is derived from IRS Publication 1075, *Tax Information Security Guidelines For Federal, State and Local Agencies*, Exhibit 7 – Safeguarding Contract Language, “Contract Language for Technology Services.” This Addendum is not exhaustive of all requirements contained in Publication 1075. By agreeing to this Addendum, Contractor agrees to comply with all applicable requirements in Publication 1075 or described on the website of the IRS Safeguards Program, located at [www.irs.gov/privacy-disclosure/safeguards-program](http://www.irs.gov/privacy-disclosure/safeguards-program).

of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

- H. No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the State, by and through the contracting agency and the Office of Information Technology, and the IRS.<sup>2</sup>
- I. The Contractor will maintain a list of employees' authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
- J. The Contractor will not use live FTI in a test environment or utilize a cloud computing model that receives processes, stores, or transmits FTI without express written authorization from the State.<sup>3</sup>
- K. The Contractor will maintain the confidentiality of all taxpayer information provided by the State or learned in the course of Contractor's duties under this Contract in accordance with safeguards set forth under Colorado Revised Statutes § 39-21-113(4), as amended.
- L. The Contractor agrees to comply with the following additional requirements in performance of this Contract:

None

- M. The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

## 2. CRIMINAL/CIVIL SANCTIONS

- A. Each officer or employee of any person<sup>4</sup> to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- B. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any

<sup>2</sup> see IRS Publication 1075, Exhibit 6 – Contractor 45-Day Notification Procedures.

<sup>3</sup> see IRS Publication 1075, Section 9 and <https://www.irs.gov/privacy-disclosure/use-of-live-fti-in-system-testing> .

<sup>4</sup> The term "person" is used in this Section 2 as it is used in Title 26 of the United States Code and related regulations. The term "person" means a person or entity, including "an individual, a trust, estate, partnership, association, company or corporation." 26 U.S.C. § 7701(a)(1).

such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- C. Additionally, Contractor shall inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractor by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- D. Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding FTI. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches.<sup>5</sup> For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### 3. INSPECTION

The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process, or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

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<sup>5</sup> see IRS Publication 1075, Section 10 or [www.irs.gov/privacy-disclosure/reporting-improper-inspections-or-disclosures](http://www.irs.gov/privacy-disclosure/reporting-improper-inspections-or-disclosures).

**EXHIBIT H – SAMPLE D&A CERTIFICATE**

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

**To:** Insert Name of Contractor or Authorized Dealer

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

**Insert name of Purchasing Entity**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT 1 – XEROX GENERAL TERMS

The following terms and conditions apply to all Xerox transactions.

### GENERAL TERMS & CONDITIONS:

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

In the case of those Group C products that have an implementation period for unique applications the team will work with the customer to agree upon a Customer Expectations Document (“CED”) that will lay out the performance expectations. As long as the equipment is continuously maintained on a Xerox Full Service Maintenance Agreement during its term or for 36 months from purchase, if the Equipment is not performing substantially consistent with the performance expectations outlined in the Master Agreement, or in the Customer Expectations Document (“CED”) or such other documentation provided with the Equipment if a CED does not accompany the Equipment (the “Documentation”), Xerox will, after attempting to repair the device per the Maintenance Services provision hereto and upon the Purchasing Entity’s request, replace such Equipment

without charge with an identical device, or with a device of equal or greater value that has comparable features and capabilities.

5. **NON-APPROPRIATION OF FUNDS.** The continuation of any lease, rental purchase or maintenance agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State, Purchasing Entity local source, State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Xerox waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
6. **RESERVED.**
7. **ASSIGNMENT.** Xerox reserves the right to assign this Agreement to a parent, subsidiary, or third party, upon written notification to the Purchasing Entity, for the purpose of securitizing or monetization the transaction. Xerox will remain 100% responsible for all aspects of the contract after assignment.
8. **TAXES.** The Purchasing Entity will be responsible for all applicable taxes, fees or charges of any kind assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income.
9. **CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.
10. **WARRANTY DISCLAIMER.** TO THE FULLEST EXTENT PERMISSIBLE BY LAW, XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY.
11. **REMOTE SERVICES.** REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Data Transmission"). Remote Transmission also enables Xerox to transmit to you Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment, and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by you upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to the parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox may calculate an estimated meter reading based on the average reading of the prior three (3) months of actual usage. At no time will the estimated meter read exceed any prior month's actual usage. Appropriate adjustments will be made by Xerox in a subsequent billing cycle following your submission of actual and accurate meter readings.



## SOFTWARE

- 12. SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment and/or Third Party Hardware ("Base Software") only with the Xerox-brand Equipment and/or Third Party Hardware with which it was delivered; and (b) Software and/or Third Party Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation) and may only be used on any single unit of Equipment or Third Party Hardware, as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". The Purchasing Entity has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment and/or Third Party Hardware in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (a) Xerox is denied access to periodically reset such code; (b) you are notified of a default under this Agreement; or (c) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment and/or Third Party Hardware; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment and/or Third Party Hardware, as applicable. Neither Xerox nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
- 13. SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). As used in this Agreement, "Base Software" means software and accompanying documentation provided with Xerox-brand Equipment and/or Third Party Hardware. For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period, but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Base Software for Third Party Hardware, Software Support will be provided during the initial Term and any renewal period but in no event longer than the Third Party Hardware vendor provides similar support for it. For Software and/or Third Party Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Licensed Software Support if you have modified the Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then Master Agreement pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Licensed Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Purchasing Entity may elect to receive an implementation of a Release if such implementation may require Purchasing Entity to procure, at Purchasing Entity's expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return



or destroy all prior Releases. For Third Party Software identified as 'No Svc.', and owned by you, you may enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Such Third Party service agreements will have no effect on Xerox's maintenance and warranty obligations under the Master Agreement or the Participating Addendum.

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

## ATTACHMENT 2 – XEROX LEASE AGREEMENT TERMS AND CONDITIONS

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

### 1. 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.

**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 or reprocessed, 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 at no charge, and at Purchasing Entity's request, with an identical device, or with a device of equal or greater value. Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the 5 year 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 calculate an estimated meter reading based on the average reading of the prior three (3) months of actual usage. At no time will the estimated meter read exceed any prior month's actual usage. Appropriate adjustments will be made by Xerox in a subsequent billing cycle following your submission of actual and accurate meter readings.. For Third Party Hardware identified as "No Svc.", and owned by you, 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. Such Third Party service agreements will have no effect on Xerox's maintenance and warranty obligations under the Master Agreement or the Participating Addendum.

#### **TERMINATION PRICING PLAN/OFFERING SELECTED:**

- 4. 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.
- 5. PAYMENT.** Payment must be received by Xerox within 45 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.
- 6. 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.
- 7. PRICE INCREASES.** Once a Purchasing Entity enters into a lease agreement, the rate must remain fixed throughout the Initial Lease Term.
- 8. 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.
- 9. 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.
- 10. DEFAULT & REMEDIES.**
  - a) Default.** The Purchasing Entity will be in default under this Agreement if (1) Xerox does not receive

any payment after the date it is due (45 days after date of invoice), or (2) you breach any other obligation under this Agreement, inclusive of the Master Agreement, the Participating Addendum, and all attachments and exhibits thereto. 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 Master Agreement.

- 11. TRADE-IN EQUIPMENT.** The Purchasing Entity warrants that it has the right to transfer title to the Equipment you are trading in, if applicable, as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order, ordinary wear and tear excepted. 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 shall be responsible for any third-party outstanding charges for the Trade-In Equipment (up to and including payment of the final principal payment amount) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

**GENERAL TERMS & CONDITIONS:**

- 12. 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. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.
- 13. WARRANTY DISCLAIMER.** TO THE FULLEST EXTENT PERMISSIBLE BY LAW, 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 ("UCC") and, except to the extent expressly provided herein, and to the extent permitted by applicable law, each of Xerox and Customer waive all rights and remedies conferred upon a lessee by Article 2A.
- 14. TITLE & RISK OF LOSS AND INSURANCE.** Unless you exercise your Purchase Option: (a) title to Equipment and Third Party Hardware will remain with Xerox; (b) Equipment and Third Party Hardware will remain personal property; (c) you will not attach the Equipment or Third Party Hardware as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware, or file or permit to be filed any lien against the Equipment or Third Party Hardware; and, (e) you will not make any permanent alterations to the Equipment or Third Party Hardware. For Equipment installed by Lessor, Risk of Loss will pass to you upon acceptance and for Equipment designated as "Customer Installable" or "drop shipped", the Equipment delivery date. You are required to insure the Equipment while installed.

## ATTACHMENT 3 – XEROX RENTAL AGREEMENT TERMS AND CONDITIONS

### SOLUTIONS/SERVICES:

1. **PRODUCTS.** "Products" means the Xerox-brand equipment ("Equipment") and Xerox-brand ("Software") and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or any third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. Products and Third Party Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
2. **MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new or reprocessed and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services on the Equipment, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment at no cost, and at Purchasing Entity's request with an identical device, or with a device of equal or greater value that has comparable features and capabilities. Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the 5 year 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 calculate an estimated meter reading based on the average reading of the prior three (3) months of actual usage. At no time will the estimated meter read exceed any prior month's actual usage. Appropriate adjustments will be made by Xerox in a subsequent billing cycle following your submission of actual and accurate meter readings. For Third Party Hardware identified as "No Svc.", and owned by you, 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. Such Third party service agreement will have no effect on Xerox's maintenance and warranty obligations under the Master Agreement or Participating Addendum.

**PRICING PLAN/OFFERING SELECTED:**

3. **TERM.** This Agreement is valid when accepted by Xerox. The initial Term for each Product and/or Third Party Product will commence upon: (i) the delivery of customer-installable Product and/or Third Party Product; or (ii) the acceptance of Xerox-installable Product and/or Third Party Product ("Commencement Date") and will continue for the number of full calendar months shown as "Rental Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30-day month. During a renewal term, either party may terminate the Equipment and/or Third Party Hardware upon at least 30 days' notice. Upon termination, you will make the terminated Products and/or Third Party Products available for removal by Xerox. At the time of removal, the Equipment and/or Third Party Hardware will be in the same condition as when delivered (reasonable wear and tear excepted).
4. **PAYMENT.** Payment must be received by Xerox within 45 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
5. **DELIVERY, REMOVAL & RELOCATION.** With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; for any Equipment relocation and all charges for delivery, removal and relocation of Third Party Hardware, Relocation of Xerox-owned Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
6. **TERMINATION.** You may terminate this Agreement at any time upon 30 days' notice and payment of (1) all amounts then due, including any past due amounts at the rate of 1% per month, and (2) all remaining Minimum Payments, not to exceed three such payments. You will make the Products and/or Third Party Hardware available for removal when requested to do so by Xerox, and the Products and/or Third Party Hardware must be returned in the same condition as when delivered, reasonable wear and tear excepted.
7. **DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 45 days of the invoice date or (2) you breach any other obligation in this Agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment and Third Party Hardware and require immediate payment of all amounts as described under the Master Agreement. You will make the Equipment and Third Party Hardware available for removal when requested to do so by Xerox or the third party vendor, and the Equipment and Third Party Hardware must be returned in the same condition as when delivered (reasonable wear and tear excepted), together with any related software.

**ADDITIONAL TERMS:**

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



## ATTACHMENT 4 – XEROX PURCHASE AND MAINTENANCE AGREEMENT TERMS AND CONDITIONS

### SOLUTION/SERVICES:

1. **PRODUCTS.** "Products" means the Xerox-brand equipment ("Equipment"), Xerox-brand software ("Software") and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in the "Third Party Products/Services" table in this Agreement. Products and Third Party Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
2. **MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new or reprocessed and all non-functioning/broken 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 without charge, upon Purchasing Entity's request, with an identical device, or with a device of equal or greater value that has comparable features and capabilities. Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the 5 year 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 calculate an estimated meter reading based on the average reading of the prior three (3) months of actual usage. At no time will the estimated meter read exceed any prior month's actual usage. Appropriate adjustments will be made by Xerox in a subsequent billing cycle following your submission of actual and accurate meter readings. For Third Party Hardware identified as "No Svc." and owned by you, you may enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Such third party service agreement will have no effect on Xerox's maintenance and warranty obligations under the Master Agreement or Participating Addendum.



**PRICING PLAN/OFFERING SELECTED:**

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

## ATTACHMENT 5 – XEROX INSTALLMENT SALE AGREEMENT TERMS AND CONDITIONS

### SOLUTIONS/SERVICES:

- 1. PRODUCTS.** "Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
- 2. MAINTENANCE SERVICES.** This Section applies only if Customer has contracted with Xerox for the provision of Maintenance Services. Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new or reprocessed and all non-functioning/broken 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 without charge, upon Purchasing Entity's request, with an identical device, or with a device of equal or greater value, that has comparable features and capabilities. 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 5 year 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 calculate an estimated meter reading based on the average reading of the prior three (3) months of actual usage. At no time will the estimated meter read exceed any prior month's actual usage. Appropriate adjustments will be made by Xerox in a subsequent billing cycle following your submission of actual and accurate meter readings. For Third Party Hardware identified as "No Svc." and owned by you, you may enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Such third party service agreement will have no effect on Xerox's maintenance

and warranty obligations under the Master Agreement or Participating Addendum.

**PRICING PLAN/OFFERING SELECTED:**

- 3. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. Time periods applicable for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) acceptance of Xerox-installable Equipment. If Xerox is providing Maintenance Services for the Equipment, the initial Term for Maintenance Services will expire on the final day of the last full calendar month identified on the face of this Agreement.
- 4. PAYMENT.** If the invoice displays a due date, payment must be received by Xerox on or before the due date. Payment must be received by Xerox within 45 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
- 5. PREPAYMENT.** You may prepay the remaining principal balance on the installment purchase of Equipment, thereby eliminating future finance charges.
- 6. DELIVERY, REMOVAL & RELOCATION.**  
With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and, for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; (b) any Equipment relocation; and (c) all charges for delivery, removal and relocation of Third Party Hardware. Relocation of Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
- 7. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 45 days of the invoice date, or (2) you breach any other obligation in this Agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), require immediate payment of all amounts due and payment of early termination fees as described in the Master Agreement.

**ADDITIONAL TERMS:**

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

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

## ATTACHMENT 6 – XEROX MAINTENANCE AGREEMENT TERMS AND CONDITIONS

### SOLUTION/SERVICES:

- 1. PRODUCTS.** Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
- 2. MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new or reprocessed and all non-functioning/broken 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, at no cost, and upon Purchasing Entity request, with an identical device, or with a device of equal or greater value that has comparable features and capabilities. Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the 5 year 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 calculate an estimated meter reading based on the average reading of the prior three (3) months of actual usage. At no time will the estimated meter read exceed any prior month's actual usage. Appropriate adjustments will be made by Xerox in a subsequent billing cycle following your submission of actual and accurate meter readings. For Third Party Hardware identified as "No Svc." and owned by you, you may enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Such Third Party service agreements will have no effect on Xerox's maintenance and warranty obligations under the Master Agreement or the Participating Addendum.

**PRICING PLAN/OFFERING SELECTED:**

- 3. COMMENCEMENT & TERM.** This Agreement will commence upon acceptance by Xerox and expire on the final day of the last full calendar month identified on the face of this Agreement. If maintenance services or software support for any Third Party Product is being provided by a third party service provider, the term for maintenance services or software support will expire as agreed upon in the third party service provider's maintenance and/or support agreement.
- 4. PAYMENT.** Payment must be received by Xerox within 45 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, credit card, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
- 5. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 45 days after the invoice due date, or (2) you breach any other obligation in this agreement with Xerox. If you default, the default and remedies terms of the Master Agreement will apply.

# ATTACHMENT 7 – XEROX SERVICES MASTER AGREEMENT TERMS AND CONDITIONS

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

## AGREEMENT STRUCTURE

(a) Products and Services acquired hereunder are acquired under the auspices of the NASPO ValuePoint Master Agreement (“Master Agreement”) #187800 between the State of Colorado (State) and Xerox Corporation. Therefore, the terms and conditions of the Master Agreement, inclusive of the Colorado Participating Addendum and any exhibits or applicable attachments thereto, are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the Master Agreement and this Agreement will be resolved in favor of the Master Agreement.

(B) 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. 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.

- I. **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. **Equipment** means Xerox-brand equipment.
- t. **Equipment Payment** means the equipment only portion of the payment, less the Service and Supply Base Charge.
- 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 Agreement** means an agreement whereby Xerox provides monthly maintenance services which may include parts, supplies and preventative maintenance on purchased, leased, or rented Equipment, as applicable.
- cc. **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."
- dd. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.



- ee. **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.
- ff. **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.
- gg. **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.
- hh. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- ii. **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.
- jj. **Products** means Xerox Products and/or Third Party Products supplied by Xerox and provided to Customer pursuant to an Order.
- kk. **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.
- ll. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- mm. **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.
- nn. **Service and Supply Base Charge** means the minimum charge for a service and supply maintenance agreement, less any overage fees.
- oo. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- pp. **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.
- qq. **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.
- rr. **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.
- ss. **Software** means Services Software, Base Software and Application Software.

- tt. 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.
- uu. 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.
- vv. 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.
- ww. 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.
- xx. Third Party Hardware** means non-Xerox brand equipment.
- yy. Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- zz. Third Party Software** means non-Xerox brand software.
- aaa. 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.
- bbb. Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.
- ccc. 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 Xerox and Customer. 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 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, if applicable. Xerox's overtime rates, per the 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 45 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 45 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 45 days after the invoice date, or if Customer breaches any other obligation under this Agreement. If Customer defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/ or Consumable Supplies), may require immediate payment of (1) all amounts then due, including any interest on past due amounts (which is accrued at a rate of 1% per month on the outstanding balance) , and (2) any early termination charge set forth in the Master Agreement.

## 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 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, its Affiliates, and agents of both 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, its Affiliates, and agents of both 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, its Affiliates, and agents of both 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) are 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, which is based on a prorated amount of the months the product was in use). 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; 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 any applicable Order constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason other than Non-Appropriation of Funds, or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds.

## 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. 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.
- 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 void. 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, its Affiliates, and agents of both 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 the Master Agreement.
- f. **Order of Precedence; Entire Agreement.** This Agreement is part of the Master Agreement including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, and constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that in the event of any conflict between terms and conditions of this Agreement, and the terms and conditions of the Master Agreement, the Master Agreement shall prevail.

## 2.16. eCommerce Portal

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

(a) If Customer accepts such terms and conditions, Xerox will accept and process such order submitted through the eCommerce Portal as an Order (an "eCommerce Order") without any requirement for Customer to execute and deliver an SSO or any other Order form.

(b) If Customer declines such terms and conditions, then (i) Xerox will not accept the submission as an Order and (ii) Customer will need to execute and deliver to Xerox, an SSO presented by Xerox that identifies such Equipment or supplies, the term thereof, the pricing associated therewith and any applicable additional terms and conditions related thereto.

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

## SERVICES MODULE

### 3. TERMS AND CONDITIONS SPECIFIC TO SERVICES

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

#### 3.1. Scope of Services

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

#### 3.2. Charges for Services

Charges for Services are set forth in the applicable Order. Charges are based upon Master Agreement pricing information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then, upon mutual written agreement with the Customer, the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay, providing such charges are listed in the Master Agreement. If Xerox provides Services partial services, 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 use approved, authorized dealers, to perform any portion of the Services. Xerox shall remain responsible for any Services performed by their authorized dealers or Affiliates 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 for any reason other than Non-



appropriation of funds or default by Xerox, Customer shall pay all amounts due as of the termination date, together with the early termination charges as outlined in the 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.

#### **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 of Xerox; (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 their Affiliate) 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 Customer has purchased the Equipment up-front) ):

- 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 any past due amounts with interest at the rate of 1% per month 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 their Affiliate 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 or reconditioned.
- b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only Xerox Cartridges purchased directly from Xerox or its Affiliates or authorized dealers or 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 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 calculate an estimated meter reading based on the average reading of the prior three (3) months of actual usage. At no time will the estimated meter read exceed any prior month's actual usage. Appropriate adjustments will be made by Xerox in a subsequent billing cycle following your submission of actual and accurate meter readings.

## **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 without charge, upon Purchasing Entity's request, with an identical device, or with a device of equal or greater value, that has comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, 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 5 year period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days' written notice to the other party.

## **6.6. End of Service**

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

## **SOFTWARE LICENSE MODULE**

### **7. TERMS AND CONDITIONS SPECIFIC TO SOFTWARE**

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

#### **7.1.**

##### **Third Party Software**

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

# ATTACHMENT 8 – XEROX MPS STATEMENT OF WORK TEMPLATE

## 1 Description of Services

### 1.1 Executive Summary

This Statement of Work (“SOW”) is made by and between Xerox Corporation (“Xerox”), located at [insert Address], and [Customer name] (“Customer” or “Purchasing Entity”), located at [insert Address], which shall collectively be known as the “Parties”, pursuant to the terms and conditions of the NASPO ValuePoint Participating Addendum [PA Addendum #] and the NASPO Value Point Master Agreement #187800 (“Agreement”) between the Parties for the purpose of providing Managed Print Services.

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

This SOW outlines the roles and responsibilities of the Parties and the Services to be provided by Xerox in the Output Environment at the Sites. Xerox shall design, create, install, and operate the Services solution in three (3) phases:

Transition, Transformation, and Service Operations as further described herein. For the avoidance of doubt, if a Services is not called out in this SOW, it is considered out of scope to the SOW.

### 1.2 Key Dates

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

### 1.3 In-Scope Devices

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

## 2 Definitions

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

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

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

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

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

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

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

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

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

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

**Customer Caused Failure** – A Device and/or Service interruption that is caused by Customer, including, but not limited to: (i) moving a Device, (ii) Customer Software or other print and network infrastructure issues, including any printing

issues related to applications not certified by Customer on Equipment, (iii) failure to install adequate virus protection, (iv) use or modification of a Device inconsistent with the original equipment manufacturer (OEM) documentation for such Device, (v) use of items not manufactured, sold or recommended by the OEM, (vi) unauthorized use of a Device (vii) misuse of Devices by Customer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Third Party Hardware** – Non-Xerox brand devices.

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



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

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

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

### 3 Transition

#### 3.1 Transition Delay

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

#### 3.2 Customer Transition Responsibilities

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

#### 3.3 Project Management

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

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

ID	Activity	Accountable
1.	The Parties shall each provision a Project Manager to deliver the Services	Xerox and Customer
2.	Provision of other resources to work with Xerox to ensure that the Services and processes shall be enabled during Transition and Transformation	Customer
3.	Develop Project Plan	Xerox and Customer
4.	Provide final Project Plan to Customer. This plan will detail the timeline, obligations of the Parties and activities for the intended roll out of Transformation for all Sites	Xerox
5.	Execute the Project Plan activities as defined	Xerox and Customer
6.	Conduct Transition and Transformation project review meetings Such meetings shall include: - Status on roll-out plan - Status on action and issues logged - Decisions that need to be made - Risks assessed - Communication plan and any other relevant subjects	Xerox and Customer
7.	Attend Transition and Transformation project review meetings	Xerox and Customer
8.	Provide escalation protocol detailing contact names and escalation flow	Xerox and Customer
9.	Construction and provision of End User communication. Xerox will advise Customer on best practices	Customer

#### 3.4 Xerox Service Desk Workflow Implementation

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

ID	Activity	Accountable
1.	Document Xerox Service Desk process flows to be used	Xerox



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

### 3.5 Equipment Certification

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

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

### 3.6 Xerox Tools

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

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

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

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

ID	Activity	Accountable
7.	Facilitate review and agreement on the settings for the On-Site Xerox Tools including but not limited to polling intervals and alerts	Xerox
8.	Perform application data backup test	Customer
9.	Support application data backup test	Xerox

### 3.6.2 Xerox Tools Connectivity

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

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

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

### 3.6.3 Xerox Tools Update(s)

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

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

### 3.6.4 Backup and Support for Xerox Tools Servers

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

ID	Activity	Accountable
5.	Provide appropriate and sufficient virus protection for the servers hosting Xerox Tools or Xerox Tools data on the Customer network	Customer

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

### 3.7 Final Service Operations Preparation Activities

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

### 3.8 Cultural Change Management

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

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

## 4 Transformation

### 4.1 Transformation Delay

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

### 4.2 Transformation Preparation

ID	Activity	Accountable
1.	Customer to provide print policy, which is the statement of Customer's requirements for basic default print parameters such as: black and white only, double sided by default	Customer

2.	Propose process to manage requests for ‘interim Equipment’ i.e. replacement Equipment requested by the Customer prior to any Transformation activity occurring at the requested Site. Interim Equipment may be implemented prior to the completion of Transformation at the requested Site to replace an existing device; the interim Equipment will not however be replaced as part of the Site Plan implementation. Interim Equipment will not be subject to SLA measurement and may require reactive Service Incidents	Xerox
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### 4.3 Assessment

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

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

#### 4.3.1 Xerox Responsible Assessment Site(s)

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

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

#### 4.3.2 Customer Responsible Assessment Site(s)

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

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

#### 4.3.3 Xerox Tools Device Data Elements

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

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

#### 4.4 Transformation Design

##### 4.4.1 Site Plan Design

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

- Asset Disposition List

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

##### 4.4.2 Site Plan Review Process

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

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

#### 4.5 Transformation Scheduling

ID	Activity	Accountable
1.	The Parties shall coordinate the completion of the implementation on each Site by the respective Project Managers	Xerox and Customer
2.	The Parties shall complete the Project Plan for new Equipment delivery	Xerox and Customer

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

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

#### 4.6 Delivery, Installation, and Removal

All delivery, installation, and related removal activities work will be performed during Business Hours. Any Services to be performed outside Business Hours will require a request by the Customer with sufficient advance notice for Xerox to comply with the delivery and installation of any Equipment, and additional device delivery appointment charges may apply as per the Exhibit B Fee Schedule. If an item assigned to and confirmed by Customer as complete is determined to be incomplete at time of Equipment installation, a Site revisit charge, as provided under Exhibit B Fee Schedule shall apply. All fees shall adhere to the NASPO ValuePoint Master Agreement (“Master Agreement”) MPS Price List. Removal of devices, by Xerox, shall be scheduled to be completed in conjunction with Equipment delivery. Xerox shall remotely configure some or all Equipment using secure software applications/tools (including but not limited to: LogMeIn, VPN Connection, or WebEx) and Internet-based network connectivity to the Customer’s data network and Sites. Xerox shall utilize said applications/tools during a remote session or sessions. Customer acknowledges and agrees to support Xerox in providing the IT and Site or Customer facilities contact information to facilitate and enable Xerox to perform such remote installation and configuration of Equipment.

ID	Activity	Accountable
1.	Deliver new Equipment to the Customer designated receiving areas, in accordance with the agreed deployment schedule and Site Plan	Xerox
2.	Validation / confirmation of Equipment deliveries	Customer
3.	Provide skilled On-Site resource to validate appropriate space, network, electrical and phone requirements	Customer
4.	Assist and enable Xerox to deliver Equipment to the designated receiving areas	Customer
5.	Provide Xerox with all Site-specific delivery restrictions and instructions in advance of the Equipment delivery date, such that the Project Schedule for the Site(s) is not delayed or negatively impacted	Customer
6.	Move Equipment from designated receiving areas to specific install locations per agreed to Site Plan	[Xerox or Customer]
7.	Remove out of scope customer owned and/or leased devices from the Output Environment	[Xerox or Customer]



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

#### 4.7 End User Education

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

## 5 Service Operations

### 5.1 Governance and Performance

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

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

#### 5.1.1 Operational Reviews

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

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

#### 5.1.2 Quarterly Business Reviews

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

Topics discussed may include:

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

#### 5.1.3 Management Structure

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

### 5.2 Service Level Management

See the Agreement for Service Level Agreements (SLAs).

### 5.3 Reporting

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

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

### 5.3.1 Standard Reports

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

### 5.4 Xerox Service Desk Support

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

#### 5.4.1 Xerox Service Desk

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

#### 5.4.2 Standard Xerox Service Desk Service Elements

ID	Service Elements	Accountable
1.	<b>Standard Operating Hours:</b> Business Hours	Xerox
2.	<b>Language(s) Provided:</b> English. Other languages may be available at additional cost	Xerox
3.	<b>Reactive Services:</b> Xerox will provide the following means for Customer to initiate Service Incidents: <ul style="list-style-type: none"> <li>- Telephone call</li> <li>- Xerox Services Portal (XSP) or Fleet Management Portal (FMP)</li> <li>- Xerox Support Assistant (XSA)</li> </ul>	Xerox
4.	<b>Proactive Services:</b> Xerox will proactively monitor the Network-Attached Devices for Supply and Break Fix alerts remotely, using Xerox Tools, which will auto-generate Service Incidents	Xerox

#### 5.4.3 Proactive Service Incidents

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

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

ID	Activity	Accountable
1.	Xerox Service Desk shall attempt to resolve the Service Incident using remote diagnostic tools without Customer intervention	Xerox
2.	If resolved, the Xerox Service Desk shall close the Service Incident as resolved	Xerox
3.	If not resolved, Xerox shall contact a pre-designated Site Contact or End User to perform remote diagnostics, when appropriate, for selected issues and Devices	Xerox

ID	Activity	Accountable
4.	The designated Site Contact or End User shall assist Xerox with reasonable remote diagnostic procedures to provide proper diagnosis and timely resolution	Customer
5.	If Xerox is unable to resolve with remote diagnostics, then Xerox shall dispatch a technician	Xerox

#### 5.4.4 Reactive Service Incidents

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

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

#### 5.5 Break Fix Management

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

##### 5.5.1 Third Party Hardware (if applicable)

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

ID	Activity	Accountable
1.	Perform maintenance on supported, Devices, including warranty and non-warranty parts and labor	Xerox
2.	Determine when and if a Device is to be repaired, replaced, or eliminated and communicate such change to Customer	Xerox
3.	Provide Break Fix Service Incident dispatching Services when required	Xerox
4.	Perform parts procurement	Xerox
5.	Perform OEM-required maintenance on Devices, except for (i) older model OEM Devices with limited or no parts availability; (ii) Devices where it is no longer economically viable to repair such Device; or (iii) warranty services on Devices leased from third parties	Xerox

ID	Activity	Accountable
6.	<p>Responsible for the following:</p> <ul style="list-style-type: none"> <li>- provide a single point of contact (typically the Operations Executive with sign-off authority) to work with Xerox to authorize out of scope services</li> <li>- provide written Customer internal escalation procedures to be used by Xerox</li> <li>- provide reasonable accessibility to each Site</li> <li>- provide End User contact information and support for remote problem determination and resolution efforts</li> <li>- replacement of Device cartridge-based maintenance kits and components designated as End User replaceable by the OEM</li> <li>- clear any non-repetitive papers jams, and replenish paper</li> <li>- cleaning user interface surfaces</li> <li>- any printing issues and Faults not caused by a Hard Device Failure</li> </ul>	Customer

### 5.5.2 On-Site Maintenance Services

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

The On-Site Maintenance Services shall:

- Understand common fault codes and correct them
- Diagnose and correct common image quality problems
- Perform color balancing and color printer calibration, when required
- Promote Break Fix Service Incident avoidance, including use of web-based applications that provide self-help, troubleshooting guidelines, and other technical resources for problem resolution
- Clean Devices and distribute Customer-inventoried Supplies to the On-Site Maintenance Services supported Sites described below
- For every On-Site Maintenance Services supported Site, receive Supplies from Customer, and distribute Supplies to respective End Users. Receiver is responsible and shall be responsible for any post-delivery delays that may result in a Device running out of a given Supply
- For every On-Site Maintenance Services supported Site, properly dispose of used cartridges according to federal, state, and local regulations
- Be available to the Customer during Business Hours
- Support up to [enter #] Devices
- See Site Listing for Sites serviced under On-Site Maintenance Services

### 5.5.3 On-Site Technical Services

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

The On-Site Technical Services shall:

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

### 5.5.4 On-Site Activities and Storage Areas

Xerox and the Customer will mutually agree on the provision of locked storage areas, where required, to maintain an agreed to supply of backup Devices, and parts, needed to provide Services to End Users per the requirements of this SOW. Stored Devices are also tracked in the Xerox asset database. Devices removed from secure storage by Customer staff must be

coordinated with Xerox operations to assure proper asset tracking. Local Customer personnel access to secured storage must be limited. Xerox is not responsible for loss of items that are not solely controlled by Xerox. Customer will provide:

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

### 5.5.5 Environmental Health and Safety

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

### 5.6 Supplies Management

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

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

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

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

If Customer requires OEM Third Party Supplies other than OEM compatible, Customer shall be billed for such OEM Third Party Supplies.

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

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



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

The Xerox Supplies return process is fully described at:

[http://www.xerox.com/perl-bin/product.pl?mode=recycling&XOGLang=en\\_US&referer=rxr](http://www.xerox.com/perl-bin/product.pl?mode=recycling&XOGLang=en_US&referer=rxr)

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

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

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

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

Xerox reserves the right to inspect each Supplies storage location to validate security of the storage location.

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

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

### 5.7.1 Move

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

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

### 5.7.2 Add (Device)

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

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

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

### 5.7.3 Add (Proposed Site)

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

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

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

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

### 5.7.4 Change

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

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

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

### 5.7.5 Dispose

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

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

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

## 5.8 Equipment Security

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

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

### 5.8.1 Additional Security Requirements

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

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

### 5.8.2 Virus Protection

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

### 5.8.3 Data Security

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

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

### 5.8.3.1 Data Security - Hard Drive Removal

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

### 5.8.4 Equipment Base Software Updates

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

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

## 5.9 Accessing Xerox Service Features

### 5.9.1 Xerox Services Portal

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

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

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

#### 5.9.1.1 General Assumptions for the Xerox Services Portal:

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

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

#### 5.9.1.2 Advanced Features for the Xerox Service Portal:

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

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

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

### 5.9.2 Fleet Management Portal (FMP)

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

Xerox shall establish a web portal for Customer's FMP Authorized End Users to provide access to the following features:

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

#### 5.9.2.1 General Assumptions for Fleet Management Portal (FMP):

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

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

### 5.9.3 Xerox Support Assistant (XSA)

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

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

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

ID	Activity	Accountable
1.	Define the authorization level for creating Break Fix and Supplies Service Incidents and/or submitting Impression Volumes (meter reads): [All End Users <b>or</b> XSA Authorized End Users]  Note: "XSA Authorized End Users" are End Users with Equipment system admin rights	Customer
2.	Designate the serial numbers / portion of the Equipment fleet to implement Xerox Support Assistant	Customer

ID	Activity	Accountable
3.	Remotely configure the XSA <ul style="list-style-type: none"> <li>– SNMP String for each unit of Equipment</li> <li>– Configure “Create Service Incidents”</li> <li>– Configure “Create Supply Incidents”</li> <li>– Configure “Submit Impression Volumes” (meter reads)</li> </ul> Note: See Section 4.6 for remote access requirements.	Xerox
4.	Create and submit Break Fix and Supply Incidents as needed	Customer
5.	Submit Impression Volume (meter reads) when requested by Xerox	Customer
6.	Update and maintain XSA Authorized End Users during Service Operations	Xerox and Customer

### 5.10 Accessing Xerox Advanced Analytics

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

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

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

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

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

#### 5.10.1 Terms of Use

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

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

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

#### 5.10.2 General Assumptions for the Advanced Analytics:

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



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

### 5.10.3 System Requirements for the Advanced Analytics:

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

## 6 Site and Device Listing

### 6.1 Site Listing

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

**Table 6-1: Site Listing**

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

### 6.2 Devices

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

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

### 6.3 Equipment Deployment Schedule (Quantity)

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

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

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

**Table 6-3: Retained Equipment by Quantity**

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

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

6.4 In-Scope Third Party Hardware

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

Manufacturer	Model	Quantity

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

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

**EXHIBIT A: DEVICE DATA ELEMENTS****Table A-1: Xerox Tools Device Data Elements\***

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

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

**EXHIBIT B: FEE SCHEDULE****Table B-1 – Ad Hoc Fee**

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

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

**EXHIBIT C: RESOURCES****Table C-1: Customer Resources**

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

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



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

**Table C-2: Xerox Resources**

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

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

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

**THIS XEROX® PRINTER SECURITY AUDIT SERVICE SCHEDULE (“Schedule”)** is hereby attached to and made a part of the Statement of Work (“SOW”) that is governed by the terms and conditions of the NASPO ValuePoint Participating Addendum [PA Addendum #] and NASPO ValuePoint Master Agreement #187800 entered into by and between Xerox Corporation (“Xerox”), located at [insert Address], and [Customer name] (“Customer” or “Purchasing Entity”), collectively the “Parties”, to add the Schedule Services as further described herein.

The Parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. **Customer Acknowledgement:** Customer acknowledges and agrees that: Xerox shall have necessary and sufficient local and remote access to the network and server(s) where the Xerox Tools is installed for purposes of providing the Schedule Services under this Schedule. Necessary and sufficient access includes the following: Customer shall create and provide Xerox the necessary permissions and access to the Xerox Tools administration accounts, applications, infrastructure, directories, folders, and files required to properly administer and manage the Schedule Services. Customer shall, if required by Customer, provide Xerox with PC/laptop assets and any required remote access telecommunications and security mechanisms required to facilitate remote administration of the Schedule Services by Xerox. Customer further acknowledges and agrees that the Xerox Tools shall provide security compliance data to Xerox via email or other communication means; the Schedule Services and Xerox Tools are installed electronically unless otherwise stated in this Schedule.

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

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

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

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

**ATTACHMENT A**  
**SCHEDULE SERVICES DESCRIPTION**

**Table 1: XPSAS Service Description**

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

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

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

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

**Table 2: XPSAS– Key Settings Groups**

XPSAS – Key Settings Groups		Key Settings Availability											
Categories	Settings Group	P	r	o	a	P	r	o	a	P	r	o	a
	<b>Xerox Tested Base Software Version</b>	Inse	rt	rt	rt	Inse	rt	rt	rt	Inse	rt	rt	rt
Access and Control	Enable / Disable Password Reset												
	Set New Password												
	Enable 802.1x												
	Enable 802.1x Password												
	Configure Scan to USB												

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

### XPSAS Transition

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

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



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

### XPSAS Security Compliance Dashboard

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

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

#### Terms of Use:

The XPSAS Security Compliance Dashboard is enabled by the Xerox Tools. Access for authorized End Users is via username and password as defined in the Customer's Active Directory (AD). Customer shall create an Active Directory (AD) group which then will be enabled by Xerox to access the XPSAS Security Compliance Dashboard. Customer shall:

- (a) advise Xerox as soon as reasonably practicable of any known or reasonably suspected unauthorized use of any password or account on the XPSAS Security Compliance Dashboard or any other known or reasonably suspected breach of security;
- (b) use commercially reasonable efforts to ensure that Customer's use of the XPSAS Security Compliance Dashboard shall at all times comply with all applicable laws.

#### Service Operations

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

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

**ATTACHMENT B****XEROX XPSAS TECHNICAL PREREQUISITES**

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

**Customer's Security Requirements for In-Scope XPSAS Equipment**

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

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

**END OF XEROX® PRINTER SECURITY AUDIT SERVICE SCHEDULE**

**END OF STATEMENT OF WORK FOR XEROX® MANAGED PRINT SERVICES**

## ATTACHMENT 9 – XEROX PRINT SERVICES AGREEMENT

1. **XPS SERVICES.** Xerox will provide the services identified in the attached Xerox Print Services Description of Services ("DOS") or Statement of Work ("SOW"), as applicable, ("XPS Services") for the devices identified in Exhibit B ("Managed Devices") to this Xerox Print Services Agreement ("XPS Services Contract").
2. **DEFINED TERMS.**
  - a. "Equipment Agreement" means the agreement between Client and Xerox under which Xerox provides "Maintenance Services" or "Basic Services" (as those terms are defined in the applicable Equipment Agreement) for a Xerox Contracted Device.
  - b. "Managed Device(s)" means the devices identified in Exhibit B of the XPS Services Contract.
  - c. "Services Commencement Date" means the date that Xerox reasonably determines that Break Fix Services and Supplies, as applicable, are available for the Managed Devices.
  - d. "Supplies" means toner or ink provided by Xerox for certain of the Managed Devices, as identified in Exhibit A.
  - e. "Xerox Contracted Devices(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. Except in the case of Non-appropriation of funds, or uncured default by Xerox, 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).
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. RESERVED**
- 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 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 calculate an estimated meter reading based on the average reading of the prior three (3) months of actual usage. At no time will the estimated meter read exceed any prior month's actual usage. Appropriate adjustments will be made by Xerox in a subsequent billing cycle following your submission of actual and accurate meter readings.
- 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, subject to Client's written approval, or obtain any necessary licenses. Xerox is not liable for any infringement based upon a modification of the Tools by Client 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, EXCEPT AS STATED IN THE MASTER AGREEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY
- 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 effective upon receipt. 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. 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 Master Agreement. This XPS Services Contract constitutes the entire agreement between Xerox and Client as to its subject matter, and supersedes all prior oral and written agreements.

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

<<__CLIENT NAME_____>>	<b>XEROX CORPORATION</b>
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. 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. 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.
- d. 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.
- e. 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.
- f. 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.
- g. Replacement parts may be new or reconditioned 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 supplies that are not Xerox branded.
- c. The Monthly Supplies Shipping Charge identified in Exhibit A to the XPS Services Contract includes standard ground shipping. If the Client requests expedited 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, per the Master Agreement rates. 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, in accordance with the Master Agreement. For transactions that involve acquisition or termination of Xerox Contracted Devices, the terms of the Master 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 Master 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 according to Master Agreement rates.
10. **TERMINATION.** Except in the case of Non-appropriation of funds, or default by Xerox, neither party may terminate the XPS Services during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 30 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).
11. **MISCELLANEOUS.** The terms and conditions in this DOS are applicable only to the XPS Services for the Managed Devices covered under the XPS Services Contract and DOS and are not applicable to any other Products under the XPS Services Contract, any other Services Contract, Order or any Equipment Agreement.
12. **DEFINITIONS.** Capitalized terms that are not defined below or elsewhere in this Description of Services have the meaning assigned to them in the XPS Services Contract or Equipment Agreement, including any Orders, amendments or addenda thereto.
- a. Asset Management Database: A database that is hosted and maintained by Xerox to facilitate the XPS Services and record and provide reporting on Managed Device activities.
  - b. CRU: Client replaceable units or items that an operator can install without service assistance.
  - c. Device Exchange: Onsite Break Fix Services are not available for a limited number of Managed Device

models, which are designated as "Device Exchange" models in Exhibit B to the XPS Services Contract. If a Device Exchange model requires repair, Xerox will ship a replacement device to the Client. Client will then ship the defective unit back to Xerox within a specified timeframe or be billed for the replacement device.

- d. Equipment Agreement: The agreement between Client and Xerox under which Xerox provides Basic/Maintenance Services, as applicable, for a Xerox Contracted Device.
- e. Managed Device(s): The devices identified in Exhibit B of the XPS Services Contract, which may include Xerox Contracted Devices and/or Non-Xerox Contracted Devices, as applicable.
- f. Xerox Contracted Device(s): A Xerox brand device(s) for which Xerox provides Basic/Maintenance Services, as applicable, under an Equipment Agreement.
- g. XPS Services: The services described in this Description of Services ("DOS").
- h. XPS Services Contract: The agreement between Client and Xerox identified above, including any Orders, amendments or addenda thereto, which sets forth the terms and conditions governing this DOS.
- i. Supplies: Toner and ink for Non-Xerox Contracted Devices, which may be new, remanufactured or reprocessed.
- j. Non-Xerox Contracted Device(s): A non-Xerox brand device(s) for which Xerox provides Break Fix Services and Supplies under the XPS Services Contract and/or a Xerox-brand device(s) not under contract with Xerox for Basic/Maintenance Services for which Xerox provides Break Fix Services and Supplies under the XPS Services Contract.

Exhibit A - Pricing

XPS Services Contract # \_\_\_\_\_ - \_\_\_\_

EXHIBIT A – XPS – SAMPLE



Pricing Summary

Xerox Print Services Term

XX Months from Services Commencement Date

Print Services Total

Total Monthly Minimum Charge: \$\_\_\_\_.00

- Excludes applicable taxes

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

Monthly Supplies Shipping Charge: \$X.00

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

XPS Services Contract # \_\_\_\_\_ - \_\_\_\_\_

[illegible]



# ATTACHMENT 10 – XEROX POOL PLAN AGREEMENT TERMS AND CONDITIONS

## Attachment 10 - Pool Plan Agreement



**Customer:** << Customer Legal Name >>

**Bill To:** << Customer Bill To Name >>

<< Bill To Street Address >>

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

**Install:** << Customer Install Name >>

<< Install Street Address >>

<< Install City, State, Zip Code >>

**Contact:** << Customer Contact Name >>

**Phone:** << Phone # >>

**Email:** << Contact Email Address >>

☐ **Tax ID #:** \_\_\_\_\_

☐ **PO #:** \_\_\_\_\_

### Plan Summary

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

### Items Added

Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>		Enter Volume
2. << Mkt Cd >>		
3. << Mkt Cd >>		
4. << Mkt Cd >>		
5. << Mkt Cd >>		
6. << Mkt Cd >>		

☐ Supplemental Items Added Addendum # 51863-A

### Items Removed

Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>		Enter Volume
2. << Mkt Cd >>		
3. << Mkt Cd >>		
4. << Mkt Cd >>		
5. << Mkt Cd >>		
6. << Mkt Cd >>		

☐ Supplemental Items Removed Addendum # 51863-R

### Items Retained

Configuration	Unit Portion of Monthly Charge	Volume Included
1. << Mkt Cd >>		Enter Volume
2. << Mkt Cd >>		
3. << Mkt Cd >>		
4. << Mkt Cd >>		
5. << Mkt Cd >>		
6. << Mkt Cd >>		

☐ Supplemental Items Retained Addendum # 51863-K

**POOLING TERMS AND CONDITIONS:**

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

- 1. POOL CREATION.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.
- 2. AMENDMENT OF UNDERLYING AGREEMENTS.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:
  - A. SUPPLIES INCLUDED.** All Pooled Equipment shall either have Consumable Supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If Consumable Supplies are included, they shall be provided to you by Xerox pursuant to the standard Xerox terms for such arrangements in effect throughout the course of this Agreement. Consumable Supplies specifically excludes highlight color toner, custom color toner, specialty dry inks (e.g. clear, silver, gold) and specialty dry ink developers.
  - B. FIXED PRICING.** All Pooled Equipment pricing shall be fixed, unless the fleet of Equipment substantially changes (i.e. Equipment added or removed), which warrants an adjustment to the pricing. At no time however, shall any such pricing adjustment exceed the NASPO ValuePoint Master Agreement ("Master Agreement") pricing.
  - C. BILLING.** Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.
- 3. COMMENCEMENT DATE.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install date of the first unit(s) of Pooled Equipment.
- 4. BILLING OF POOL PLAN CHARGES.** The Pool Monthly Charge is billed in advance. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Prints Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement (applicable only for K-16 Purchasing Entities). All payments are due within forty-five (45) days of the invoice date.
- 5. ADDITIONAL CHARGES FOR POOLED EQUIPMENT.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Consumable Supplies and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in

the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance). For details regarding the billing of any applicable Use Charges, see the attached Use Charge Pricing Exhibit.

6. **TAXES.** You shall be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you provide proof of your tax exempt status. Taxes due on the Pool Monthly Charge will be the sum of the applicable state and local taxes due on the individual Unit Portion Charges based upon the location of each unit of Pooled Equipment. Taxes due on prints made beyond the Pool Prints Included will be based on the applicable state and local taxes and equitably apportioned amongst the units in the Pool. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.
7. **MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).
8. **ADDITIONS, DELETIONS, AND CHANGES.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts, per the Master Agreement pricing. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.
9. **TERMINATION.** Either party may terminate this Agreement for its own business reasons upon 30-days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 8 above, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the Equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:
  - i. all Maintenance and Rental Agreements may be charged per the Master Agreement rates (however, the overage click rate will be based on the blended click rate of all the equipment under the Agreement);
  - ii. all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e. those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases which may be charged at the Master Agreement rate. For purposes of this agreement, Periodic Base Charges is defined as follows: As maintenance is a mandatory part of a lease, the Periodic Base Charge is the maintenance portion (which includes service and supplies) of the monthly payment and is a fixed amount. The Periodic Base Charges may or may not include an allowance of prints. The Minimum Lease Payment + the Periodic Base Charges + the Print Charges = the total monthly charge of the equipment.
10. **MISCELLANEOUS.** Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this

Agreement. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding Equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, all changes to this Agreement must be made in a writing signed by both parties. Administrative and contract support functions hereunder shall be performed, inside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties.

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

## ATTACHMENT 11 – XEROX SOFTWARE LICENSE ADDENDUM

### Xerox Applications

**Application Orders:** Any Purchasing Entity who acquires Xerox Software Applications (“Application”) under the Xerox NASPO ValuePoint Master Agreement (“Master Agreement”) #187800, shall be subject to the following terms, unless otherwise agreed to by a Participating State.

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

**PROVIDERS SHALL HAVE ANY LIABILITY FOR THE QUALITY OF CUSTOMER'S INTERNET CONNECTION OR THE QUALITY OF THE HARDWARE AND SOFTWARE THAT CUSTOMER USES TO ACCESS THE INTERNET.**

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

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

**[CUSTOMER NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**XEROX CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **ATTACHMENT 12 – XEROX PRODUCT SPECIFIC TERMS AND CONDITIONS**

### **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 PARTICIPATING ADDENDUM (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 OF THE MASTER AGREEMENT, AND (B) IS A PRODUCTION DEVICE THAT FALLS INTO GROUP C EQUIPMENT 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](http://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 60 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](http://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. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY.
- 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. 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.
  - ii. 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.
  - iii. 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.

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

- a. **Java Technology Restrictions.** You shall not create, modify, or change the behavior of classes, interfaces or sub packages that are in any way identified as "java", "javax", "sun" or similar convention as specified by licensor in any naming convention designated. In the event that you create an additional API(s) which (i) extends the functionality of a Java Environment: and (ii) is exposed to third party software developers for the purpose of developing additional software that invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers.
- b. **Trademarks and Logos.** This license does not authorize an end user licensee like you to use the Oracle America, Inc. name, trademarks, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos, and icons including the Coffee Cup and Duke, ("Java Mark") and (i) comply with the Java Trademark Guidelines at <http://www.oracle.com/html/3party.html>; (b) not to do anything that is harmful to or inconsistent with Oracle's right in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning

to Oracle any rights acquired by you in any Java Mark.

- c. **Source Code.** Software may contain a limited amount of source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this license. Source code may not be modified nor redistributed unless expressly provided for in these license terms.
- d. **Third Party Code.** Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file.
- e. **Commercial Features.** Use of the Commercial Feature for any commercial or production purposes requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1 (Commercial Features in Java SE Product Editions) of the Software documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

## ATTACHMENT 13 – XEROX PRODUCTION INKJET EQUIPMENT TERMS AND CONDITIONS

### Baltoro Inkjet

Any Purchasing Entity who acquires Baltoro Equipment under the Xerox NASPO ValuePoint Master Agreement (“Master Agreement”), #187800, shall be subject to the following terms, unless otherwise agreed to by the Participating State. Capitalized terms that are not defined in this Attachment 13 shall have the same meaning assigned to them in the Master Agreement.

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

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

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

Under the **Introduction** Section:

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

The following language: “*In the event of any conflict between the statements made in this Customer Expectations Document (“CED”) and any terms in the sale, lease, rental and/or service agreement or Statement of Work (“SOW”) between you and Xerox (or the Xerox authorized reseller) including, but not limited to, maintenance or functionality of the Baltoro HF System, the order of precedence will be as follows: (1) the terms contained in this CED, and then (2) the terms contained in such sale, lease, rental and/or service agreement, including any Statements of Work. However,*



*notwithstanding the foregoing, Customer's responsibility to make any payment to any Xerox financing company under a lease or rental agreement will be absolute in accordance with its terms and not negated by anything contained in this CED" shall be null and void. Further, any language in any other version of the CED that is utilized under the Master Agreement, and which contradicts the terms and conditions of either the Master Agreement or a State's Participating Addendum, shall also be null and void.*

Under the **Transitioning to Production** Section, it shall be noted that service activity billable by Xerox outside of the Full Service Maintenance Agreement, shall be based on Master Agreement rates, rather than current Time & Material rates.

- 3. BALTORO BREAK-FIX SERVICES AND PRINthead REQUIREMENTS.** For the Baltoro Equipment included in this Order, this provision is in addition to Section 3 (Maintenance Services) of Attachment 6 of the Participating Addendum (Xerox Maintenance Agreement Terms and Conditions). In addition to the other exclusions listed in Section 2 of Attachment 6 of the Participating Addendum, Maintenance Services excludes repairs due to: Purchasing Entity **(i)** allowing the Equipment to be operated by employees that have not received Contractor training; or **(ii)** failing to perform operator maintenance procedures identified in operator manuals. If Contractor is unable to keep a unit of Equipment in good working order after the initial term of the Order, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days' written notice to the other party.

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

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

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

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

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

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

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



4. **ACCEPTANCE.** Following delivery and installation of the Equipment, the date for the completion of the “Installation Activities” portion of Attachment 15 will be mutually agreed upon with the Purchasing Entity. Contractor will then provide the Services specified in Attachment 16 (Xerox Baltoro SOW) and when Contractor has completed the training of Purchasing Entity’s operators in Attachment 16, the completion date will be entered for the “Training Activities” portion of Attachment 15. Lastly, upon completion of all Implementation Activities (i.e. Pre-Sales Activities, Installation Activities, and Training Activities) and the successful testing of the Purchasing Entity’s files as set forth on the first page of Attachment 15 and indicated in Attachment 16, Purchasing Entity shall sign the “Customer Acceptance portion of Attachment 15. The completion of this process shall constitute “Acceptance” (as such term is used through the Master Agreement) of the Equipment and the initial Term will commence for Maintenance Services.
5. **SUPPLIES AND SUPPLIES PRICING.** This Section applies to Baltoro Equipment only and shall replace Section 2 and 3 of **Attachment 1 (Xerox General Terms)**, to the Participating Addendum. Supplies are not included in the cost of the Equipment; Purchasing Entity will need to place a separate Order for these supplies, whose pricing and applicable terms and conditions can be found in the Master Agreement Price List. Purchasing Entity will order such Supplies using the “Customer Number” to be provided to the Purchasing Entity at the time such entity places an Order for the Baltoro Equipment. Supplies excludes safety goggles and nitrile gloves and are not available under the Master Agreement Price List, but may be purchased under the Open Market provision.
6. **WARRANTY AND GUARANTEE DISCLAIMER.** IN ADDITION TO THE DISCLAIMER IN SECTION 14 OF **ATTACHMENT 2 TO THE PARTICIPATING ADDENDUM (XEROX LEASE AGREEMENT TERMS AND CONDITIONS)**, THE BALTORO EQUIPMENT IS **(A)** A PRODUCT NOT SUBJECT TO THE EQUIPMENT GUARANTEE AS NOTED IN SECTION X.10.2 OF THE MASTER AGREEMENT AND **(B)** IS A PRODUCTION DEVICE THAT FALLS INTO GROUP C EQUIPMENT IN THE MASTER AGREEMENT AND THUS, NO UPTIME COMMITMENT IS MADE FOR THE PRODUCT.
7. **THIRD PARTY HARDWARE MAINTENANCE SERVICES.**
- a. The provision of maintenance services to keep the Third Party Hardware in good working order (“Third Party Hardware Maintenance”) is contingent upon Purchasing Entity facilitating timely and efficient resolution of Third Party Hardware issues by: **(i)** utilizing customer-implemented remedies provided by Contractor and **(ii)** providing information to and implementing recommendations provided by Contractor telephone support personnel. If a Third Party Hardware issue is not resolved after completion of **(i)** and **(ii)** above, Contractor will provide on-site support as provided herein. Unless otherwise provided herein, Third Party Hardware Maintenance will be provided during Contractor’s standard working hours from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (excluding Contractor-recognized holidays which currently are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and certain floating days around some of these holidays) in areas open for repair service for the Third Party Hardware in the U.S. You agree to give Contractor reasonable access to the Third Party Hardware. Third Party Hardware Maintenance shall cover repairs and adjustments to keep the Third Party Hardware in good working order that are required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Contractor determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Contractor, as well as any non-Contractor alterations, relocation, service, supplies, or consumables).
  - b. Contractor shall perform scheduled Third Party Hardware Maintenance at such times agreed to by both parties at each Third Party Hardware location. Scheduled maintenance shall be performed as specified in the Third Party Hardware Maintenance documentation.
  - c. Contractor shall replace parts that are unserviceable as determined solely by Contractor on an exchange basis with new, or parts equivalent to new when used in the Third Party Hardware. Additionally, parts may at times be replaced with an equivalent item (i.e. form, fit and function the same, but not necessarily the same brand as the replaced part). Exchanged parts removed from the Third Party Hardware will become the property of Contractor.
  - d. Purchasing Entity shall perform Key Operator maintenance functions as described in the Third Party Hardware operator’s manuals.
  - e. Contractor shall use only qualified Customer Service Engineers fully trained on maintenance requirements and operation of the Third Party Hardware.

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

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

## ATTACHMENT 14 – XEROX SAMPLE BALTORO CUSTOMER EXPECTATIONS DOCUMENT

# Xerox® Baltoro™ HF Inkjet Press

Customer Expectations Document (CED)

**Baltoro™ HF Press**



**Baltoro™ HF Press with optional Color Accelerator**



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

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## • Introduction

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

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

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

## • System Configuration

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

### • Base Configuration

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

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

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

### • Optional Color Accelerator Configuration

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

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

the IPG.

- *FreeFlow Print Server*

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

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

- *Print Heads*

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

- *Ink*

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

- *Billing Meters*

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

- Color Impressions: Pages containing color data
- Color Large Impressions: Pages larger than 145 in<sup>2</sup> / 935.48 cm<sup>2</sup> and containing any color data
- Black Impression: Pages containing black-only (K-only) data
- Black Large Impressions: Pages larger than 145 in<sup>2</sup> / 935.48 cm<sup>2</sup> and containing black-only (K-only) data

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

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

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

Billing Meters are not incremented for

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

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

- *Inline Spectrophotometer (ILS)*

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

- *Integrated Imaging Module (IIM)*

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

- *Print Speed Modes*

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

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

- Other Optional Configurations

- *Speed License*

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

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

- *Optional Lightweight Media Kit*

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

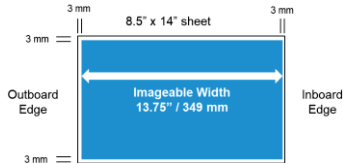
both Base and Color Accelerator configurations.

- *Optional Feeding and Finishing Devices*

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

- **Press Specifications**

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

Item		Comments
	<p>With Color Accelerator: 230/400 (+6%, -10%) VAC, 3-phase wye, w/Neutral and Protective Earth – Typical for 50/60 Hz XE installations, service &gt;32A per Phase</p> <p>Feeder, Stacker, PSIP, FFPS: 230 (198 – 254) VAC, 10 A minimum</p>	
<b>Digital Front End (“DFE”)</b>	<p>FreeFlow Print Server with:</p> <ul style="list-style-type: none"> <li>64 GB (8x8 GB 2133MHz DDR4 RDIMMS)</li> <li>5x1 TB Hard drive</li> </ul>	
<b>Input Media Capacity</b>	<p>10 in. (254 mm) of stock per tray – each containing approximately 2,500 sheets</p> <p>Two trays per Sheet Feed Module for a total of approximately 5,000 sheets.</p> <p><u>Upper Tray</u>  Max. sheet size: 14.33” W x 20.5” L (364 mm W x 521 mm L)  Min. sheet size: 10” W x 8.27” L (210 mm W x 254 mm L) **</p> <p><u>Lower Tray</u>  Maximum sheet size: 14.33” W x 20.5” L (364 mm x 521 mm)  Minimum sheet size: 7”W x 10” L (178 mm x 254 mm)</p> <p>Sheet dimensions Width (W) x Length (L)</p>	<p>Base configuration includes one Feeder Module. Additional Feeder Modules are optional, up to four in total.</p> <p>** Upper Tray minimum Width is 10” or 254 mm. Short Edge Feed for A4 or Letter is not supported from Upper Tray.</p>
<b>Input Media Weight Range</b>	<p>Refer to TSL for all supported media. Nominal specs:</p> <p><u>Uncoated and Inkjet Treated:</u>  60 gsm to 270 gsm (16 lb. Bond to 100 lb. Cover)  271 gsm to 300 gsm, when approved on the TSL</p> <p><u>Inkjet Coated and Offset Coated:</u>  Base Configuration: 90 gsm to 148 gsm  Color Accelerator Configuration: 90 gsm to 300 gsm</p>	<p>For Offset Coated media, the TSL will also define requirements for Color Accelerator, print speed mode, and optional Lightweight Media Kit.</p>
<b>Image Area</b>	<p>Maximum image area: 13.75” X 20.25”  349 mm x 514 mm</p> <p>Note: When printing 14” / 355 mm wide stocks “Long Edge Feed,” there is a 3 mm (0.12 in.) deletion on each side:</p>  <p>The diagram illustrates the imageable width of an 8.5" x 14" sheet. It shows a blue rectangle representing the imageable area, with a width of 13.75" (349 mm). The total sheet width is 8.5". On both the left and right sides, there are 3 mm deletions from the edges, labeled 'Outboard Edge' and 'Inboard Edge' respectively. The deletions are indicated by double vertical lines and the text '3 mm'.</p>	<p>All sheets will have a default 3 mm (0.12 in.) edge deletion regardless of sheet size.</p> <p>105 gsm and lighter Coated papers may require larger unprinted border, depending on ink coverage. Refer to TSL and media guide for details.</p> <p>Image Quality artifacts (such as blurring of images, lines, or text) may be more noticeable within 10 mm of any edge.</p>
<b>Resolution</b>	1200 x 1200 dots per inch (dpi), 1-bit	

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

- Sheet Feed Module Specifications

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



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

- **Xerox Production Stacker (XPS) Specifications**

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

- ***XPS Features***

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

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

- *XPS Unloading*

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

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

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

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

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

- *Dual XPS*

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

- *Production Media Cart*

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

- *XPS Media Specifications*

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

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

- *Xerox Tape Binder (XTB) Specifications*

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

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

Up to two Xerox Tape Binders can be configured on one system, in a so called ‘Dual XTB’ configuration. Please refer to the Xerox Tape Binder Solutions Planning Guide for further site planning information, system

dependencies, limitations, valid configurations, supplies (strips) information and device specifications.

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

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

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

• **Notes:**

- To maximize binding quality, limit stocks >140 gsm to 10% or less of the sheet count in a book. Also, avoid use of 60 gsm body stock with > 90 gsm inserts.
- Avoid adjacent Body Stock/Inserts of > 120 gsm.
- Transparency, coated stocks, or never-tear stocks can ONLY be used for covers (with a Third-Party inserter C.P. Bourg Sheet Feeder (BSFx))
- The maximum book thickness can be 0.5" (13mm) – when using heavier than 75 gsm substrates, the number of sheets in the book will need to be reduced to achieve book thickness of 13 mm or less.
- Performance (binding quality, jams) can also be degraded by the following:
  - Curled stock
  - The book mass greater than 580 grams
  - Drilled stock with reinforced edges
- The Xerox Tape Binder is a Document Finishing Architecture (DFA) device – please refer to the Solutions Planning Guide for other details related to the operation of this device. Of note:

- Job recovery at the book level (and not at the sheet level). In the event of a fault shutdown in the Binder, the current book being bound will be completed (provided that is not where the fault occurred) and any partially collected sheets for the next book will have to be discarded. The job will resume at the beginning of the next book to be bound.
- Should a jam or shutdown occur in the Binder, the Xerox Baltoro™ HF Inkjet Press User Interface (“UI”) displays a general DFA device fault message and the instructions for clearing the jam are provided on the Binder UI.

- *System Productivity: with Xerox Tape Binder*

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

- *Additional In-line Third Party DFA Finishing/Feeding Options*

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

- *Binding*

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

- *Booklet Making*

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

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

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

- *Roll Feeding*

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

- *Perforating*

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

- *Punching*

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

- *Sheet Feeding/Inserting*

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

- *Stacking*

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

- **Ink Estimation and Ink Usage**

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

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

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

## System Configuration and Installation

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

- **Customer Responsibilities**

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



details.

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

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

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

#### • System Installation

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

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

#### • Transitioning to Production

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

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

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

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

#### • Operator Training

To maximize the full productive capacity of the Baltoro HF System, you must have properly skilled, dedicated

operators. Official Xerox operator training is mandatory, and we require that only operators trained by Xerox run the System.

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

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

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

- **Production Planning, Availability, and Productivity**

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

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

- **Availability**

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

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

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

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

and cleaning procedures.

## Average Monthly Volume and Maximum Duty Cycle

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

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

- **Customer Maintenance**

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

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

Recommended Daily operator maintenance actions:

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

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

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

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

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

- **System Maintenance**

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

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

Your Xerox service representative will be able to determine when it is necessary to replace a print head.

Replacement of the print head will not be covered within the maintenance agreement if the terms above, or in your Xerox maintenance agreement have been violated and/or if void conditions described in the maintenance agreement are applicable.

The System will automatically cap print heads at cycle down.

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

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

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

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

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

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

- **Background Jetting:** When printing jobs, the print heads will continuously fire background pixels throughout the run to keep all jets fresh. These pixels are required to prevent clogging and are not perceivable to the naked eye at normal viewing distance. For most jobs, background jetting will have a minimal effect on overall image quality.
- **Flush Lines:** When only the Flush Line option is selected, no background spray pixels are printed. Instead, a thin line of each color (C, M, Y, K) is printed at the leading edge or at the trailing edge of each sheet, according to the option you select. For duplex printing, the flush lines will be printed on the same edge of the paper, front to back. For example, if “Marking Lead Edge” is selected, the flush lines will be printed at the leading edge of side one, and at the trailing edge of side two. The total width of the flush line is approximately 1 mm. The flush line will be printed immediately after the 3 mm edge border at the lead edge of a sheet, or immediately before the 3 mm edge border at the trail edge. If using flush lines, design of the print file should account for the 3 mm edge borders, plus the width of the flush line, plus any space required for waste trim, if applicable.
- **Dynamic Print Sample (DPS):** This mode repurposes the warm-up sheets to be printed at defined intervals during a job. DPS can be used by itself, or in conjunction with Background Jetting or Flush Lines. When the DPS option is used by itself, no background spray pixels are printed, and the press will print a warm-up

sheet every 250 Impressions (A4 or Letter equivalent). If DPS is used in conjunction with Flush Lines or Background Jetting, the interval between the warm-up sheets will vary based on the print speed mode, from 250 Impressions in Optimized for Special Media mode to 1,500 impressions in Optimized for Speed mode. These intervals are subject to change by Xerox if different intervals are required to ensure printhead health. Note that when used by itself, DPS does not ensure that all jets are exercised as frequently as Background jetting or Flush Lines. As a result, using DPS by itself may result in missing jets and/ or missing image area at the lead edge of sheets, in all colors, on sheets just prior to the sample page being printed. The severity of these artifacts, if any, depends on the type of job being printed. If such artifacts occur on specific jobs and are objectionable, Background Jetting or Flush Lines should be used for those jobs.

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

- **Productivity Considerations**

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

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

Job content or size can affect the achieved print rate on a given job.

For maximum productivity, keeping the job queue full eliminates between-job delays.

Periodically, your Baltoro HF System will require service to be carried out by the Xerox service representative, making the Press unavailable for production. In addition, the Xerox service representative will carry out routine preventive maintenance that is required by your System. The Baltoro HF System also has specific maintenance tasks that are the responsibility of your operator.

For jobs with critical print windows, you should make allowance for service calls in case they are needed. All extended service calls are escalated to the Xerox Command Center for assisted resolution

The operator is able to load paper and ink, as well as unload the waste bottle, while the Baltoro Press is running. In addition, the stacker supports unloading while running to maximize productivity.

It is important that the factors impacting productivity are understood and that you plan for them. Your local Xerox service team will work to set up a maintenance schedule to best fit with your production windows for maximum productivity.

- **Mixed Plex Productivity**

All stocks and specialty media on the TSL are imaged at rated speed regardless of weight or type. The section entitled “Print Rate” below shows the print rates supported by the Press for some standard sizes. Sizes in-between will default to the next slower rate.

Jobs that feature mixed plex (i.e., single sided mixed in production run with double-sided pages) will result in a reduction of print speed. Actual performance will vary based on the attributes of each specific job. In addition, jobs run 1 to N and N to 1 with simplex sheets that are forced to print duplex all result in very similar production efficiencies. Inserting blank pages where required to force the press to full duplex mode will allow normal duplex productivity to be achieved. Blank pages (pages containing no cyan, yellow, magenta, or black data) do not result in billing meters being incremented.

As an alternative to adding blank pages to the job, the Baltoro System can be put into a mode where all sheets are forced through the duplex path, enabling duplex productivity to be achieved. This mode needs to be disabled when printing simplex jobs to achieve normal simplex productivity. The operator may choose this mode manually, or may allow the system to automatically select when forced duplex mode should be used to ensure maximum print productivity.

- **Print Rate**

Baltoro print speeds for various sheet sizes and speed modes are shown in the tables below. There are separate tables for the Base and Color Accelerator configurations.

- **Notes and definitions:**

- Impression – 8.5 x 11” or A4 equivalent. Please refer to “System Configuration - Billing Meters” section for criteria for the Large Impressions meters.
- IPM – Impressions Per Minute.
- Page – a physical sheet of media
- PPM – Pages Per Minute
- Standard Mode (Optimize For Color Rendering) – Baltoro System base print speed
- High-Speed Mode (Optimize For Speed) – Baltoro System print speed with speed license activated. High-Speed Mode only applies to Uncoated and Inkjet Treated media types.
  - In Base configuration, Small and Medium drop may be used in High-Speed Mode
  - In Color Accelerator configuration, Small, Medium, Large and Max drop may be used in High-Speed Mode
- Specialty Mode (Optimize for Specialty Media) – Print speed for selected Coated media as defined by TSL. Available in Color Accelerator configuration only.
- Note: Any approved Offset Coated and Inkjet Coated media must be run at Standard Speed Mode or Specialty Mode. High-Speed Mode may not be used and does not apply for these coated media types.



Baltoro Productivity Base Config.	Standard Papers						Standard Mode				High Speed Mode			
							IPM		PPM		IPM		PPM	
Paper Dimensions Along Process Direction	Paper Name	LFF	SEF	Inches	mm	Notes	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex
7.00" -- 8.27" 178 mm -- 210 mm	7x10	X		7x10	178 x 254	Feeder Lower Tray / All Destinations	197	197	197	98	197	276	197	138
	8x10	X		8x10	203 x 254									
	A4	X		8.27x11.69	210 x 297									
8.28" -- 8.50" 211 mm -- 216 mm	Letter	X		8.5x11	216 x 279	All Trays / All Destinations	197	192	197	96	197	271	197	135
	Legal	X		8.5x14	216 x 356									
8.51" -- 9.02" 217 mm -- 229 mm	9x11	X		9x11	229 x 279	All Trays / All Destinations	182	175	182	87	182	252	182	126
	C4	X		9x12.8	229 x 324									
9.03" -- 10.20" 230 mm -- 259 mm	ISO B4	X		9.84x13.9	250 x 353	All Trays / All Destinations	163	165	163	82	163	227	163	113
	JIS B4	X		10.12x14.33	257 x 364									
10.21" -- 11.70" 260 mm -- 297 mm	Letter		X	8.5x11	216 x 279	All Trays / All Destinations	138	147	138	73	138	202	138	101
	A4		X	8.27x11.69	210 x 297									
11.71" -- 14.33" 298 mm -- 364 mm	C4		X	9x12.8	229 x 324	All Trays / All Destinations	111	122	111	61	111	173	111	86
	ISO B4		X	9.84x13.9	250 x 353									
	Legal		X	8.5x14	216 x 356									
	JIS B4		X	10.12x14.33	257 x 364									
Note: the following sizes are 2-up per side (two impressions per side)														
14.34" -- 17.01" 365 mm -- 432 mm	A3		X	11.69x16.54	297 x 420	All Trays / All Destinations	200	210	100	53	200	300	100	75
	Ledger		X	11x17	279 x 432									
17.02" -- 18.12" 433 mm -- 460 mm	SRA3		X	12.6x17.7	320 x 450	All Trays / All Destinations	174	200	87	50	174	254	87	64
	12x18		X	12x18	305 x 457									
	C3		X	12.8x18	324 x 458									
18.13" -- 20.50" 461 mm -- 520.7 mm	14.33x19.3		x	14.33x19.3	364 x 490	Stacker Offs et - Edge Registered	168	174	84	44	168	252	84	63
	B3		x	13.90x19.68	353 x 500	Bypass / Top Tray Only								
	14.33 x 20.5		x	14.33x20.5	364 x 520									

Baltoro Productivity Color Accelerator Config.	Standard Papers						Standard Mode		Standard Mode		High Speed Mode		High Speed Mode		Specialty Mode		Specialty Mode	
							IPM		PPM		IPM		PPM		IPM		PPM	
Paper Dimensions Along Process Direction	Paper Name	LFF	SEF	Inches	mm	Notes	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex
7.00" -- 8.27" 178 mm -- 210 mm	7x10	X		7x10	178 x 254	Feeder Lower Tray / All Destinations	197	195	197	97	197	270	197	135	99	100	99	50
	8x10	X		8x10	203 x 254													
	A4	X		8.27x11.69	210 x 297													
8.28" -- 8.50" 211 mm -- 216 mm	Letter	X		8.5x11	216 x 279	All Trays / All Destinations	197	192	197	96	197	270	197	135	99	97	99	48
	Legal	X		8.5x14	216 x 356													
8.51" -- 9.02" 217 mm -- 229 mm	9x11	X		9x11	229 x 279	All Trays / All Destinations	182	181	182	90	182	255	182	127	91	90	91	44
	C4	X		9x12.8	229 x 324													
9.03" -- 10.20" 230 mm -- 259 mm	ISO B4	X		9.84x13.9	250 x 353	All Trays / All Destinations	163	165	163	82	163	226	163	113	81	83	81	41
	JIS B4	X		10.12x14.33	257 x 364													
10.21" -- 11.70" 260 mm -- 297 mm	Letter	X		8.5x11	216 x 279	All Trays / All Destinations	138	146	138	73	138	208	138	104	69	74	69	37
	A4	X		8.27x11.69	210 x 297													
	C4	X		9x12.8	229 x 324													
11.71" -- 14.33" 298 mm -- 364 mm	ISO B4	X		9.84x13.9	250 x 353	All Trays / All Destinations	111	122	111	61	111	165	111	82	56	60	56	30
	Legal	X		8.5x14	216 x 356													
	JIS B4	X		10.12x14.33	257 x 364													
Note: the following sizes are 2-up per side (two impressions per side)																		
14.34" -- 17.01" 365 mm -- 432 mm	A3	X		11.69x16.54	297 x 420	All Trays / All Destinations	202	212	101	53	202	300	101	75	100	106	50	26
	Ledger	X		11x17	279 x 432													
17.02" -- 18.12" 433 mm -- 460 mm	SRA3	X		12.6x17.7	320 x 450	All Trays / All Destinations	174	196	87	49	174	270	87	67	88	98	44	24
	12x18	X		12x18	305 x 457													
	C3	X		12.8x18	324 x 458													
18.13" -- 20.50" 461 mm -- 520.7 mm	14.33x19.3	X		14.33x19.3	364 x 490	Stacker Offs et - Edge Registered	168	172	84	43	168	240	84	60	84	88	42	22
	B3	X		13.90x19.68	353 x 500	Bypass / Top Tray Only												
	14.33 x 20.5	X		14.33x20.5	364 x 520													

• Impact of System Updates

System updates may mean that previously printed jobs may not look the same when reprinted. This will be communicated in release documentation and may require you to engage your Xerox analyst to assist you in recalibrating any custom settings that you use. Xerox will attempt to minimize these impacts.

When considering new applications or media to print, testing the application is strongly recommended before transitioning to production.

- **Jam Clearance - Dryer**

Access to the dryer(s) for jam clearance may be delayed to allow the dryer to stabilize to a lower temperature.

- **Paper and Media Support**

The Xerox® Baltoro™ HF Inkjet Press prints on a wide range of plain (uncoated) papers, inkjet treated papers, offset coated papers, and special media. The Tested Substrate List (TSL) defines the specific papers that are supported, including weight range, sheet sizes, and coating types. The weight range specification for coated papers is defined by the approved media on the TSL. The TSL will also define if specific papers are only approved with Color Accelerator configuration, and if specific papers must be printed in Special Media Mode.

Upon delivery of the Baltoro, you will receive “Welcome Package” documentation that includes a URL at which you can access the latest TSL, which is updated and kept evergreen by Xerox. Please refer to the TSL at the website URL provided or on <https://www.xerox.com> for up to date information on papers that have been tested.

In general, Baltoro will perform more reliably with long grain paper.

- **Validation/Testing of Media**

Any media that is not included on the TSL must be tested and validated by Xerox prior to use in production.

Extremely lightweight stock (60 gsm) should be tested with the intended print application prior to use.

Heavier weight stocks (216 – 300 gsm) should be tested with intended print application prior to use. The ability to support stocks in this range will vary based on the physical characteristics of the media as well as attributes of the print application including ink coverage and sheet size.

Perforated papers, offset pre-printed shells, and carbonless may be accepted based on Xerox test results. It is required that all perforated papers, pre-printed forms, and carbonless papers be submitted for proper evaluation. If a perforated paper is approved on the TSL, it should still be tested with the intended print application.

- **Specifications/Concerns with Specific Papers**

Lighter weight papers should be loaded in the paper tray with the grain parallel to the front and back of the paper tray to increase stiffness.

Due to tensile strength, lightweight papers are more likely than other papers to curl and jam in the Press.

Oversized lightweight sheets (e.g. 11x17, A3, or larger) are more prone to cockle and curl which may result in poor stack performance.

The minimum width (cross-process direction) of any approved stock is 8.27 inches (210 mm) and maximum width is 14.33 inches (364 mm). Avoid duplex printing stocks between 8.7 – 9.7 inches in the cross-process direction.

The minimum **length** of any approved stock is 7 inches (177.8 mm) and maximum length is 20.5 inches (520.7 mm) in the process direction. Note: lengths longer than 19.7 inches (500 mm) cannot run to the stacker and must run to top tray or through bypass to a third-party finishing device.

- **Lightweight Papers and Lightweight Media Kit**

Coated stocks ≤ 105 gsm require the Stacker Lightweight Media Kit. The Tested Substrate List will specify if Lightweight Media Kit is required for other paper weights or types.

Operator must be familiar with all three decurlers, and the operator may need to use Face-up or Face-down imposition settings from the DFE menu to enable reliable stacking.

Jobs with high ink coverage on lightweight coated stocks may require unprinted border on all four edges of the sheet. This border may be necessary in order to minimize paper curl and promote stack quality. The Press will not automatically enforce this border, so the design of files and selection of paper size should accommodate this requirement. Jobs with high ink coverage should be tested to ensure ability to print reliably.

If there is slight curl in the unprinted paper out of the ream, load the paper curl down in the Feeder tray.

- **Coated Papers and Speed Modes (Color Accelerator Only)**

The full range of supported coated papers may be printed in Optimize For Color Rendering Mode (Standard Mode), and with all available drop sizes (Small, Medium, Large, Max). If a specific coated paper requires the use of Specialty Media Mode, this requirement will be noted on the Tested Substrate List.

Depending on the amount and type of ink coverage, specific jobs on 80# Cover / 200 gsm papers and heavier may not be supported in Standard Mode. If offsetting is observed when printing a specific job in Standard Mode, there are four remedies for production of that job:

1. Ensure that a coated paper color profile is being used to print the job, and not a profile designed for uncoated or inkjet treated media.
2. If printing the job with a color profile that uses direct CMYK, switch to a color-managed profile, e.g. "GRACOL 2006."
3. If printing using Max drop size, change to Large, Medium, or Small drop size. If printing using Large drop size, change to Medium or small.
4. If incomplete drying is still observed, the job must be printed in Specialty Media Mode. Print speeds for Specialty Media Mode are noted in the productivity charts earlier in this document. Note that, if this is the case, it is due to the specific properties of the job and a service call is not recommended.

The specific papers that are supported at High Speed Mode, as well as any recommendations for drop size (Small, Medium, Large, Max), are identified on the Tested Substrate List.

Depending on the amount and type of ink coverage, specific jobs may not be supported in High Speed Mode, even on an approved paper. If offsetting is observed when printing a specific job on coated paper in High Speed Mode, remedies 1-3 described above should be followed. If incomplete drying is still observed, the job must be printed in Optimize for Color Rendering Mode (Standard Mode).

- **Tabs**

Paper based tabs are supported, with the following specifications:

- Tabs must be approved on the TSL.
- Printing is supported on both the body (face) of the tab sheet, and on the tab element itself.
- To enable proper printing on the tab element, a dc720 setup routine must be run for each tab stock. This routine uses the IIM to measure and record a rectangular tab region and the tab sequence. When printing on tab stock, the IIM checks the position of the tabs against the expected location, and a fault will occur if they don't match.
- The 3mm border erase applies to all edges of the tab stock, including the edges of the tab element.
- If the dc720 setup is not run for the specific tab stock, then the actual printable area for the tab stock is the overall tab stock envelope truncated by the tab width, and also truncated by the 3mm border erase on all edges. In this case, the tab width is defined as NVM60728.

- Tab stock should always be loaded in tray such that the tab elements are on the trailing edge as it passes through the feeder module.
- Printing on tab stock is enabled in both simplex and duplex modes.

### • Pre-Drilled or Punched Papers

Pre-drilled paper is supported with the specifications shown below. In general, if a specific paper is approved on the TSL, then a pre-drilled version of that paper is approved.

- Supported pre-drilled or pre-punched stocks include 3-hole Letter and 2-hole or 4-hole A4 papers.
- Papers with other hole patterns, such as multi-hole punched paper for coil bound or spiral bound applications, must be tested for runnability, and may not be supported.
- Drilled stock should always be loaded in tray such that the holes are on the leading edge of the sheet as it passes through the feeder module
- Because there is no hole validation check, no printing or jetting will be permitted on, or near the holes. The System designates the drill zone as an erase zone (no marking or jetting), during both the simplex and duplex printing process. The drill zone is independent of the 3mm border erase feature.
- Printing on drilled stock is only allowable within the body region of the stock. The actual imaging area for drilled stock is the overall drilled stock envelope truncated by the erase zone, or the larger of either the drill zone width or the border erase on the edge with the holes.
- Printing on drilled stock is available in simplex and duplex mode.

### • Pre-printed Forms

Offset pre-printed shells (forms) are supported but must be on an approved media from the TSL. Additionally, before use in production, the offset pre-printed shell should be tested. Depending on its location, a logo or other pre-printed image on the form may interfere with the System's paper path sensors. A pre-printed shell may need to be loaded in a particular orientation or the operator may need to bypass a machine fault to enable the form to be used.

### • Unsupported Media

The Baltoro System does not support the following specialty media types: envelopes, windowed stocks, reinforced, transparencies, Mylar, digitally pre-printed shells (toner based) or adhesives backed labels.

### • Stock Library

The Stock Library is maintained at the Press's User Interface. The Stock Library shortcut button opens a window for operators to view all stocks and media defined for use on the System. From this window, it is possible to add, delete, and generally manage all stocks and media for use on the System. This library makes it easy to set up all stocks that are planned for use so operators can quickly select them when needed for a print run.

The TSL is the source of record for all stocks recommended for use with this press.

### • Use of Unqualified Media and Custom Cut Media

Usage of unqualified or non-recommended media that is found to cause damage to the device, increased maintenance, and/or increased service costs, is not covered under your FSMA or maintenance agreement. Media usage can be managed by moving to a comparable paper with better performance from our TSL and if you have any questions or need a recommendation from the TSL, please consult with your Xerox analyst; otherwise,

continued use could result in billable Xerox service activity at current Time & Material rates.

Image registration, image quality, and machine reliability can be adversely affected when custom-cut paper is inaccurately cut, or is of poor quality, or when loose paper fibers are present on the cut edges. Your use of custom-cut paper that is found to cause damage to the device, increased maintenance, and/or increased service costs, is not covered under your FSMA or maintenance agreement. Any device performance problems caused by the use of such paper, if repairable, could result in billable Xerox service activity at current Time & Material rates.

- **Paper Storage and Handling**

The best produced paper can be rendered useless if it is not properly packaged, shipped, and stored. Proper care should be used to protect all paper stocks from moisture, contamination, and physical damage.

Paper should be stored on pallets, shelves or in cabinets. If cartons or individual reams are to be stacked, proper care in handling is necessary to avoid damages to edges and corners.

The optimal storage location should be environmentally controlled and void of extremes in temperature and humidity. Avoid opening ream-wrapped papers until it is ready to be loaded into the press.

- **Image Quality**

This section provides information on the System's performance with respect to print quality; however, you should use the print samples provided and the output from the testing of your own applications to validate for yourself that Baltoro HF System will meet your expectations in this area.

In addition, the best results will be obtained when pieces are designed with the capabilities of the System in mind.

- **Critical Aspects of Image Quality**

- **Drop Sizes**

There are four drop size modes, or ink use modes, optimized to enable the operator to make the best cost/quality for the application being printed:

- Small** – Optimized for reasonable IQ with aggressive ink savings
- Medium** – Default optimized for best IQ with conservative ink usage
- Large** – Best for good color gamut with reasonable ink usage
- Maximum** – Maximizes color gamut

Drop sizes should be used along with profile ink limit to optimize the ink usage for any given image quality needed. The drop sizes will affect both the text and the graphics and images, whereas the ink limit will only affect the graphics and images and will have no effect on black text. The defaults ink limits for each of the four drop sizes have been set up to produce a wide variety of ink usage and thereby color gamut. The largest drop size will use the most ink and have the widest gamut. The smallest drop size will use the least amount of ink and will have the smallest gamut.

All drop sizes may not be supported on a specific paper type. Refer to the TSL for any drop size limitations that may apply to specific papers. Key specifications for drop size usage include:

- In the Base Configuration, approved coated papers can use Small and Medium drop sizes only.
- With the Color Accelerator configuration, coated papers can use all drop sizes unless otherwise specified on the TSL.

- If the speed license is enabled, when printing uncoated or inkjet treated papers in High Speed Mode, jobs can be run with Small and Medium drop sizes only.

- *Color Rendering*

The Xerox HF Inks have been designed to work best with inkjet treated and coated stocks. Uncoated media without an inkjet treatment may not be as vibrant as uncoated inkjet treated media. There are default profiles for each of the four drop sizes for inkjet treated and uncoated stocks. The best color rendering for these types of media can be achieved by building a custom destination profile with the intended paper and the drop size and ink limit combination desired. Because the ink/media interactions are very critical for coated stocks, custom destination profiles for coated stocks must be created for each coated media. Custom destination profiles can easily be created from the FreeFlow Print Server and use the Inline Spectrophotometer to optimize the color rendering for the media.

Patented Multibit Vector Half-toning algorithms take full advantage of print head 1200 dpi resolution and bit depth to provide step-free sweeps and vignettes. Ink Density Optimization using the Integrated Imaging Module (IIM) can be run on any media to automatically adjust each page for optimum uniformity.

- *Artifacts Near Sheet Edges*

Image Quality artifacts (such as blurring of images, lines, or text) may be more noticeable within 10 mm of any sheet edge (Lead, Trail, Inboard, or Outboard). Jobs that contain text, images, or lines within 10 mm of a sheet edge should be tested to confirm that image quality meets the requirement of the job. These artifacts can be improved by moving critical text or images further in from edges or by using oversized sheets which are cut to finished size.

- *Lines Quality*

The System can print solid lines down to 0.12 points and is able to maintain the relative differences in point size widths for lines as narrow as 0.24 and 0.36 points.

- *Text Quality*

Black text quality is excellent for sizes as low as 4 point. Color text and text reversed out of tints will hold good edge quality down to 6 point. The System does not require the addition of cyan or other colorants to black to achieve a good black. However, it is an available option which in some cases can increase the text density.

- *Missing Jet Detection and Correction*

The Baltoro System can automatically compensate for missing jets during print runs. Missing jet detection is automatically performed by the Press, using the IIM, which scans a test pattern that is printed at a user-defined frequency, e.g. every 250 sheets. If the IIM detects missing jet(s), the System will compensate for them, without the need for any manual intervention by an operator. There can be a delay between detection and when compensation is applied, based on processing time.

Missing jet correction utilizes adjacent jets to “mask” the missing jet until a purge can be completed and the missing jet can be restored. Missing jet correction will be applied at all levels (Small, Medium, Large, and Max).

Missing jet correction may be less effective when printing higher density images at the larger drop sizes (e.g. Large and Max). This is because there are fewer opportunities for an adjacent jet to be used for compensation, since most of the jets are being utilized to produce the high-density image. For these and other quality-sensitive jobs, it is advised that an operator periodically perform quality checks to visually inspect during a Press run. Missing jet correction may also be less effective on gloss coated papers. There may be circumstances when the missing jet correction routine is ineffective, and a purge is required.

Baltoro provides operator accessible setpoints for missing jet notification. Key features of this capability include:

- The System will raise an alert to the operator when the number of missing jets or number of adjacent missing jets exceeds a threshold.
- This threshold varies by color due to differences in visibility or severity of a missing jet for each color.
- The default value for these thresholds is set to a level at which missing or adjacent missing jets may cause objectionable print defects.
- These thresholds maybe lowered by the operator for a job with high sensitivity to missing jets or raised by the operator for higher system productivity when there is less sensitivity to missing jets.
- The operator may choose to have the press automatically stop printing a job when this alert is raised or may allow the Press to continue to run while monitoring missing jet counts measured at each correction interval.

It is expected that some missing jets may be present and uncorrected at startup and will accumulate in between correction intervals (i.e. when the System checks for missing jets).

- *Color Uniformity – Print Head Overlap Zone*

Color uniformity may vary across each printhead of each color. Non uniformity is most severe when running consistent, repeated pages of high ink coverage. If this occurs, the artifact is most noticeable in areas where printheads overlap, approximately 4.5 inches (114 mm) from the inboard and outboard edges of the imageable area. To minimize severity, the use of automated Run Time Density Optimization option during printing at the lowest possible interval is recommended.

- *Other Artifacts*

As with any printing process, artifacts will occur on the System. These include streaks, missing jets, corduroy, banding, graininess, spots, and deletions. For most jobs and clients, the expected level of artifacts is within the normal operational and component quality ranges of the System and will not affect the acceptability of the job. Maintenance procedures including purging are available to mitigate these artifacts. Random artifacts will occur, but at much lower rates than other color printing technologies. Artifact-sensitive jobs should be monitored. Using products on the Tested Substrate List and maintaining your environment will also help to minimize the occurrence of these artifacts. Coated stocks may exhibit higher level of graininess; severity of graininess would depend on factors such as characteristics of the coating and paper weight.

- *Trapping*

The System allows you to be flexible and have full control of trapping. In some cases, trapping will be required due to the precise nature in which the edges of the objects are rendered. Trapping is provided at the Freeflow Print Server front end with parameters optimized for System characteristics.

- *Proofing*

Color rendering technology offers the ability to control the tradeoff between color gamut and amount of ink used for any job. Press proofing is recommended as providing the best match to production. The System is not designed or recommended as a proofer for any other presses. Ensuring consistent RIP parameters and following the prescribed maintenance procedures including calibration will enable the closest match to the proof.

- *Profiling*

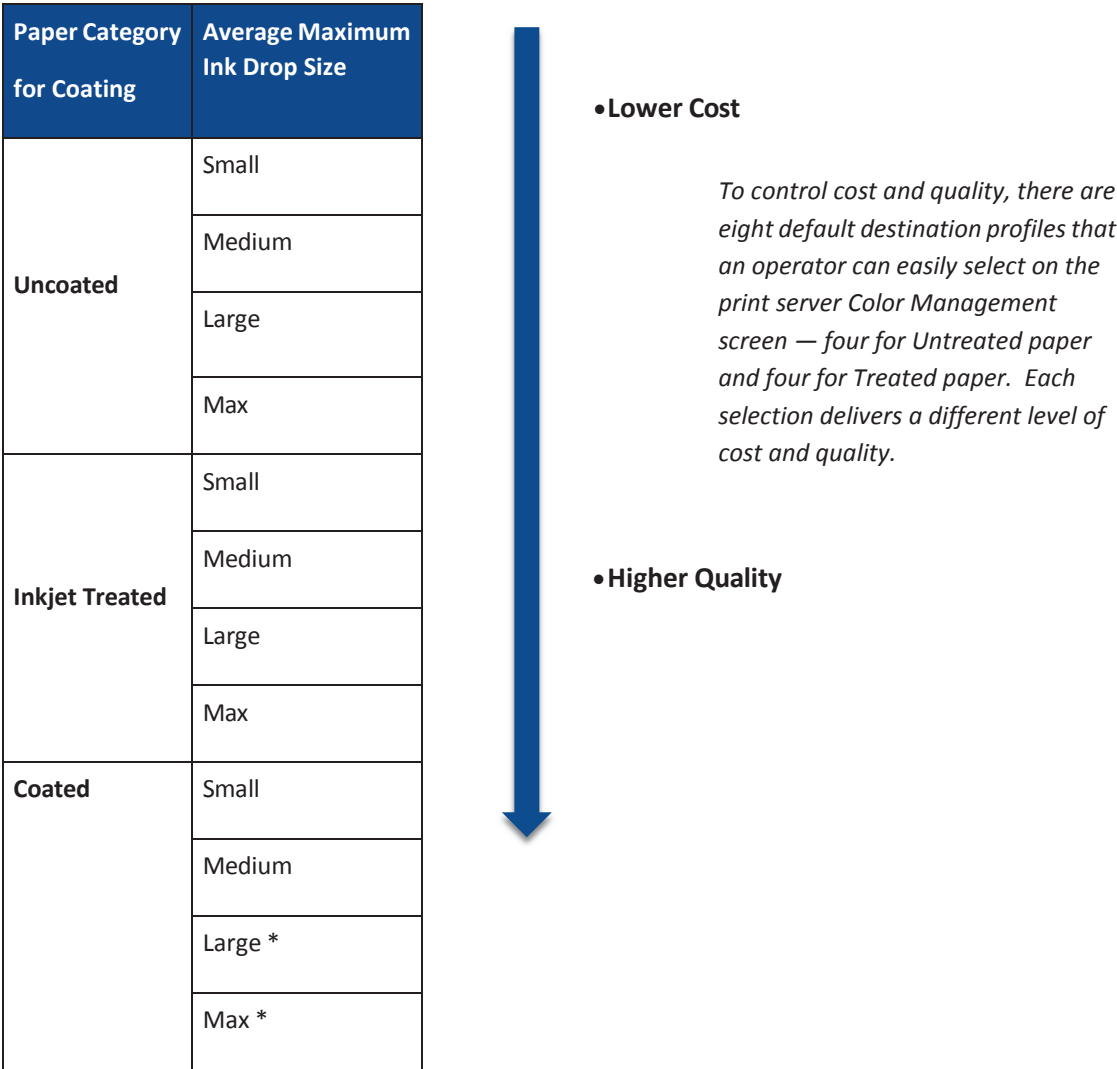
For Inkjet Treated and Uncoated media, you can select from predefined profiles or create custom profiles. For all coated papers, ink coverage and ink limits are critical factors in ensuring both overall Image Quality and ink drying. Therefore, for validated coated papers, the TSL will specify drop size recommendations for each media.

There are default profiles for each of the four selectable drop sizes (Small, Medium, Large and Max) for both inkjet treated and untreated plain papers. These profiles have been developed to work well with a variety of papers in each of these two paper categories. The ink limits for each of these profiles has been optimized to provide easy selection for production operators who may not have the advanced skills needed for sophisticated color



management. The operator has only to select a predefined profile for a job to set the quality and cost for each print run. In general, the larger the drop size selected, the more vibrant the print but the more ink will be used.

The chart below shows the options from low cost to high quality:



\* For Coated media, Large and Max drop are only available with the optional Color Accelerator.

Because papers can differ widely, customers may want to create custom profiles to achieve a certain look on a particular paper that is different from what the standard defaults provide. This is done by creating a new destination profile with the ILS. This is done directly from the FreeFlow® UI. There are three easy steps to follow:

1. Select the stock.
2. Select one of four possible settings for drop sizes:  
Small, Medium, Large, and Max.
3. Select the ink limit.

The default ink limit is the same as the ink limits in the default profiles for the paper and drop size selected. The ink limit can be adjusted higher (for more vibrancy) or lower (for cost savings). For a given paper type and drop size, the System will impose the maximum ink limit that can be selected. This is to avoid possible paper path contamination because of too much ink being used. The maximum ink limit varies by paper type, e.g. uncoated or inkjet treated. Therefore, it is extremely important that the appropriate paper type is entered when adding a

stock, and that the press interface GUI indicates the correct paper type. For example, if the operator does not enter the correct paper type and applies an ink limit designed for an untreated paper to what is actually a treated paper, too much ink will be applied and paper path contamination could result.

For coated media: the default ink limits for creating custom profiles are set up to mirror the settings of uncoated. The operator has the flexibility to adjust both drop size and ink limit to achieve desired image quality and the IQ / cost tradeoff.

Because paper coatings can have a significant effect on Image Quality, there are no default profiles for coated stocks. The operator should create a custom destination profile on the specific TSL recommended media they wish to print on. As with the uncoated and inkjet treated stocks, the default ink limits for each drop are designed to enable the operator to make the best cost/quality tradeoff for their application by selecting the appropriate drop size with its default ink limit.

## • FreeFlow® Print Server (FFPS)

FreeFlow® Print Server (“FFPS”) works as the Digital Front End for the Baltoro System, rasterizing incoming files and providing a number of other critical functions for print processing. The print server:

- Receives print jobs from various sources—over the network or directly at the server
- Organizes the jobs into queues for efficient processing
- Interprets incoming print files and converts them into a raster format so that the print engine can process them
- Applies printing parameters to each job
- Allows the operator to manage jobs (Set IQ parameters, change Job Properties, and Hold and Release)
- Allows the operator to manage color processing and image quality for jobs and queues

FreeFlow® Print Server handles a wide range of network connections and data streams. Since this print server supports most Xerox printers, it offers customers a common workflow and a common UI for all document production.

This server also integrates with FreeFlow® Core, a suite of workflow applications that can connect the Xerox Cut Sheet Inkjet System to a customer’s entire operation with a host of automated solutions. With FreeFlow® Core, customers can implement a more efficient print manufacturing process with more exciting revenue opportunities and fewer unnecessary costs. Xerox FreeFlow® Core is a total solution for automated print production, including JDF/JMF connectivity to external systems, as well as workflows for conversion, preflight, image enhancement, imposition, and print job web submissions. For more information about FreeFlow® Core, see <https://www.xerox.com>.

Version 24 of FreeFlow® Print Server supports the Press. This version features hardware enhancements with a faster CPU, and more memory. In addition, the Web UI provides remote access from any Windows PC or Mac with a specified web browser.

The total time consumed to print a variable data job will vary as a function of variable coverage and element demographics (size and percentage of variable text vs. images/graphics). Overall, System performance is dependent upon many factors, including the variable data application and workflow, network environment, image quality settings, and RIP and print rates. Under certain circumstances, use of large, high-resolution images printed page-to-page in variable data applications will degrade RIP performance, in some cases to a degree which may affect System throughout.

- Freeflow® Print Server Specifications

Hardware Item	Specification / Note
Server	Dell PowerEdge T640 server
Processors	2 x Intel Xeon Gold 6126, 2.6GHZ, 19.25M, 125W, 12C/24T
Platform OS	Windows 10
System Memory	64 GB (8 x 8GB 2666MT/s DDR4 SDRAM)
Hard Drive	6 x 1.2TB 10K RPM SAS 12Gbps, 512n
CD Drive	One (1) DVD+/-RW, SATA Drive, Slimline
Access	DELL USB Keyboard, mouse, and flat panel monitor
Removable Hard Drive	Optional
Stand (Caster Kit)	Optional

- **Web UI Browser Requirements**

To access the print server remotely, a PC (Windows 7 or higher) or Apple Mac computer can be used, with one of the following web browsers set forth below. No other software is required.

- Internet Explorer 10 or higher
- Firefox 37 or higher
- Chrome 42 or higher
- Safari 7 or higher

- **Adobe PDF Print Engine**

The FreeFlow® Print Server version 24.0 incorporates Adobe PDF Print Engine version 4.4 as a standard licensed feature. Adobe PDF Print Engine provides true native rendering of PDF files, using common rendering with the Adobe Creative Suite. This technology ensures output matches the creative vision, including effects such as live transparency, blending modes and drop shadows. The integration of Adobe PDF Print Engine also takes advantage of the unique strengths of FreeFlow® Print Server, including color profile and spot color table accuracy and the high performance of the Parallel RIP.

The rendering engine in FFPS 24.0 uses APPE for all data streams including legacy PDF jobs with overprint and black overprint. The Adobe PDF Print Engine path can result in visual output and performance differences based on job characteristics. The FreeFlow® Print Server uses the Adobe PDF Print Engine for PDF processing, the queue can continue to accept and process jobs in other traditional formats such as PostScript and VIPP. It is required that key applications be tested through the file test group to evaluate quality and performance prior to implementing.

- **Licenses**

The Xerox FreeFlow® Print Server has the licensable features set forth below. These features may come standard or have an associated price depending on your geographical region. A service technician will activate your selections by supplying the license string, expiration date, and print engine serial number.

- Server – Base application
- CID Fonts (not available in all geographies)
- AppleTalk Gateway (not available in all geographies)
- VIPP\* (i.e., VI Compose)
- Preflight
- Adobe Native PDF Decomposer
- IPDS
- LCDS

- The VIPP® features require a license and have fees associated with it. A demonstration version of VI Compose software is included with the base System. This version without a license will function in demonstration mode with full functionality, allowing customers to submit and print VIPP jobs. Only the first 200 pages of any VIPP job will print. To remove this page limitation, the VIPP License Feature needs to be enabled.

- **Supported Print File Formats**

The print server supports the following file formats:

- PDF up to version 1.8 (Acrobat 9); including PDF/VT-1, PDF/X-1a, PDF/X-3, and PDF/X-4
- IPDS
- Postscript level 1, 2, and 3
- JPEG
- TIFF v6.0, native and multi-page, TIFF-IT is not supported
- PPML
- VI Compose (Optional) – AKA VIPP
- LCDS \*

\* Highlight Color LCDS is not supported by Baltoro. If printing Highlight Color LCDS files on Baltoro, output will be black only and will not reproduce the requested color. To achieve full color output from a Highlight Color LCDS application, a transform or converter may be required.

The following print file formats are not supported natively and require conversion:

- ASCII
- PCL

## • Running Antivirus Software

If a customer decides to install an anti-virus product on its FreeFlow® Print Server, the customer is responsible for maintaining updates to the product. If System reliability and performance issues are subsequently reported, Xerox, before attempting to diagnose or troubleshoot the problem, will request the product be removed and the problem be replicated.

The following antivirus software can be installed on FreeFlow® Print Server and has been validated by Xerox:

- Symantec™ Endpoint Protection 12.1.5
- McAfee Complete Endpoint Protection—Enterprise

Note: Only Virus and Spyware protection should be enabled with these products. Firewall and other tools should not be used with FreeFlow® Print Server.

## • Security

You are responsible for assessing the security risk for their environment and defining appropriate mitigation that may include changes to the default settings of the Xerox equipment or standard operating processes. Xerox understands the importance of maintaining a secure network environment and recommends that customers change the default “built-in” passwords and modify the security-related configuration options to satisfy their site-specific security requirements upon completion of System installation. Xerox is committed to helping the customer keep the print server secure and compliant with the latest security requirements. This is managed via a Security Audit Process.

For more guidance on implementing security, see <http://www.xerox.com/security>

Xerox monitors alerts announcing new security vulnerabilities. These alerts are evaluated for impacts to the System and software. All patches applicable to the print server products are prioritized based on severity, System tested, and integrated into SPAR releases.

Xerox’s Technical Service organization will install SPAR updates on your FreeFlow® Print Server. Please contact your support Analyst or the Xerox Welcome Center for information on the applicability and availability of security patches. The System cannot be patched or upgraded while operating/printing.

- **Disposal of Hard Drives**

Some IT communities may request information on the handling of hard drives when equipment is returned to Xerox. They may also ask for a Statement of Volatility (SOV) or a Letter of Volatility (LOV). These documents are available for both the FreeFlow® Print Server and the Print Engine. Contact your Xerox analyst or sales representative for further details.

In the event of hard drive failure, or a return of the printing System to Xerox, the customer is responsible for assessing the risk of “sensitive data” having been captured by the FreeFlow® Print Server and Print Engine hard drives. Sensitive data includes Personal Health Information (PHI), Personally Identifiable Information (PII), and Payment Card Information (PCI). If you have any concerns about exposing such data outside your secure environment, contact your Xerox analyst or sales representative and inquire about the hard drive removal service offering.

- **Windows Utilities**

**Proxy Setup** – FreeFlow® Print Server proxy setup can be configured through Windows Internet options under Control Panel.

**Network Setup for CFA** – A Web proxy support in Windows based FreeFlow® Print Server system to push the CFA data from PSIP System to the Xerox servers. An Apache HTTP server is used as Web proxy server in the FreeFlow® Print Server system. Apache HTTP server is deployed in FreeFlow® Print Server system as a Windows service to forward the proxy request from PSIP to Xerox Network.

**Network Settings** – FreeFlow® Print Server Network setting can be configured through Windows Network and Sharing Center.

- **FreeFlow® Print Server Local and Remote UI**

FreeFlow® Print Server version 24.0 has an all new web-based U I. The UI runs in Microsoft Internet Explorer (IE) on the local machine with the browser controls hidden. The Web UI is compatible with IE 10.0, Chrome, and Firefox. The UI can be accessed remotely using any of these browsers without requiring any additional software to be loaded on the remote machine. The UI is accessible from smart phones and tablets as well, but the full functionality may be limited.

- **Xerox FreeFlow® Workflow Solutions**

A variety of workflow solutions software is available from Xerox, enabling capabilities such as Web to Print, Prepress, Job Management and Variable Data Publishing. Examples of these workflow software products include, but are not limited to, the following. For additional information, please refer to Xerox.com.

- **Web to Print**
  - o XMPie® StoreFlow™
- **Prepress / Output/Job Management**
  - o FreeFlow® Core
  - o FreeFlow® Makeready
- FreeFlow® Output Manager™
- **Variable Data**
  - o FreeFlow® Variable Information Suite
  - o Compant DocuBridge™ Suite
  - o GMC Inspire™

- o Solimar Post-Composition Document Re-Engineering Solutions

- **Other Xerox and 3rd Party Solutions**

Many other Xerox (e.g., XPAF) and third-party software solutions are also available for use with the Baltoro System that can be obtained via 'The Xerox Connection'. These solutions enable functionality such as Device Management, Cost Control/Accounting, Output/Job Management, Variable Data, Web to Print, Host Connectivity, etc. For more information, please contact your sales representative regarding solutions and pricing available from The Xerox Connection.

- **Consumables**

Xerox supplies are engineered specifically for use in the Baltoro System and provide the highest image quality, maximum machine productivity and efficiency. The quantity delivered with the press, the recommended initial order quantity, and yield estimates are shown in the table below.

Order Number	Description	Starter Quantity	Recommended Order Quantity	Life Expectancy	Comments
008R13256	Black Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13257	Cyan Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13258	Magenta Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13259	Yellow Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13255	Aqueous Wiper Fluid	1	2	200,000 images per bottle	One 10L bottles per pack (10L total) Fluid yield may vary



Order Number	Description	Starter Quantity	Recommended Order Quantity	Life Expectancy	Comments
008R13260	Waste Bottle	2	None	n/a	Empty Wiper Fluid bottles can be used as waste bottles
003R11543	11" x 17" Xerox Bold	1	None	500 sheets	003R11543
003R11540	8.5" x 11" Xerox Bold	1	None	500 sheets	003R11540
003R11542	8.5" x 14" ColorXPR+	1	None	500 sheets	003R11542
502S11633	Flushing Fluid	1	None	6 months estimated supply	1L bottle (Replenished by Xerox Service)
600T00563	Safety Goggles	1	None	n/a	Customer may procure on their own from a retailer when needed
099P3228 (M)) 099P3229 (L)	Nitrile Gloves	1 box of 100 1 box of 100	None	n/a	Customer may procure on their own from a retailer when needed

Life Expectancy (ink yield) will vary based on area coverage, drop size, profile, and purge frequency. Initial supply order recommendations equate to roughly two months' inventory when printing documents with approximately 30% total area coverage, with Medium profile and default ink limit in a 1x5 operation producing 1M impressions per month. Higher print volumes will require additional levels of inventory.



To ensure proper performance, Baltoro HF Ink must be stored unopened, protected from direct sunlight, and at temperatures between -10°C to +40°C (+15°F to +104°F).

Baltoro HF Ink has a shelf life and expiration date. Do not use ink that has expired as this may damage the print heads. Ink must be used within 18 months of the manufacturing date. This date may be found as the Lot number, in the format YYMMDD, on the ink bottle label and/or the outer shipping box. An example ink bottle label is shown at left, in which the Lot number of 200414 corresponds to manufacturing date of April 4, 2020.

To order ink, aqueous wiper fluid, or waste bottles, call the Xerox Supply Center or order on-line from Xerox.com.

Safety goggles and nitrile gloves can be purchased by Xerox's U.S. and Canadian customers through Xerox by calling 1-800-828-5881. All other customers can purchase them by contacting their local Xerox service representative.

Empty Aqueous Wiper Fluid bottles can be repurposed as Waste Bottles when they are empty. Removing the Wiper Fluid label will expose a waste label underneath. However, since Waste Bottles are likely to fill at a faster rate than Wiper Fluid bottles are consumed, spare Waste Ink bottles should be ordered and kept on hand.

It is not necessary to order flushing fluid, as this will be replenished by your Xerox service representative.

The paper noted above is an initial supply shipped with the Baltoro System and is not replenished by, or reordered through, Xerox.

- **Safety Considerations for the Ink**

Xerox will deliver to you certain Safety Data Sheets (SDS) required under the Occupational Safety and Health Administration Hazard Communication Standard in electronic form (via email, pdf file, CD, or such other electronic form), which you consent to such electronic delivery via your signature on this CED. At any time, you may withdraw your consent for electronic delivery of the SDS by notifying your Xerox account representative and allowing reasonable time for Xerox to process this withdrawal. In addition to printing a paper copy of the electronically-provided SDS, you can also download the latest SDS from <https://safetysheets.business.xerox.com>, or request a paper copy of the SDS be mailed to you by contacting your Xerox account representative. Or, US and Canadian customers can call Customer Service at 1-800-ASK-XEROX.

- **Disposal Process**

The Baltoro Press uses aqueous inks that are not regulated as hazardous waste in the United States under 40CFR261 or in the EU according to the Directive 2008/98/EC of the European Parliament and of the Council of 19 November 2008 on waste and repealing certain Directives (as amended - including by Directive (EU) 2018/851); European Waste Catalogue code 08 03 13. Please consult with your local waste disposal authorities for additional information.

## • Customer Expectations Agreement

Prior to signing an order or agreement for a Baltoro System, a review of the Xerox® Baltoro™ HF Inkjet Press CED is required. This document lets you know what to expect in terms of product features and product performance, as well as what Xerox expects of you. It is used in conjunction with the agreement under which you are acquiring the System from Xerox.

1. I have reviewed and understand capabilities and considerations of product operation.
2. I understand the expectations for System availability and productivity.
3. I have viewed a representative output sample from the Baltoro HF System and the print quality is acceptable for the needs of my organization.
4. I understand that my organization is responsible for the following activities identified in the Customer Expectations Document. Note that as part of the structural inspection process, Xerox **strongly recommends** that customer retain a structural engineer to inspect and approve the site:
  - a. Ensuring provision of space and siting for the System that meets Xerox requirements, including environmental controls and the completion and execution of the HVAC Inspection Certification and Site Checkout Proforma document included in the IPG.
  - b. Completion and execution of the Floor Loading Certification and Authorization for Delivery document included in the IPG.
5. I have installed / plan to install dedicated, grounded electrical supply.
6. I agree to provide a connection to the Internet to enable remote support services.

We appreciate your time in reviewing this document and would like to welcome you as an important customer of  
Xerox® Baltoro™ HF Inkjet Press.

Xerox Confidential, Do Not Distribute

I have reviewed and acknowledge agreement with this document:

Date\_\_\_\_\_

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Customer

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Xerox Sales Representative

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Xerox Field Manager Technical Support

## ATTACHMENT 15 – XEROX BALTORO CUSTOMER ACCEPTANCE FORM

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

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

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

**Purchasing Entity** : \_\_\_\_\_ Date: \_\_\_\_\_

Xerox Corporation: \_\_\_\_\_ Date: \_\_\_\_\_



## ATTACHMENT 16 – XEROX BALTORO SOW

# Statement of Work

## 1.1 Goals

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

Xerox Project Management Resources:

- Implementation Plan
- Customer Acceptance Criteria

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

- Professional Services Analyst (“Xerox PSA”)
- Production Color Consultant (“Xerox PCC”)

## 1.2 Project Objective and Scope

- The scope of the Project is limited to the installation and implementation of the Solution in conjunction with, and supporting workflow included within this SOW (“Project”).
- Initially agreed upon applications which have been tested and validated for production readiness by Customer and Xerox and which are outlined within Attachment R (Baltoro Customer Acceptance Form).

## 1.3 Xerox Deliverables and Expectations

### 1.3.1 Project Management

Xerox will conduct the necessary Project planning for periodic status reporting, issues management, and Project change management related to the installation of the Solution (“Project Management”). Project Management activities will continue from pre-install of the Solution to Acceptance and Sign-off as identified in this SOW.

Project Management support is provided for the implementation of the identified Solution within the Baltoro Order only; all other elements unrelated to the Baltoro Order are outside the scope of this SOW.

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

- Provide regular status and progress reports and will work with Customer’s designated Project manager / focal point to follow-up and coordinate tasks assigned to Customer’s personnel .
- Manage the core Project team to clearly define the Project’s scope, goals and timelines.
- Monitor the life cycle for the Project and each sub-project.
- Develop and deploy a communication plan for the Solution.



- Manage and coordinate all activities required for successful implementation of the Solution, using tools and checklists provided to Customer.
- Create and provide a detailed implementation plan / timeline with dates and responsible parties (the "Implementation Plan").
- Provide coordination of delivery, installation and implementation of the Solution.
- Ensure Customer signs off at conclusion of Project and / or sub-projects.
- Monitor progress to ensure that application support activities are delivered as outlined in this SOW.
- Conduct a post-implementation steady state transition meeting.

### 1.3.2 Project Resources

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

### 1.3.3 Installation Planning

Xerox has provided Customer the Installation Planning Guide (the "IPG"). This document summarizes most technical requirements related to the physical installation of the Solution. In particular, Xerox will:

- Specify the infrastructure that Customer will need to make available for successful installation of the System.

Prior to installation, Customer will need to sign a HVAC Certificate and Floor Loading Certificate (signed by building owner) indicating that the facility meets or exceeds the specifications identified in those documents, which are included in the IPG.

### 1.3.4 Site Review

Prior to installation, a formal site review will be conducted. As part of the site review, Xerox will perform the following tasks for the Xerox-provided elements of the Solution:

- Arrange and participate in a review of the installation site as per requirements contained in the IPG.
- Provide consulting support for the site modification, including space, floor strength, environmental, electrical and networking requirements.
- Validate delivery path and coordinate delivery schedule dates.

### 1.3.5 Workflow Components

#### 1.3.5.1 Golden Jobs

As part of the standard order process, Xerox has identified and tested up to three (3) golden jobs that are representative of Customer's jobs (the "Golden Jobs"). Xerox will request that Customer sign 3 sets of the Golden Jobs samples that show the print quality required.

Once the System is installed at Customer site, Xerox will run the same jobs again and request that Customer sign four (4) copies of the Golden Jobs printed on their System installed at Customer's facility in order to indicate that the print quality provided by the installed System meets or exceeds that of the original Golden Jobs printed prior to delivery / installation. Then, Customer will sign off on Attachment 15 (Baltoro Customer Acceptance Form) to indicate "Customer Acceptance."



Customer will keep copies of both printed sets of Golden Jobs for future comparative reference.

- Customer will ensure that the agreed-to production print-ready files and required resources for testing are made available during installation as per Project timelines. All print applications that are referenced in Attachment 15 (Baltoro Customer Acceptance Form) will be available prior to the signing of the Order.
- In addition to the standard stock and consumables required for installation, as defined in Attachment 14 (Sample Baltoro Customer Expectations Document), Customer will provide the following stocks that have been identified below for use during installation:
- [ input Golden Job Media]

## 1.4 Activities

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

### Consulting Support

During the installation process, the Xerox PSA will work with Customer as follows:

- Provide necessary consulting to support the integration of the Solution within the Customer's existing network environment.
- Aid in initial application migration within the implementation timeline of the Project.
- Reproduce Golden Jobs after installation on the System.

### Workflow and Hardware Training

The Xerox PCC will provide training for up to four (4) operators, for up to one week delivered in a single session, that will include the use of FreeFlow Print Server and color adjustment tools included with the Solution, as well as the overall print quality management. Training also encompasses tasks and exercises designed to ensure proper use and maintenance of the Solution. Tasks can include, but are not limited to, cleaning and maintaining the printer, paper handling, print quality inspection, and printer safety.

### Operator Coaching

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

### Additional Workflow or Hardware Training

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

and any additional training and quotes for such custom training plan or additional training will be provided outside of this SOW.

### 1.4.1 Service Enablement

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

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

- Lead the Installation Team with the set up and installation of the Solution.
- Work with the CSEs to ensure they are able to complete service repairs, adjustments and set-ups.
- Facilitate resolution of any product problem / issue to product design intent.

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

## Client Responsibilities

### 2.1 Overview

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

- Designate a Project manager / focal point to follow-up and coordinate tasks required of Customer's personnel.
- Provide the necessary personnel to carry out all Customer-related actions and tasks for the Project, and to work with Xerox on joint actions and tasks.
- Allow access to the appropriate IT staff needed to enable Xerox to implement, configure and test the Solution in accordance with the agreed-upon requirements.
- Arrange for designated operators to attend the operator training sessions as scheduled in this Project.
- Provide the required infrastructure, including, but not limited to, floor space and utilities, to allow Xerox to implement, configure and test the Solution in accordance with the agreed-upon requirements and Project timelines.
- Provide the hardware, software and licenses for required critical workflow components and arrange for the installation of upgrades and updates of those components if required for the expected high performance of the Solution.
- Prepare and make available the required features, software licenses and system settings required in existing servers to integrate the Solution into Customer's current production workflow.



- Provide Xerox's Installation Team with access to the installation site as per install schedule; including the required arrangements for daily overtime and weekend work as mutually agreed by the Project Team.
- Be solely responsible for the security of its data, and for all back-up measures related to such data and all software in Customer's environment, including on the System.
- Prepare and implement additional workflow procedures to best optimize the performance of the Solution.
- Prepare and implement all color management procedures and practices that are enabled by the system capabilities of the Solution. These procedures will be covered in operator training.
- Retain responsibility for ongoing data quality.
- Be responsible for deploying of all required processes and procedures of the Solution to its users, and managing the introduction of new working practices.
- Make available an external internet connection for mandatory Xerox remote service implementation. Specific information will be supplied in the IPG.
- Ensure Customer's production staff is responsible for reporting any problems and issues to the Xerox Welcome Center (1-800-821-2797). The Welcome Center will get you to a solution product specialist who will work with trained operators to provide immediate solutions or dispatch a local CSE as required.
- Provide production planning schedule information (e.g., jobs, volumes, ramp up, dates, etc.) as required.

## Acceptance and Signoff

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

## Signatures

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

**Purchasing Entity** [Customer Name]

_____	_____	_____
Name	Signature	Date

**Xerox Professional Services Analyst**

_____	_____	_____
Name	Signature	Date

## EXHIBIT B

### SERVICES MASTER AGREEMENT

**THIS SERVICES MASTER AGREEMENT NO. TECHS-202475438 (XEROX # 7192403)** is between Xerox Corporation (“**Xerox**”), a New York corporation with offices at 201 Merritt 7, Norwalk, CT 06851-1056, and City and County of Denver (“**Customer**”), a Colorado consolidated City and County with offices at 201 W. Colfax Ave., Denver, CO. 80202.

### AGREEMENT STRUCTURE

Products and Services acquired hereunder are acquired under the auspices of the NASPO ValuePoint Master Agreement (“Master Agreement”) #187800 between the State of Colorado (State) and Xerox Corporation. Therefore, the terms and conditions of the Master Agreement, inclusive of the Colorado Participating Addendum and any exhibits or applicable attachments thereto, are incorporated by reference into this 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. 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. **Equipment** means Xerox-brand equipment.
- t. **Equipment Payment** means the equipment only portion of the payment, less the Service and Supply Base Charge.
- 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 Agreement** means an agreement whereby Xerox provides monthly maintenance services which may include parts, supplies and preventative maintenance on purchased, leased, or rented Equipment, as applicable.
- cc. **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."
- dd. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- ee. **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.
- ff. **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.
- gg. **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.
- hh. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- ii. **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.
- jj. **Products** means Xerox Products and/or Third Party Products supplied by Xerox and provided to Customer pursuant to an Order.

- kk. **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.
- ll. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- mm. **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.
- nn. **Service and Supply Base Charge** means the minimum charge for a service and supply maintenance agreement, less any overage fees.
- oo. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- pp. **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.
- qq. **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.
- rr. **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.
- ss. **Software** means Services Software, Base Software and Application Software.
- tt. **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.
- uu. **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.
- vv. **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.
- ww. **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.
- xx. **Third Party Hardware** means non-Xerox brand equipment.
- yy. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- zz. **Third Party Software** means non-Xerox brand software.
- aaa. **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.



- bbb. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.
- ccc. **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 Xerox and Customer. 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 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, if applicable. Xerox's overtime rates, per the 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 45 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 45 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 45 days after the invoice date, or if Customer breaches any other obligation under this Agreement. If Customer defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/ or Consumable Supplies), may require immediate payment of (1) all amounts then due, including any interest on past due amounts (which is accrued at a rate of 1% per month on the outstanding balance) , and (2) any early termination charge set forth in the Master Agreement.

## 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 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, its Affiliates, and agents of both 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, its Affiliates, and agents of both 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, its Affiliates, and agents of both 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) are 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, which is based on a prorated amount of the months the product was in use). 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; 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 115 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 any applicable Order constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason other than Non-Appropriation of Funds, or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds.

## 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. 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.
- 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 void. 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, its Affiliates, and agents of both 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 the Master Agreement.

## 2.16. eCommerce Portal

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

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

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

## SERVICES MODULE

### 3. TERMS AND CONDITIONS SPECIFIC TO SERVICES

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

#### 3.1. Scope of Services

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be



entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay. Xerox grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services only for the purpose of such Customer and its designees receiving the benefit of the Services set forth in the applicable SOW.

### **3.2. Charges for Services**

Charges for Services are set forth in the applicable Order. Charges are based upon Master Agreement pricing information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then, upon mutual written agreement with the Customer, the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay, providing such charges are listed in the Master Agreement. If Xerox provides Services partial services, 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 use approved, authorized dealers, to perform any portion of the Services. Xerox shall remain responsible for any Services performed by their authorized dealers or Affiliates 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 for any reason other than Non-appropriation of funds or default by Xerox, Customer shall pay all amounts due as of the termination date, together with the early termination charges as outlined in the Master Agreement.

## **EQUIPMENT MODULE**

### **4. Terms and Conditions Specific to Equipment and 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.

#### **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 of Xerox; (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 their Affiliate) 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 Customer has purchased the Equipment up-front) ):
  - 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 any past due amounts with interest at the rate of 1% per month 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 their Affiliate 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 or reconditioned.
- b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only Xerox Cartridges purchased directly from Xerox or its Affiliates or authorized dealers or 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 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 calculate an estimated meter reading

based on the average reading of the prior three (3) months of actual usage. At no time will the estimated meter read exceed any prior month's actual usage. Appropriate adjustments will be made by Xerox in a subsequent billing cycle following your submission of actual and accurate meter readings.

#### **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 without charge, upon Purchasing Entity's request, with an identical device, or with a device of equal or greater value, that has comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, 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 5 year 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.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com <b>FAX (A/C No):</b> 1-888-467-2378														
<b>INSURED</b> Xerox Corporation 201 Merritt 7 Norwalk, CT 068511056	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Property &amp; Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C: Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER D: QBE Specialty Insurance Company</td><td>11515</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C: Indemnity Insurance Company of North America	43575	INSURER D: QBE Specialty Insurance Company	11515	INSURER E:		INSURER F:	
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INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: W37842426

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HDO G48900045	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H1082574A	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y	Y	XEU G2820176A 009	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WLR C72629309	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (E&O) Cyber Liability Retention	Y		QPL3360496	06/01/2024	06/01/2025	Limit: \$1,000,000 Limit: \$1,000,000 Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 02/21/2025 WITH ID: W37841991.

RE: Contract #: TECHS-202475348

Professional Liability Retro Date: 8/24/2001

SEE ATTACHED

## CERTIFICATE HOLDER

## CANCELLATION

City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Patricia A. Jones</i>
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ACORD 25 (2016/03)

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SR ID: 27327583

BATCH: 3844552

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Xerox Corporation 201 Merritt 7 Norwalk, CT 068511056	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cyber Liability Retro Date: 10/13/2006

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability where required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella/Excess Liability, Cyber Liability and Workers Compensation where required by written contract and as permitted by law.

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: SCF C72629346 EFF DATE: 01/01/2025 EXP DATE: 01/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. Each Accident	\$1,000,000
Employers' Liability	E.L. Disease-EA Empl	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000

**ADDITIONAL REMARKS:**

Policy mentioned above applies to workers compensation WC WI.

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: WLR C72629267 EFF DATE: 01/01/2025 EXP DATE: 01/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. Each Accident	\$1,000,000
Employers' Liability	E.L. Disease-EA Empl	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000



POLICY NUMBER: ISA H1082574A

1  
Endorsement Number:

COMMERCIAL AUTO  
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> Xerox Corporation
<b>Endorsement Effective Date:</b>

SCHEDULE

<b>Insurance Company:</b> ACE American Insurance Company	
<b>Policy Number:</b> ISA H1082574A	<b>Effective Date:</b> 01/01/2025
<b>Expiration Date:</b> 01/01/2026	
<b>Named Insured:</b> Xerox Corporation	
<b>Address:</b> 201 Merrit 7 Norwalk CT 06851	
<b>Additional Insured (Lessor):</b> Any Lessor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos":</b>	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ 5, 000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

**D. The lessor is not liable for payment of your premiums.****E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

Named Insured Xerox Holdings Corporation			Endorsement Number 36
Policy Symbol ISA	Policy Number H1082574A	Policy Period 1/1/2025 to 1/1/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

**SCHEDULE**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

\_\_\_\_\_  
Authorized Representative

POLICY NUMBER: HDO G48900045

Endorsement Number: 91

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: HDO G48900045

8  
Endorsement Number: 148

**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 12 19**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b>Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**Workers' Compensation and Employers' Liability Policy**

Named Insured XEROX CORPORATION 201 MERRIT 7 NORWALK CT 068511056	Endorsement Number
	Policy Number Symbol: WLR    Number: C72629309
Policy Period 01-01-2025 TO 01-01-2026	Effective Date of Endorsement 01-01-2025
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent



**Workers' Compensation and Employers' Liability Policy**

Named Insured XEROX HOLDINGS CORPORATION 201 MERRITT 7 NORWALK CT 068511056	Endorsement Number
Policy Period 01/01/2025 to 01/01/2026	Policy Number Symbol: WLR Number C72629267
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 01/01/2025
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.  
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured XEROX HOLDINGS CORPORATION 201 MERRITT 7 NORWALK CT 068511056	Endorsement Number
Policy Period <b>01/01/2025 to 01/01/2026</b>	Policy Number Symbol: WLR    Number: <b>C72629346</b>
Effective Date of Endorsement <b>01/01/2025</b>	
Issued By (Name of Insurance Company) <b>ACE AMERICAN INSURANCE COMPANY</b>	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.  
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

## EXHIBIT D, DENVER AIRPORT ADDITIONAL TERMS AND CONDITIONS

This Exhibit regarding Denver Airport Additional Terms and Conditions (this “Exhibit”) is a material part of the Agreement between the Parties to which this Exhibit is attached. In addition to the requirements of the main body of this Agreement, the Contractor shall adhere to these additional terms and conditions as it relates to any goods delivered or services at or for the Denver Airport. All provisions of this Exhibit that refer to the Contractor shall apply equally to any Subcontractor performing work in connection with this Agreement. Unless the context clearly requires a distinction between the Agreement and this Exhibit, all references to “Agreement” shall include this Exhibit.

1. **Line of Authority.** The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “CEO”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to [Division]. The relevant Senior Vice President (the “SVP”), or their designee (the “Director”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.
2. **Invoices.** Submit each Invoice via email to [AccountsPayableContracts@flydenver.com](mailto:AccountsPayableContracts@flydenver.com)
3. **Insurance Requirements.** Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.
4. **Notices.** Addressed to Denver International Airport, Chief Executive Officer, 8500 Pena Blvd, 9th Floor, Denver, CO 80249.
5. **Bond Ordinances.** This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.
6. **Environmental Requirements.** Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively “Environmental Requirements”), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.
7. **Non-Exclusive Rights.** This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO’s decision.

8. **Advertising and Public Disclosures.** Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.
9. **Examination of Records and Audits.** In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.
10. **Conflict of Interest.** Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.
11. **Sensitive Security Information.** Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information ("SSI"), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN's Security Office.
12. **DEN Security.** Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542

(Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

- 13. Federal Rights.** This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix.
- 14. Payment Source.** For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.
- 15. Insurance requirements.** Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.
- 16. Compliance with Applicable Laws and City Policies.** The Contractor shall comply with all applicable existing and future laws and DEN Rules and Regulations and policies in performing the Services under this Agreement. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request.
- 17. Technology Specifications. Additional Products or Services.** The Parties acknowledge that the Contractor will continue to enhance and/or modify its existing products or services. To use those enhanced products or services, the City shall be entitled to order those offerings at any time throughout the duration of this Agreement provided the pricing is set out in this Agreement. Once agreed upon by the Parties, additional products or services shall be subject to the same terms and conditions as contained herein and any order placed by the City shall not create any additional binding conditions on the City and shall not act as an amendment of the terms and conditions of this Agreement. If additional products or services are requested by the City, the Parties shall follow the agreed upon order process and if no process is outlined, then the SVP, or other designated DEN personnel, shall be authorized to sign any necessary forms to acquire the products/services on behalf of the City. Additional licenses shall be prorated and co-termed with current licensing contained in this Agreement.
- 18. Data Management, Security, And Protection. Compliance with Data Protection Laws and Policies.** The Contractor shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, et seq.; C.R.S.,

IRS Publication 1075; the Colorado Consumer Protection Act, the Payment Card Industry Data Security Standard (“PCI- DSS”), and the Minimum Acceptable Risk Standards for Exchanges (collectively, “Data Protection Laws”). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City. The Contractor shall comply with all rules, policies, procedures, and standards issued by Denver International Airport and the DEN Business Technology section.

## **19. General Civil Rights Provisions**

**19.1.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**19.2.** During the performance of this contract, the “Consultant” or “Contractor”, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

**19.2.1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**19.2.2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**19.2.3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**19.2.4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**19.2.5. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

**19.2.5.1.** Withholding payments to the Contractor under the contract until the Contractor complies; and/or

**19.2.5.2.** Cancelling, terminating, or suspending a contract, in whole or in part.

**19.2.6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**19.3.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**19.3.1.** Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964); The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance); The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs



or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)]; and Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

- 19.4.** Consultant is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- 19.5.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

# **Exhibit E**

## **MANAGED PRINT SERVICES STATEMENT OF WORK FOR CITY AND COUNTY OF DENVER**

**NASPO ValuePoint Participating Addendum No. 193426**

**Xerox Services Contract Number**

**7192403-001**

**FINAL**

**SOW Version Date**

**02/06/2025**



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# 1 Description of Services

## 1.1 Executive Summary

This Statement of Work (“**SOW**”) is made by and between Xerox Corporation (“**Xerox**”), and City and County of Denver (“**Customer**” or “**Purchasing Entity**”), which shall collectively be known as the “**Parties**”, pursuant to the terms and conditions of the NASPO ValuePoint Participating Addendum No. 193426 and Xerox Contract # 7192403 (“**Agreement**”) between the Parties for the purpose of providing Managed Print Services.

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

This SOW outlines the roles and responsibilities of the Parties and the Services to be provided by Xerox in the Output Environment at the Sites. Xerox shall operate the Services solution in one (1) phase: Service Operations as further described herein. For the avoidance of doubt, if a Services is not called out in this SOW, it is considered out of scope to the SOW.

## 1.2 Key Dates

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

## 1.3 In-Scope Devices

Device Type	In-Scope	SLAs Applicable
Xerox Equipment	Yes	Yes
Third Party Hardware – owned	No	No

## 2 Definitions

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

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

**Assessment** – The activities undertaken by the Parties as set forth herein, to gather information.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Impression Volume** – The total number of Impressions produced within a specified timeframe, as reported by the Xerox Device Agent (XDA).

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

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

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

## Managed Print Services Statement of Work



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

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

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

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

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

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

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

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

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

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

**Third Party Hardware** – Non-Xerox brand devices.

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

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

### 3 Service Operations

#### 3.1 Governance and Performance (Administration)

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

ID	Activity	Accountable
1.	Appoint an administrative support team to include a designated accounts receivable representative to help with billing questions, discrepancies, and resolutions	Xerox
2.	Appoint a logistics coordinator to assist with scheduling deliveries, moves, and new order fulfillment	Xerox
3.	Appoint an account manager for Customer to interface with directly	Xerox
4.	Host a standing monthly virtual meeting with representatives from both Parties for the duration of the Term. The meeting will be for discussing and resolving past or present billing, accounting, or Equipment discrepancies and will be open to all Customer representatives.	Xerox
5.	Appoint an account Customer Support Representative to assist with Xerox Corporate billing	Xerox
6.	Ensure appropriate personnel are available for meetings, including IT contact and Executive Sponsor	Customer

##### 3.1.1 Operational Reviews

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

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

##### 3.1.2 Quarterly Business Reviews

Xerox will also host a Quarterly Business Review meeting to discuss the Services and their relationship to the Customer's strategic business goals shall be conducted on a mutually agreed upon schedule. Xerox recommends a quarterly business review where applicable. Topics discussed may include:

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

##### 3.1.3 Management Structure

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

#### 3.2 Service Level Management

See the Agreement for Service Level Agreements (SLAs).



## Managed Print Services Statement of Work



### 3.3 Xerox Service Desk Support

Xerox shall provide Customer a dedicated service Incident and Supply phone number and email address. The Xerox Service Desk shall manage Service Incidents and Supplies ordering for Devices.

#### 3.3.1 Xerox Service Desk

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

#### 3.3.2 Standard Xerox Service Desk Service Elements

ID	Service Elements	Accountable
1.	<b>Standard Operating Hours:</b> 7:00 AM to 5:30 PM CST, Monday thru Friday	Xerox
2.	<b>Language(s) Provided:</b> English.	Xerox
3.	<b>Reactive Services:</b> Xerox will provide the following means for Customer to initiate Service Incidents, Remote Requests, and Supplies Ordering: <ul style="list-style-type: none"> <li>- Telephone call 1-800-238-9173</li> <li>- XBSSW-SATXSM@xerox.com</li> </ul>	Xerox

#### 3.3.3 Reactive Service Incidents

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

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

### 3.4 PaperCut and XMedius

ID	Activity	Accountable
1.	Responsible for the installation and configuration of PaperCut and XMedius on Devices, as applicable)	Customer
2.	Responsible for the administration of PaperCut and XMedius within the Output Environment and as deployed on the Equipment	Customer
3.	Initiate a support request with Xerox for PaperCut or XMedius	Customer
4.	Work with End User to triage PaperCut or XMedius	Xerox

## Managed Print Services Statement of Work



ID	Activity	Accountable
5.	If Xerox is unable to resolve the problem with PaperCut or XMedius, then Xerox shall open a ticket, on the End Users behalf, with PaperCut or XMedius as applicable	Xerox
6.	Close the support request  Note: PaperCut and XMedius to contact the End User or Customer as needed once a ticket has been opened with PaperCut or XMedius	Xerox
7.	Work with PaperCut and XMedius on open tickets	Customer

### 3.5 Break Fix Management

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

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

#### 3.5.1 Third Party Hardware (if applicable)

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

## Managed Print Services Statement of Work



### 3.5.2 Primary Technician Services

Xerox shall assign a primary Xerox technician to support the Equipment. The primary Xerox technician shall dedicate no less than eighty-five percent (85%) of their regularly scheduled work week supporting the Equipment deployed at Customer Sites. In the event that the primary Xerox technician is not available, an appointed Xerox backup technician will resume the duties of the primary Xerox technician until the primary technician is able to return. If the primary Xerox technician is unable to return, the backup Xerox technician shall be appointed as the new primary Xerox technician and a new Xerox backup technician shall be identified by Xerox. Xerox shall oversee all additional Xerox technicians to the Sites including participating branch agencies (DIA, DPL, DCC) ensuring all applicable protocols are followed while On-Site and supporting the Equipment.

Primary Technician Services are incremental to the standard Break Fix Service for Equipment.

- a. The Primary Technician Services shall:
- Identify and resolve potential Equipment service problems
  - Perform standard Break Fix service
  - Perform service maintenance tasks including high frequency service items, when applicable
  - Understand machine fault codes and correct them
  - Diagnose and correct common image quality problems
  - Replace major components in the print engine, fusing subsystem, and paper handling areas of the print engine.
  - Be available to the Customer during Business Hours
  - On-Site Technical Services shall be provided to all Equipment

### 3.5.3 Environmental Health and Safety

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

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

### 3.6 Supplies Management

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

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

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

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

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

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

ID	Activity	Accountable
1.	Automated delivery of Supplies based on Supplies alerts for Network-Connected and Devices communicating with the Xerox Device Agent (XDA)	Xerox
2.	Provide a reactive Supplies ordering process for any Devices that are not Network-Attached (if applicable) or Network-Attached Devices that are not capable of reporting on Supplies conditions	Xerox

## Managed Print Services Statement of Work



ID	Activity	Accountable
3.	Customer's authorized End Users may order Supplies as per the documented reactive Supplies ordering process	Customer
4.	Receive and fulfill Customer requests for Supplies	Xerox
5.	Ship Supplies to each Site using common carriers with labels to identify key contacts and/or associated Device	Xerox
6.	Receive Supplies at the Sites	Customer
7.	Distribute Supplies to respective End Users and shall be responsible for any post-delivery delays that may result in a Device running out of a given Supply	Customer
8.	Install Supplies in Devices	Customer
9.	Properly dispose of used cartridges according to federal, state, and local regulations	Customer
10.	Collect and redeploy unused Supplies as Device populations change	Xerox

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

The Xerox Supplies return process is fully described at:

[http://www.xerox.com/perl-bin/product.pl?mode=recycling&XOGLang=en\\_US&referer=xrx](http://www.xerox.com/perl-bin/product.pl?mode=recycling&XOGLang=en_US&referer=xrx)

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

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

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

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

### 3.7 Move, Add, Change, and Dispose (MACD)

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

Note: Equipment Deliveries/ Moves/ Removals will be requested and fulfilled through the local Xerox Business Solutions office located @ 8530 Concord Center Dr. #400, Englewood, CO 80112.

#### 3.7.1 Move

Device moves are considered Ad Hoc Requests. Additional charges as provided under the NASPO State Addendum, Master Agreement MPS Price List shall apply.

ID	Activity	Accountable
1.	Provide a quote for requested Device moves. Approved moves will be charged to the Customer. Scheduling for move will be agreed upon by both Parties	Xerox

## Managed Print Services Statement of Work



ID	Activity	Accountable
2.	Advise Xerox of all planned moves of Device, regardless of whether Xerox performs the move or not. The Customer must provide the new Site location and other requested information.	Customer
3.	Establish network connectivity and provide IT support for moved Devices	Customer
4.	Provide live power outlets, network data jacks and network patch cables of sufficient length to connect each Device to the designated network jack	Customer

**3.7.2 Add (Equipment)**

Xerox shall receive and facilitate requests for new Equipment adds.

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

**3.7.3 Equipment Certification**

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

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

### 3.7.4 Delivery, Installation, and Removal

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

Removal of devices, by Xerox, shall be scheduled to be completed in conjunction with Equipment delivery. Removal of devices that requires additional trips to the Site shall be charged a Site revisit charge, as provided under NASPO State Addendum, Master Agreement MPS Price List.

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



## Managed Print Services Statement of Work



ID	Activity	Accountable
	Such requests will be subject to additional charges, which will be quoted upon request	

**3.7.5 Add (Proposed Site)**

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

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

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

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

**3.7.6 Change**

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

ID	Activity	Accountable
1.	Request physical Device change or change to asset-related information	Customer
2.	Receive and facilitate Device physical change requests. Such change requests, will be agreed upon and approved according to the Change Control Process provided under this SOW.	Xerox
3.	Perform configuration and security settings changes to Equipment as requested by Customer. Additional charges shall apply as per the NASPO State Addendum, Master Agreement MPS Price List.	Xerox

**3.7.7 Dispose**

Xerox is responsible for disposal of all Xerox-owned Devices during the Term. For all other Customer-owned devices, Customer shall advise Xerox of any planned disposals in advance. The Parties shall coordinate the disposal of Devices. Disposal of non-Xerox owned Devices shall be the sole expense and responsibility of Customer.

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



## Managed Print Services Statement of Work



ID	Activity	Accountable
	between Xerox and Customer under which the existing Xerox-owned devices were acquired by Customer	
3.	Responsible for disposal and removal of Customer-owned devices and of third party legacy devices including pick-up, storage, recycling, insurance, etc.	Customer
4.	Upon final removal of the devices, provide a list of devices that have been disposed (with serial numbers) to the Xerox operations team	Customer

**3.8 End User Education (Training)**

ID	Activity	Accountable
1.	Conduct training in support of the following scenarios: <ul style="list-style-type: none"> <li>- In-person or remote End User training at the time of Equipment installation</li> <li>- Remote training sessions via approved application (Teams, WebEx, etc.) for departments and large groups</li> <li>- Refresher training for current and new End Users</li> </ul>	Xerox
2.	Communicate End User education availability to Site Contacts and/or End users to ensure they know where and how to access the Equipment specific End User education materials	Customer

**3.9 Equipment Security**

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

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

**3.9.1 Additional Security Requirements**

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

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

**3.9.2 Virus Protection**

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

**3.9.3 Data Security**

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

## Managed Print Services Statement of Work



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

**3.9.3.1 Data Security - Hard Drive Removal**

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

**3.9.4 Equipment Base Software Updates**

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

ID	Activity	Accountable
1.	Identify and make available all Base Software updates required to address known security vulnerabilities within the Customer's Output Environment	Xerox
2.	Approve Base Software updates to be deployed to Equipment	Customer
3.	Notify Xerox of scheduled Base Software updates in advance	Customer
4.	Deploy Base Software updates	Customer
5.	If requested by Customer, Xerox may complete Equipment Base Software updates, which may incur additional charges and shall be quoted upon request	Xerox

**3.10 Xerox Device Agent (XDA)**

Xerox shall utilize the existing deployment of the Xerox Device Agent (XDA) currently installed within the Customer's environment. The Xerox Device Agent (XDA) shall continue to be used and managed solely by Xerox to enable the delivery of the Services. The Xerox Device Agent (XDA) shall continue to require dedicated server(s) or a PC, as determined by Xerox, to be installed, functional, and attached to Customer's network infrastructure.

The Xerox Device Agent (XDA) is installed on Customer's network to monitor networked compliant SNMP Devices automatically. The Xerox Device Agent (XDA) is used to Impression Volumes from Devices and support auto Supplies replenishment.

**3.10.1 Xerox Device Agent Connectivity**

All Network-Attached Devices must be accessible over Customer's network by the Xerox Device Agent (XDA). If Customer does not enable the use of the Xerox Device Agent (XDA), then Customer shall be responsible for provide meter reads on Devices to Xerox.

**3.10.2 Xerox Device Agent (XDA) Update(s)**

ID	Activity	Accountable
1.	Provide on-going maintenance and update(s) of the Xerox Device Agent (XDA) as required to perform the Services, as determined by Xerox during the Term	Xerox
2.	Provide Customer with notification of Xerox Device Agent (XDA) updates	Xerox
3.	Schedule Xerox Device Agent (XDA) updates as agreed upon by the Parties.  Note: Customer delays to the Xerox Device Agent (XDA) updates may cause disruption or degradation to the Services.	Xerox and Customer

## Managed Print Services Statement of Work



ID	Activity	Accountable
4.	Provide remote access and enable Xerox to update the Xerox Device Agent (XDA) as required.  Note: Shall not inhibit Xerox's ability to update the Xerox Device Agent (XDA) as required by Xerox to provide the Services.	Customer
5.	Prior to any update of the Xerox Device Agent (XDA), ensure appropriate backup of data and application servers, or other supporting applications	Customer
6.	Update the Xerox Device Agent (XDA)	Xerox



4 Site and Equipment Listing

4.1 Site Listing

Any Equipment deployed under this SOW to a Customer designated Site and/or supported by the Services outlined in this SOW, shall be considered In-Scope to this SOW.

4.2 Equipment

The Services are provided for Networked-Attached Devices at the Sites. The Networked-Attached Devices must be accessible over the network to the Xerox Device Agent (XDA). Xerox shall provide reactive Services only to non Network-Attached Devices at the Sites, if applicable. Device populations may change over time as Devices are added and removed from the Output Environment.

Table 4-1: New Equipment Deployment Schedule

- Equipment deployment shall be mutually agreed to by the Parties and handled via the MACD process outlined in this SOW

Table 4-2: Retained Equipment by Quantity

- Out of Scope to this SOW

4.3 In-Scope Third Party Hardware

Table 4-3: Retained Third Party Hardware Listing (Customer Owned)

- Out of Scope to this SOW

## 5 PRICING

### 5.1 Pricing Overview

The charges for various Devices and Services (“**Charge**” or “**Charges**” or “**Charged**”) included in this SOW are detailed in this section and exclude all applicable taxes.

#### 5.1.1 Services Charges

Table 6-1: Services Charges shows the applicable Services Charges based on the expected number of Devices supported. The final number of Devices supported shall be determined by Devices installed or remaining within the Output environment per the Site Plans at the completion of Transformation. Other services, as requested and mutually agreed upon via the Change Control Process shall be Charged and added to the invoice as set forth in the authorized change.

#### 5.1.2 New Equipment Charges

All new Equipment Charges (including base configurations and accessories) are detailed in Table 6-2: New Equipment Price List below. Such Charges consists of (1) an Equipment Monthly Minimum Charge (“**MMC**”) and (2) the price charged per Impression made by Equipment (“**PPI**” or “**Price Per Impression**”, which may also be referred to as “**Additional Impression Charge**” on Orders). The Equipment MMC covers Customer’s use of the Equipment for a committed term from the date of install. Depending on the Capabilities of the Equipment, the PPI charge shall consist of two (2) components: (i) a PPI charge for Impressions produced in black and white (monochrome) and in the absence of any other color (“**B/W Impressions**”), and/or (ii) a PPI charge for Impressions that are not B/W Impressions (“**Color Impressions**”). For the avoidance of doubt a combination of B/W Impressions and Color Impressions on a single Impression shall be considered as Color Impressions. If a Color Equipment is not capable of determining the difference, all Impressions on said Equipment shall be charged using the applicable Color PPI.

### 5.2 Retained Equipment Charges

Equipment currently installed under the Agreement or an Order, prior to the Effective Date, as outlined in Table 6-3 (“**Retained Equipment**”) that the Parties agree shall receive the Services outlined in the SOW until such time that they are removed or replaced during the Term.

### 5.3 Retained Third Party Hardware Charges

Third Party Hardware owned by the Customer that the Parties agree shall receive the Services outlined in the SOW until such time that they are removed or replaced during the Term (“**Retained Third Party Hardware**”) is as outlined in Table 6-4. Table 6-4: Services and Third Party Supplies Pricing for In-Scope Retained Third Party Hardware shows Third Party Hardware Charges and the applicable fixed Monthly Charges, based on the expected number of such In-Scope Third Party Hardware supported. The final number of such In-Scope Third Party Hardware to be supported shall be determined by the In-Scope Third Party Hardware installed or remaining within the Output environment per the Site Plans at the completion of Transformation. Other services, as requested and mutually agreed upon via the Change Control Process, shall be charged and added to the invoice as set forth in the authorized change.

### 5.4 Additional Charges

#### 5.4.1 Services Outside of Business Hours

A request for Services outside of Business Hours shall be billed at Xerox's then-current overtime rates, which shall be quoted upon request for such Services, unless otherwise noted in the Service Requests and Ad Hoc Requests Exhibit.

#### 5.4.2 Out of Scope Services

Any additional services requested by Customer that are not included in the scope of this SOW shall be quoted and upon Customer approval, documented via the Change Control Process.

#### Table 6-1: Services Pricing

Pricing as reflected in a signed Order shall prevail over any Pricing contained in the table below.

Service Charge	Charges
Services - Service Operations	Included in the MMC Charges listed in Table 6-2: New Equipment Charges

**Table 6-2: New Equipment Charges**

Customer may add Equipment at the Charges stated in the table below (“**New Equipment Charges**”). Any balances refinanced from a prior agreement and any applicable early termination charges shall be incremental to such Charges. Products that (i) are not included on the Equipment Charges Table, (ii) are added for a term other than those specified in the Equipment Charges Table, or (iii) are added with a different accessory configuration, shall be at the mutually agreed upon prices set forth in the applicable Order. The Equipment Charges Table is effective for Orders placed during the Term. Any renewal or modification of the Equipment Charges Table shall be established via the Change Control Process and shall apply to prospective Orders only. Notwithstanding the above, pricing as reflected in a signed Order shall prevail over any Charges contained in the Equipment Charges Table.

For all Equipment listed in the table below, the following shall apply:

- Each unit of Equipment installed under this SOW shall have a committed minimum term as outlined in the applicable signed Order.
- The Pricing outlined in the table below is for a sixty (60) month term.
- Supplies and maintenance are included
- Equipment accessories not found in the table below, shall be quoted upon request
- Paper is not included
- Monthly Impressions in plan (B/W Impressions included) equal zero (0)
- Monthly Impressions in plan (Color Impressions included) equal zero (0)

Equipment Type (A3 MFP, A4 MFP, A3 Printer, A4 Printer)	Equipment Model and Accessories	Monthly (MMC) Minimum Charge	PPI Print Charge	Color PPI Charge	Cust Ed Included	Consulting Svcs Included	Staples Included
<b>A4 MFP</b>	<b>VersaLink B415 Multifunction Printer, Up to 50ppm, Duplex, 110V</b>	<b>\$38.16</b>	<b>\$0.0165</b>	<b>N/A</b>	<b>No</b>	<b>No</b>	<b>Yes</b>
	DRCINST -Carrier Delivery & Install	1 Included					
	RFIDRDR -RFID Card Reader	1 Included					
<b>A4 MFP</b>	<b>VersaLink B625 Letter 65ppm Duplex Copy/Print/Scan/Fax PS3 PCL5e/6 2 Trays 650 Sheets 110V</b>	<b>\$69.10</b>	<b>\$0.0091</b>	<b>N/A</b>	<b>No</b>	<b>No</b>	<b>No</b>
	RFIDRDR -RFID Card Reader	1 Included					
	DRCINST -Carrier Delivery & Install	1 Included					
<b>A4 Printer</b>	<b>Xerox B410 Printer, Up to 50ppm, Duplex, 110V (YFZ)</b>	<b>\$21.12</b>	<b>\$0.0119</b>	<b>N/A</b>	<b>No</b>	<b>No</b>	<b>No</b>
	DRCINST -Carrier Delivery & Install	1 Included					
<b>A4 Printer</b>	<b>Xerox C410 Color Printer, Up to 42ppm, Duplex, 110V (WZZ)</b>	<b>\$27.05</b>	<b>\$0.0119</b>	<b>\$0.0990</b>	<b>No</b>	<b>No</b>	<b>No</b>
	DRCINST -Carrier Delivery & Install	1 Included					
<b>A4 MFP</b>	<b>VersaLink C415 Color Multifunction Printer, Up to 42ppm, Duplex, 110V</b>	<b>\$40.43</b>	<b>\$0.0179</b>	<b>\$0.0990</b>	<b>No</b>	<b>No</b>	<b>Yes</b>
	DRCINST -Carrier Delivery & Install	1 Included					
	RFIDRDR -RFID Card Reader	1 Included					
<b>A3 MFP</b>	<b>Xerox® AltaLink® C8235 Color Multifunction Printer 35 PPM Base IOT [High Capacity Tandem Tray]. Trays 1&amp;2 - 520 sheet [A3],</b>	<b>\$129.01</b>	<b>\$0.0066</b>	<b>\$0.0450</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

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Equipment Type (A3 MFP, A4 MFP, A3 Printer, A4 Printer)	Equipment Model and Accessories	Monthly (MMC) Minimum Charge	PPI Print Charge	Color PPI Charge	Cust Ed Included	Consulting Svcs Included	Staples Included
	Trays 3&4 - 2000 sheets [LT/A4], 130 Sheet Single Pass Document Handler (SPDH), 100 Sheet Bypass, Automatic Duplex, 100 sheet face up tray, 256GB NVMe.						
	OFC-81 -Office Finisher	1 Included					
	RFIDOC -RFID Card Reader Kit	1 Included					
<b>A3 MFP</b>	<b>Xerox® AltaLink® C8245 Color Multifunction Printer 45 PPM Base IOT [High Capacity Tandem Tray]. Trays 1&amp;2 - 520 sheet [A3], Trays 3&amp;4 - 2000 sheets [LT/A4], 130 Sheet Single Pass Document Handler (SPDH), 100 Sheet Bypass, Automatic Duplex, 100 sheet face up tray, 256GB NVMe.</b>	<b>\$139.54</b>	<b>\$0.0061</b>	<b>\$0.0450</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
	OFC-81 -Office Finisher	1 Included					
	RFIDOC -RFID Card Reader Kit	1 Included					
<b>A3 MFP</b>	<b>Xerox® AltaLink® C8255 Color Multifunction Printer 55 PPM Base IOT [High Capacity Tandem Tray]. Trays 1&amp;2 - 520 sheet [A3], Trays 3&amp;4 - 2000 sheets [LT/A4], 130 Sheet Single Pass Document Handler (SPDH), 100 Sheet Bypass, Automatic Duplex, 100 sheet face up tray, 256GB NVMe.</b>	<b>\$142.59</b>	<b>\$0.0056</b>	<b>\$0.0446</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
	OFC-81 -Office Finisher	1 Included					
	RFIDOC -RFID Card Reader Kit	1 Included					
<b>A3 MFP</b>	<b>Xerox® AltaLink® C8270 Color Multifunction Printer 70 PPM Base IOT [High Capacity Tandem Tray]. Trays 1&amp;2 - 520 sheet [A3], Trays 3&amp;4 - 2000 sheets [LT/A4], 250 Sheet Single Pass Document Handler (SPDH), 100 Sheet Bypass, Automatic Duplex, 100 sheet face up tray, 256GB NVMe.</b>	<b>\$157.93</b>	<b>\$0.0053</b>	<b>\$0.0420</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
	OFC-81 -Office Finisher	1 Included					
	RFIDOC -RFID Card Reader Kit	1 Included					
<b>A4 MFP</b>	<b>VersaLink C625 Letter 52ppm Duplex Copy/Print/Scan/Fax PS3 PCL5e/6 2 Trays 650 Sheets 110V (UQA)</b>	<b>\$73.55</b>	<b>\$0.0139</b>	<b>\$0.0767</b>	<b>No</b>	<b>No</b>	<b>Yes</b>
	RFIDRDR -RFID Card Reader	1 Included					
	DRCINST -Carrier Delivery & Install	1 Included					

**Table 6-3 Retained Equipment Charges**

- Not In-Scope to this SOW

**Table 6-4: Services and Third Party Supplies Pricing for In-Scope Third Party Hardware**



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- Not In-Scope to this SOW

Note: Impressions produced on Third Party Hardware shall be counted as reported by the applicable Third Party Hardware.



6 AUTHORIZED SIGNATURES

By signing below, each Party agrees to the terms of this Statement of Work, including all Exhibits and Schedules attached hereto and incorporated herein, and Customer authorizes Xerox to commence performance of the Services as described herein.

IN WITNESS WHEREOF, authorized representatives of the Parties set forth below have executed this Statement of Work with the Effective Date set forth herein.

XEROX CORPORATION

City and County of Denver

By:

By:

Name:

Name:

Title:

Title:

Date Signed:

Date Signed:

## EXHIBIT B: RESOURCES

**Table B-1: Customer Resources**

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

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Customer Resource Role	Scope of Responsibilities	Time Commitment	When Required
	working space around the Devices, and required office space for Xerox personnel	during the Service Operations phase	
Information Security Personnel	Provide Xerox with information security policies and procedures relevant to delivery of Services	As required to enable achievement of the Project Schedule	Effective Date

Table B-2: Xerox Resources

Xerox Resource Role	Scope of Responsibilities	Time Commitment	When Required
Service Delivery Manager	Overall executive level responsibility and accountability for the contractual, financial, customer satisfaction, and service delivery relationship with the Customer from Effective Date through the end of Term. Peer to Customer Operations Executive and Contract Manager	As required	Effective Date
Accounts Receivable/ Billing Contact	Key interface to Customer Accounts Payable Contact. Addresses billing/invoicing questions and issues. Manages implementation of Customer-specific requirements to process invoices and payments according to SOW and Agreement terms	As required	Effective Date

END OF STATEMENT OF WORK FOR XEROX® MANAGED PRINT SERVICES