



Request for Contract Update

Pursuant to the terms of contract number R191104 for Xerox Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Xerox (Contractor) hereby provides notice of the following update on this date 5/15/2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers
___ Addition
___ Deletion
___ Supporting Documentation

Price Update
___ Supporting Documentation

Products/Services
___ New Addition
___ Update Only
___ Supporting Documentation

Discontinued Products/Services
___ Supporting Documentation

States/Territories
___ Supporting Documentation

Other Add the Installment Purchase Terms and Conditions
___ Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Xerox is requesting to add the Installment Purchase Terms and Conditions to the R191104 Copiers & Printers Contract.
The Installment Purchase Terms and Conditions will supplement the Cash Purchase, Lease and Rental Terms and Conditions.

Submitted By: Rachael Jones Turner

Approved by Email: Date 5/18/2020 | 1:07 PM PDT

Title: SLED Cooperative Contracts Manager

Denied by Email: Date _____

Email Address: Rachael.Jones@Xerox.com

DocuSigned by:
Robert Engelmann
Region 4 ESC: _____
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Installment Sale Agreement**SOLUTIONS/SERVICES:**

1. **PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
2. **CONSUMABLE SUPPLIES.** Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. 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, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.
3. **MAINTENANCE SERVICES.** This Section applies only if Customer has contracted with Xerox for the provision of Maintenance Services. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

PRICING PLAN/OFFERING SELECTED:

4. **COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. Time periods applicable for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) installation 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. Unless either party provides notice at least 30 days before the end of the initial Term of its intention not to renew Maintenance Services for a unit of Equipment, it will renew automatically on the same terms and conditions for successive terms of the same number of months as the initial Term. Pricing for each renewal term will be Xerox's then-current published pricing.
5. **PAYMENT.** If the invoice displays a due date, payment must be received by Xerox on or before the due date. If the invoice does not display a due date, payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer,

Installment Sale Agreement



or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.

6. **PREPAYMENT.** You may prepay the remaining principal balance on the installment purchase of Equipment, thereby eliminating future finance charges.
7. **PRICE INCREASES.** Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees.
8. **DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.
9. **DEFAULT & REMEDIES.** If you default or breach an individual Installment Purchase Agreement, Xerox, If you default, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due as allowed under law; from the due date until paid at the rate of one and one-half percent (1.5%) per month, not to exceed the maximum amount permitted by State law); and (b) the remaining Installment Sale Payments in the Installment Purchase Individual Agreement term less any unearned finance charges (as reflected on Xerox's books and records); (c) the lesser of the remaining Minimum Periodic Base Charge in the Agreement's term or six (6) such payments for one-year agreements and twelve (12) such payments for multi-year agreements), and, (d) all applicable Taxes.

ADDITIONAL TERMS:

10. **TRADE-IN EQUIPMENT.** You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

GENERAL TERMS & CONDITIONS:

11. **NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.
12. **PROTECTION OF XEROX'S RIGHTS.** You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.
13. **State and Local Government Terms and Conditions.**
 - A) Tax Treatment (applicable to Fixed Purchase Option Leases). Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) the Code or the regulations thereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.



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Xerox (Contractor) hereby provides notice of the following update on this date 6/26/2020.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

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Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

Region 4 ESC approved an amendment on 5/18/2020 to add the Xerox Installement Purchase Terms and Conditions to the contract. On an installment sale, the title transfers to the customer upon installation. That language was erroneously missing on the amendment submitted. The attached updated amendment clarifies for the customer that they have title.

Submitted By: Rachael Jones Turner

Approved by Email: Date 7/6/2020 | 7:13 AM PDT

Title: SLED Cooperative Contracts Manager

Denied by Email: Date _____

Email Address: Rachael.Jones@Xerox.com

DocuSigned by:
Robert Engelmann
Region 4 ESC: _____
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INSTALLMENT SALE AGREEMENT GENERAL AMENDMENT



THIS AMENDMENT (the "Amendment") amends Installment Sale Agreement Terms and Conditions for Contract Number **R191104** (the "Agreement") between Region 4 Education Service Center (ESC) ("Customer") and Xerox.

The parties agree that the Installment Sale Agreement Terms and Conditions are modified as described below:

- The following Language shall be added to the agreement:

"14. TITLE AND RISK. Title to the Equipment passes to Customer upon delivery. Risk of loss or damage to the Products passes to Customer upon delivery. Until the Products are paid for in full, Customer will insure the Products against loss or damage and the policy will name Xerox as Loss Payee."

Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

Region 4 Education Service Center (ESC)

XEROX CORPORATION

Name (Please Print)

Name (Please Print)

Signature

Signature

Title

Title

Date

Date