

University of California (UC)

Contract # 2020002686

for

Print Goods and Services

with

Xerox Corporation

Effective: November 25, 2020

The following documents comprise the executed contract between the University of California, Office of the President and Xerox Corporation effective November 25, 2020:

- I. Executed Purchasing Agreement
- II. Supplier's Response to the RFP, incorporated by reference



The Agreement to furnish certain goods and services described herein and in the documents referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California, and the supplier named below (“Supplier”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Xerox Corporation

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A (“Statement of Work”) and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **11/25/20** and through **11/17/25** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for 5 (**five**) successive **1 (one)** -year periods (each, a Renewal Term), by providing Supplier with at least **15** calendar days’ written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice. This provision will not apply to any in place lease orders under this Agreement.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Pricing. Refer to Statement of Work or Purchase Order for Pricing. For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC’s Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

Invoicing. All invoices must clearly indicate the following information:

- a. California state and local sales tax as a separate line item (if applicable), including the rate employed.
- b. Purchase Order or Release Number and the Agreement Number
- c. Description and Quantity, of the Products and Support ordered
- d. Net Cost of each item
- e. Any applicable discount(s)
- f. Reference to original order and invoice number for all credit invoices issued
- g. Original order and invoice number for all credit invoices issued
- h. On invoices for impressions or overage: for each device, (1) the number of impressions and the impression rate, (2) the number of overage impressions and the impression overage rate, and (3) the taxable amount of these impressions or overage. Tax is NOT to be included for labor or technical service charges.
- i. Start and end meter counts for each device.

1. Maintenance charges may be invoiced on separate invoices from lease or purchase charges, based on the requirements of the individual campuses.
2. If a UC Location has an MFD/Printer Fleet management program, individual device maintenance invoices and individual device lease invoices may be consolidated into separate summary invoices.
3. Invoices shall NOT contain line items for training, delivery, or other charges not expressly detailed in the RFP.
4. Supplier will provide a designated contact for billing/invoicing questions and issues. This contact must be available 8-5 PST/PDT, Monday-Friday.
5. Invoices will be submitted directly to the UC Locations' Accounting Departments unless:
 - a. The MFD/Printer Fleet management program at the UC Location requests invoices from Bidder be sent directly to the program, or
 - b. The Supplier is notified otherwise by Amendment to the Agreement.
6. Usage billing and Meter Reading:
 - a. Meter readings may not be estimated for use in invoicing, unless Supplier does not have access to such meter readings and/or the end user does not provide them in a timely manner to the Supplier.
 - b. If meters are supplied monthly by MFD/Printer Fleet management programs, these meters must be the basis for invoicing.

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Terms. UC payment terms are net 30.

Xerox will not issue an invoice until Services have been rendered and accepted. University will pay Xerox, within thirty-one (31) days of receipt of an undisputed and accurate invoice. The agreed upon minimum lease payment will not be subject to dispute at any time. Xerox will not issue an invoice until Services have been rendered and accepted.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	David Rusting
Phone	510-987-0086
Email	David.rusting@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	Noelle Vidal
Phone	510.987.0725
Email	noelle.vidal@ucop.edu
Address	1111 Franklin Street Oakland, CA 94607

To UC, regarding personal data breaches as defined under Appendix – General Data Protection Regulation:

Name	Monte Ratzlaff
Phone	51-987-0858
Email	Monte.ratzlaff@ucop.edu
Address	1111 Franklin Street Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Michael Wegmann
Phone	510-987-0428
Email	Michael.wegmann@ucop.edu
Address	260 Cousteau Place Suite 150 Davis, CA 95618

To Supplier:

Name	Corporate Risk, Xerox Corporation
Phone	847-928-5180
Email	Please Email one of the 2 Contacts listed below
Address	1301 Ridgeview Dr. Lewisville, TX 75057

Name	Doug MacPhee, Vice President Sales
Phone	562-977-7464
Email	Doug.Macphee@xerox.com
Address	5700 Warland Drive Cypress, CA 90630

Name	Scott Reiber, Account Manager UC Systems
Phone	925-701-1657
Email	Scott.Reiber2@xerox.com
Address	5050 Hopyard Rd. Pleasanton, CA 94588

To Supplier regarding contract issues copy to:

Name	Office of General Counsel
	Xerox Corporation
Email	
Address	201 Merrit 7, Norwalk, CT 06851-1056

6. Intellectual Property, Copyright and Patents

The Goods and/or Services involve Work Made for Hire

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

**10. Restriction Relating to Consulting Services or Similar Contracts –
Follow-on Contracts**

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE –Xerox Corporation.

12. Cooperative Purchasing

Supplier agrees to extend for Goods and/or Services to participating agencies (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of Attachment B Additional Terms Applicable to All Non-University of California Entities under this agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC’s responsibility except as outlined in the above referenced Request for Proposal “RFP – Print Goods and Services- – UC Systemwide.” Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

13. Supplier's Service-Specific and/or Goods-Specific Provisions

1. SOFTWARE

a) Software License

Xerox may provide Software to Customer pursuant to an Order hereunder. The following license applies to Software provided hereunder, unless such Software is accompanied by a click-wrap or shrink-wrap license agreement or otherwise provided subject to a separate license agreement.

- i) Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to use in the U.S.: (i) Base Software only on or with the Equipment with which (or within which) it was delivered; and (ii) Application Software only on any single unit of Equipment, subject to Customer remaining current in the payment of any indicated applicable Software license fees (including any annual renewal fees). For Services Software, Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license in the U.S. to install the Services Software on a host computer(s) or server(s) or, if applicable, on Equipment or Third Party Hardware, and, further, if applicable, on the number of workstations, laptops and mobile devices specified in the Order, and to use the Services Software only for the purpose of receiving the applicable Services. Customer has no other rights to the Software. Customer will not and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software except as permitted by applicable law; (ii) activate Software delivered with or within the Equipment in an un-activated state; or, (iii) access or disclose Diagnostic Software for any purpose. Title to Software and all copyrights and other intellectual property rights in Software will reside solely with Xerox and its licensors (who, if required by the terms of the third party license agreement with Xerox, will be considered third party beneficiaries of this Agreement's software and limitation of liability provisions).
- ii) The Base Software license will terminate, as applicable: (i) if Customer no longer uses or possesses the Equipment with which the Base Software was provided; or (ii) upon the expiration or termination of any Order under which Customer has acquired the Equipment with which the Base Software was provided (unless Customer has exercised an option to purchase the Equipment, where available, in which case the license to Base Software is perpetual and transferrable with purchase of the Equipment by Customer).
- iii) Software may contain code to prevent its unlicensed use and/or transfer. If Customer does not permit Xerox periodic access to such Software, this code may impair the Equipment's and/or Software's functionality.
- iv) Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

SOFTWARE SUPPORT

- i) Software support will be provided by Xerox or a designated service provider as follows. For Base Software, Software support will be provided during the initial term of the applicable Order and any renewal period, but not longer than 5 years after Xerox stops taking orders for the subject model of Equipment. For Application Software, Software support will be provided as long as Customer is current in the payment of all applicable software license, annual renewal and "support only" fees. For Services Software, support will be provided in accordance with the terms of the applicable Statement of Work or Order.
- ii) Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of 6 months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.
- iii) Xerox may make available new releases of the Software that are designated as "Maintenance Releases" or "Updates." Maintenance Releases or Updates are provided at no charge and must be implemented within 6

months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox's then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.

2. DIAGNOSTIC SOFTWARE

Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and Xerox's licensors. Xerox does not grant Customer a license or right to use the Diagnostic Software. Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.

3. Third Party Software may be subject to license and support terms provided by the applicable Third Party Software vendor.

4. Maintenance Terms for Customer Owned Equipment

- i) "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. the University agrees the Products are for the University'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.
- ii) Supplier agrees to extend the pricing terms for maintenance services and supplies included in this agreement to Supplier's current population of Products placed at UC prior to execution of this Agreement. . This provision does not include lease transactions.
- iii) Renewal. Supplier will provide University with no less than thirty-one (31) days advanced notice of the expiration of the then current term of each individual maintenance order. Upon expiration, University shall have the option to extend the current maintenance coverage at the same monthly price on a month-to-month basis. This type of extension may be cancelled without penalty upon 30 days written notice.

5. Maintenance Terms for Supplier's Equipment. 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 Customer facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, 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 Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. For Third Party Hardware identified as "No Svc.", you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

6. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the University prior to the signature of any Order, and shall be based on the actual expenditures of Vendor or Authorized Dealer and for any Equipment relocation are the University's 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.
7. TRADE-IN EQUIPMENT. The University 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 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. The University will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. The University will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.
8. CONSUMABLE SUPPLIES.
If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, staples, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. 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.
9. CARTRIDGES.
If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.
10. Total Satisfaction Guarantee.
"SP Equipment" means any iGen and Xerox Continuous Feed Equipment. Except for SP Equipment identified as "Previously Installed", If, during any 90 day period, the performance of SP Equipment delivered under the Individual Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Xerox-branded Equipment with comparable features and capabilities. The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire 3 years after the Installation Date for Purchased Equipment. The SP Equipment Guarantee will expire at the end of the initial Term of the subject Installment Purchase, Rental, or Lease Agreement term. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox under a Xerox maintenance agreement, and (ii) operated at all times in accordance with the Expectations Document.
"Non-SP Equipment" means any Equipment other than SP Equipment. If Customer is not totally satisfied with any Non-SP Equipment delivered under an Installment Purchase, Rental, or a Lease Agreement under the Contract, Xerox

will, at Customer's request, replace it without charge with identical Non-SP Equipment or, at Xerox's option, with Xerox-branded equipment with comparable features and capabilities. The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox under a Xerox Maintenance Agreement. For "Previously Installed" Non-SP Equipment, the Non-SP Equipment Guarantee is effective for one (1) year after the Installation Date. For all other Non-SP Equipment, The Non-SP Equipment Guarantee will expire at the end of the initial Term of the Installment Purchase, Rental, or Lease Agreement term. In the event of any conflict between Xerox' Total Satisfaction Guarantee in this section and the Lemon Clause in Section 5.8 of the Attachment A Statement of Work, the Lemon Clause will prevail.

11. WARRANTY DISCLAIMER: XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY.
12. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.
13. Terms Applicable to Supplier's Digital Press Products (i.e. iGen, Versant, PrimeLink, Nuvera, Iridesse)
 - i) 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."
 1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.
 2. You will not, without the prior written consent of Xerox and its licensors: (a) 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; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) 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; (d) disclose the results of any performance or

benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) 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"); (b) 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/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. 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).

b. 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.

c. 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.

7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

- a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/filteredirect/enus.html?&contentId=136023>.
 - b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
 - c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
 - d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.
 - e. No High Risk Use. WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant. The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.
- ii) Versant Products Extra Long Prints Terms. The following Equipment model(s), V180P 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).

14. Records about Individuals

If applicable, records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to the UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 2/20/2020 are hereby amended as follows:

Article 2.B. is amended to read in full as follows:

UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn. In order to terminate the Agreement due to funding non-appropriation, UC must provide Supplier with written notice, within 31-days of its governing body's decision not to appropriate funds, stating that the University's governing body failed to appropriate funds and that the governing body was unable to find an assignee within the University's organization to continue the Agreement. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, the University will be required to return the equipment to Supplier with transportation costs borne by Supplier. The University will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds have been appropriated.

Article 2.C. Last sentence is added to read in full as follows:

UC agrees to provide Supplier at least thirty (30) days prior written notice of the effective date of termination and the extent thereof, such termination shall not affect any leased unit that has not fulfilled the appropriate term.

Article 4. Inspection. Last sentence is added to read in full as follows:

Xerox can support UC's inspection and acceptance requirement by initially installing the equipment under a Trial arrangement. Unless an order is preceded by a Trial order, the Services will be deemed accepted on the equipment's installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the University's use. The Installation Date for equipment and software designated as "Customer Installable" will be the equipment delivery date. Any equipment that does not perform to its published specification will be repaired or replaced by Xerox at its expense, provided the equipment is covered by a Xerox warranty or maintenance plan. Any equipment that needs to be replaced will be replaced with an identical model, or at Xerox's option a unit with similar capabilities and comparable usage.

Article 6.j Outsourcing Last sentence is added to read in full as follows.

All services included in the Xerox bid to be specifically contracted for by the University will be provided within the U.S. However, certain back-office contract administration and customer support services are performed by Xerox and/or its affiliates from locations outside the U.S.

Article 9. Insurance. First sentence is amended to read in full as follows:

Supplier at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set below for claims arising out of the willful or negligent acts, or omissions of Xerox in the performance of the services under the contract, unless UC specifies otherwise.

Article 17.A. Price Decreases is amended to read in full as follows:

Price Decreases. Supplier agrees to immediately notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases. Any price reduction resulting from this provision shall only apply to orders received after the effective date of the price reduction.

Article 20. E. No Offshoring, Last sentence is added to read in full as follows:

All services provided to UC will be provided within the U.S. However, certain back-office contract administration and customer support services are performed by Xerox and/or its affiliates from locations outside the U.S.

Article 27. Force Majeure is amended to read in full as follows:

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to any delay (including delay in delivery), failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; The University's payment obligation will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Xerox is prevented from providing maintenance services. The payment suspension will continue until the end of the force majeure event or until Supplier restores the equipment to operating condition. If payment is suspended, the term of the Contract will be extended for a period equal to the University's payment suspension.

The UC Terms and Conditions of Equipment Lease, dated 12/15/1994 are hereby amended as follows:

Article 5. is amended to read in full as follows:

The initial term for any individual lease order will be the number of full calendar months stated in the order. The minimum lease payment for any partial month following the equipment installation date will be billed on a pro rata basis, based on a 31-day month. The term for each unit of equipment will commence upon the delivery of customer-installable equipment; or the installation of Xerox-installable equipment and will expire on the last day of the final full calendar month of the contracted term indicated in the order.

University may at its option, by written notice stating the extent and effective date, terminate this order at the anniversary date of the lease or at the end of any fiscal year in whole or in part in the event the funding agency does not appropriate sufficient funds to continue the lease payments.

In order to terminate the Agreement due to funding non-appropriation, UC must provide Supplier with written notice, within 31-days of its governing body's decision not to appropriate funds, stating that the University's governing body failed to appropriate funds and that the governing body was unable to find an assignee within the University's

organization to continue the Agreement. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. In addition, the University will be required to return the equipment to Supplier with transportation costs borne by Supplier. The University will then be released from its obligation to make any further payments beyond those through the end of the last fiscal year for which funds have been appropriated.

University may by written notice terminate this order for Lessor's default, in whole or in part, at any time, if Lessor refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within thirty (30) days after receipt of University's notice of shortfall, or fails to make deliveries of said equipment or fails perform the services within the time specified or any written extension thereof.

In the event University defaults in the payment of any amount due or to become due under the terms of the lease or defaults in the performance of any of the terms and conditions hereof, all the University's rights hereunder as to use and possession of the equipment shall, at the option of Lessor, terminate and Lessor shall become entitled to retain all rentals and to take possession of the property, provided however, that in such event neither Lessor nor University shall have the right to rent said equipment to any third party so long as it remains on the premises of University.

Other than as stated above, leases may not be cancelled prior to expiration. Early cancellation of individual leases without cause or cancellation of individual leases by Xerox due to the University's material breach will result in an early termination charge that is equal to the sum of the remaining payments less any unearned maintenance and supply charges discounted at 4% per annum, and the applicable fair market value. In no event shall the amount paid exceed the total contracted price, minus payments already made.

Lessor will provide University with no less than thirty-one (31) days advance notice of the expiration of each lease term. Upon lease expiration, University shall have the option to:

- Purchase the equipment AS IS, WHERE IS, by giving Lessor at least thirty (30) days prior notice of University intent to purchase at the termination of the term specified in any order or any renewal thereof. The purchase option price for FMV leases shall be the equipment's then fair market value plus all applicable sales taxes. The purchase option for FPO will be \$1 plus all applicable sales taxes.
- Lease the current equipment at the same monthly price on a month-to-month basis. This type of lease extension may be cancelled without penalty upon 30 days written notice.
- Have Lessor provide a quote on a new 12 or 24 month lease on the current equipment. This will yield a lower monthly price; however, the University would not be able to cancel the lease without termination charges until expiration of the new extended lease.

Upon expiration of a lease without extension, University will make the equipment available for removal by Lessor at Lessor's cost. At the time of removal, the equipment will be in the same condition as when delivered, reasonable wear and tear accepted.

A lease order under the contract is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided under the Contract, and to the extent permitted by California law, Customer waives all rights and remedies conferred upon a lessee by Article 2A.

Article 11. is amended to read in full as follows:

Lessor shall indemnify, defend, and hold harmless University, its officers, and employees against all losses, damages, liabilities, costs and expenses (including but not limited to attorney's fees) resulting from any judgment or proceedings

in which it is determined, or any settlement agreement arising out of the allegation, that Lessor's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Lessor under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. Indemnification is contingent upon UC giving Supplier written notice, promptly after it becomes aware of any claim to be indemnified hereunder and permits Supplier to control the defense of any such claim or action and Supplier's own expense. Notice shall be sent to "Corporate Risk, Xerox Corporation, Long Ridge Road, Stamford, Connecticut, 06940." University agrees that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that University shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Xerox with all reasonable assistance which Xerox may require. Xerox shall not be obligated to indemnify the University against the University's own acts or omissions.

Article 15(2) Service and Maintenance. The third sentence is replaced as follows: Lessor agrees the vast majority of on-site equipment repairs will be completed within 12 business hours. However, in the unlikely event that the repair time exceeds 12 business hours, Lessor agrees, as University's exclusive remedy, to issue an appropriate service credit for Xerox's failure to repair the equipment within the specified timeframe. The credit will be stated in the applicable SOW and can be used to offset any invoice charge, excluding the Monthly Minimum Charge which is not subject to dispute. In the event of any conflict between this section and section 2.8 of Attachment A Statement of Work, the Statement of Work will prevail.

Article 17. Risk of Loss is amended to read in full as follows: During the period of time that property covered by this order is in the possession of University, University (and its customers, if installed on University's customers' premises) shall take good care of the property and University shall be responsible for any loss of or damage to the property caused by University, its officers, employees, volunteers, or agents negligent or willful acts while in its possession and control, unless such damage or loss is a consequence, directly or indirectly of intentional or negligent acts of Lessor or Lessor's agents. Title to the Lessor supplied equipment or third party hardware will remain with Lessor until University elects to purchase the equipment. Risk of the equipment's loss or damage will pass to the University upon delivery. University agrees that: (a) the equipment or third party hardware will remain personal property; (b) it will not attach the equipment as a fixture to any real estate; (c) it will not pledge, sub-lease, or part with possession of the equipment or file, or permit to be filed, any lien against the equipment; and, (d) it will not make any permanent alterations to the Equipment or third party hardware.

Article 19.B. The first sentence is amended to read in full as follows:

INSURANCE. In consideration of the above, Seller shall at its expense obtain, keep in force and maintain insurance only for claims arising out of the willful or negligent acts, or omissions of Xerox in the performance of the services under this order as follows:

The UC Appendix – Business Associate Agreement, dated 8/1/2019 is hereby amended as follows:

Section 2.I. is amended to read in full as follows:

With 30 days advanced notice from UC, Supplier will make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

The UC Appendix –General Data Protection Regulation, dated 8/21/2019 is hereby amended as follows:

Section C.4 is amended to read in full as follows:

Supplier agreements with subcontractors are confidential and its terms are subject to confidentiality provisions.

Section D.3.(i) is amended to delete the word “pseudonymisation”.

Section D.5. is amended to read in full as follows:

In the event of any actual personal data breach related to UC data, the Processor shall notify the Controller to the individual identified below without undue delay following discovery, both orally and in writing, and where feasible, within two (2) calendar days after Processor identifies a personal data breach related to UC data has occurred. Processor's notification to the Controller will identify, to the extent available at the time of notification: (i) the nature of the personal data breach, including where possible, the categories and the approximate number of data subjects concerned; (ii) a description of the likely consequences of the personal data breach; and (iii) a description of the measures taken or proposed to be taken to address the personal data breach, including where appropriate, measures to mitigate its possible adverse effects. Processor will provide such other information as reasonably requested by Controller. In the event of a suspected personal data breach, Processor will keep Controller informed regularly of the progress of its investigation until the uncertainty is resolved.

Section D.7. is amended to read in full as follows:

Any personal material data breach that cannot be remediated by Processor, may be grounds for immediate termination of the Agreement by the Controller.

Section D.12 “As applicable,” is added to the beginning of the first sentence.

The University and Supplier hereby agree as follows: “Addendum A, Scope of Processing Data” as well as “Addendum B, Standard Contractual Clause” of the UC Appendix GDPR will be reviewed by Xerox on an engagement basis to determine its applicability.

16. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchasing Agreement #2020002686
- b. UC Terms and Conditions of Purchase Dated 2/27/20
- c. UC Terms and Conditions of Equipment Lease Dated 12/15/94
- d. UC Appendix – Data Security Dated 8/12/19
- e. UC Appendix - Business Associate (HIPAA) Dated 8/2/19
- f. UC Appendix – General Data Protection Regulation (GDPR) Dated 8/21/19

- g. UC Appendix – Electronic Commerce Dated 7/18/19
- h. Statement of Work – Attachment A
- i. Attachment B- Additional Terms Applicable to all Non-University of California Entities
- j. Xerox Response to “RFP – Print Goods and Services – UC Systemwide”

17. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

DocuSigned by:

Justin Sullivan

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(Signature)

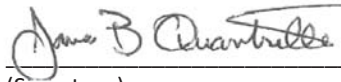
Justin Sullivan

(Printed Name, Title) Director, Strategic Sourcing

11/20/2020

(Date)

Xerox Corporation



(Signature)

James B. Quantrille

(Printed Name, Title)

11/19/2020

(Date)



ARTICLE 1 – GENERAL

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “Goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term “Supplier” includes Supplier and its sub-suppliers at any tier. As used herein, “UC” refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as “Party” and collectively as “Parties.” Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all of the Agreement’s terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier’s provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. UC’s Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC’s Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier’s expenses that UC agrees to reimburse will be reimbursed under UC’s Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.



ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not Oagain, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



1. It complies with California and federal disability laws and regulations; and
 2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.



1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000
 3. Personal and Advertising Injury \$ 1,000,000
 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
 1. P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
 2. P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
 3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
 4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates



of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 4. FAR 52.219-8, Utilization of Small Business Concerns;
 5. FAR 52.222-17, Non-displacement of Qualified Workers;
 6. FAR 52.222-21, Prohibition of Segregated Facilities;
 7. FAR 52.222-26, Equal Opportunity;
 8. FAR 52.222-35, Equal Opportunity for Veterans;
 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 10. FAR 52.222-37, Employment Reports on Veterans;
 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 12. FAR 52.222-41, Service Contract Labor Standards;
 13. FAR 52.222-50, Combating Trafficking in Persons;
 14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 16. FAR 52.222-54, Employment Eligibility Verification;
 17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 19. FAR 52.224-3, Privacy Training;
 20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 21. FAR 52.233-1, Disputes; and
 22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.



ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.



- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable



for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
1. Personally identifiable information,
 2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 3. Medical information as defined by California Civil Code § 56.05,
 4. Cardholder data,
 5. Student records, or
 6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
 - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);
 - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), and
 - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.



ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 1. Uses bulk packaging;
 2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 5. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.



- B. If Supplier is not an Applicable Large Employer (as defined above):
1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC



Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.



Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:



- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:



- (a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- (b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.



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TERMS AND CONDITIONS OF EQUIPMENT LEASE

ARTICLE 1 - GENERAL. For the purpose of these terms and conditions, the terms "University", "Lessor" and "Order" shall hereinafter be defined as follows:

- A. University: The Regents of the University of California.
- B. Lessor: The grantor of the use of personal property by lease.
- C. Order: A straight lease or rental agreement, with or without option to purchase, as indicated on the purchase order.

The equipment, supplies and services covered by this order shall be furnished by Lessor subject to all the terms and conditions set forth in this order including the following, which Lessor, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies or the performance of all or any portion of the services covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specifies the equipment, supplies and services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE 2 - INSPECTION. The equipment, supplies and services furnished shall be exactly as specified in this order, free from all defects in manufacturer's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and testing by University at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective or not as specified, University may reject them, require Lessor to correct them without charge, or require delivery of such equipment, supplies, or services at a reduction in price which is equitable under the circumstances. If Lessor is unable or refuses to correct such items within a time deemed reasonable to University, University may terminate the order in whole or in part. Lessor shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which Lessor may become liable to University under other provisions of this order, shall reimburse University for all transportation costs, other related costs incurred, or payments to Lessor in accordance with the terms of this order for unaccepted equipment, supplies and services. Notwithstanding final acceptance and payment Lessor shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 3 - TERMS OF USE. Except as otherwise provided on the face of this order, the specified rental payments shall entitle University to unlimited use and operation of said equipment at any time and any place and for any period of time at the convenience of University (exclusive of the time required for preventive and remedial maintenance) and shall not be restricted to consecutive hours, length of personnel shifts, or any other restrictions.

ARTICLE 4 - CHANGES. No change to the lease shall be allowed without written approval of University. Any claim of Lessor for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt notification of such change unless University waives this condition in writing. Nothing in the Article shall excuse Lessor from proceeding with performance of the order as changed hereunder.

ARTICLE 5 - TERMINATION. University may at its option, by written notice stating the extent and effective date, terminate this order at the anniversary date of the lease or at the end of any fiscal year in whole or in part in the event the funding agency does not appropriate sufficient funds to continue the lease payments.

University may by written notice terminate this order for Lessor's default, in whole or in part, at any time, if Lessor refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of said equipment or supplies or perform the services within the time specified or any written extension thereof.

In the event University defaults in the payment of any amount due or to become due under the terms of the lease or defaults in the performance of any of the terms and conditions hereof, all the University's rights hereunder as to use and possession of the equipment shall, at the option of Lessor, terminate and Lessor shall become entitled to retain all rentals and to take possession of the property, provided however, that in such event neither Lessor nor University shall have the right to rent said equipment to any third party so long as it remains on the premises of University.

ARTICLE 6 - TITLE. Lessor covenants that it is the sole owner of said property, and that no other person, party, firm or corporation has any right, title, interest in or to same and that during the term of this lease said Lessor will not sell or encumber said property, or any interest therein, except subject to the rights given University by virtue of the lease. Title to said property, including any accessories and devices furnished by Lessor except those subsequently purchased by University, vests in Lessor, and said property may be removed by Lessor at or after termination of this Agreement unless purchased by University pursuant to its Purchase Option, if any.

ARTICLE 7 - PAYMENT. Unless otherwise provided for in this order, lease charges shall be invoiced in arrears and shall be payable thirty (30) days after the end of the period for which the charges accrue or thirty (30) days after University's receipt of invoice whichever is later.

ARTICLE 8 - TAXES. Lessor alone shall pay any license fees, assessments, sales, use and other taxes lawfully imposed during the term hereof upon the equipment, supplies or services furnished pursuant to this order.

ARTICLE 9 - PROPERTY TAX EXEMPTION. Lessor agrees to cooperate with University and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the property leased hereunder pursuant to Article 13, section 3 of the California Constitution. Lessor agrees to apply the amount of any reduction of tax resulting from such exemption as a credit against rental payments otherwise due by University to Lessor hereunder.

ARTICLE 10 - WARRANTY. Lessor warrants that said equipment, including accessories, will be in good operating condition when installed and that any subsequent defects in design, materials or workmanship during the term of this Lease will be corrected by Lessor at its sole expense. Lessor will inform University of the terms and conditions of



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any manufacturer's warranty in effect on the commencement date of this lease. In the event of defect in design, material, or workmanship during the term of the lease, the Lessor will assert any Manufacturer's Warranty in effect between Lessor and the Manufacturer at the time the defect becomes apparent.

ARTICLE 11 - PROPRIETARY RIGHTS INDEMNITY. Lessor shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Lessor's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this order or University's use of such parts, goods, components, programs, practices, or methods supplied by Lessor under this order constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The foregoing shall not apply unless University has informed Lessor as soon as practicable of the suit or action alleging such infringement. Lessor shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against any such suit or action.

ARTICLE 12 - TRANSPORTATION AND INSTALLATION. Unless otherwise provided for in this order, Lessor will be responsible for all transportation and handling costs related to the shipment to and from University of the leased equipment. Should the equipment require specialized installation, Lessor will provide the required technical assistance at no charge.

ARTICLE 13 - ASSIGNMENT. This order is not assignable by Lessor, except as to any payment due hereunder, without the written approval of University.

ARTICLE 14 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION. Lessor shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Lessor agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Lessor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925[f]), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Lessor shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Lessor shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Lessor shall provide the University on request a breakdown of its labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its affirmative action programs.

ARTICLE 15 - SERVICE AND MAINTENANCE. In the event this order includes service and maintenance of said equipment, Lessor will provide such service and maintenance required to keep said equipment in good working condition throughout the term of lease. The service and maintenance will consist of not less than: (1) periodic cleaning, and adjustments in the mechanisms and replacing unserviceable parts, and

(2) emergency repair service, including replacement of unserviceable parts. In order to perform maintenance service hereunder Lessor shall have reasonable access to the leased equipment to the extent practical in consonance with operational requirements. Lessor agrees that its failure to provide service and maintenance to keep the equipment in good operating condition shall result on a credit of 1/30th of the monthly lease payments for every twenty-four (24) hour period or portion thereof following the first twenty-four (24) hours after notification to Lessor that the equipment is inoperative.

ARTICLE 16 - ALTERATIONS. University or its authorized agents may make alterations or install attachments to the equipment and the Lessor shall be so notified. In the event that such changes substantially increase the cost of maintenance, mutually agreeable arrangements for additional maintenance service shall be made on an individual installation basis. Such alterations or attachments which are not the property of Lessor shall be removed immediately after discontinuation of lease (unless University elects to exercise its Purchase Option) and the equipment restored to the prior configuration (ordinary wear and tear only excluded) at University's expense. Lessor shall inform University of any provisions in the manufacturer's warranty which may cause the warranty to be affected by any such alterations or attachments.

ARTICLE 17 - RISK OF LOSS. During the period of time that property covered by this order is in the possession of University, University (and its customers, if installed on University's customers' premises) shall take good care of the property and University shall be responsible for any loss of or damage to the property caused by University while in its possession and control, unless such damage or loss is a consequence, directly or indirectly of intentional or negligent acts or omissions of Lessor or Lessor's agents.

ARTICLE 18 - OPTION TO PURCHASE. University is hereby given the option (provided University is not in default in the performance of any of its obligations hereunder) to purchase any or all of said property at the times and for the amounts set forth in this order. As of the date of exercise of the option, University's Standard Terms and Conditions of Purchase shall be substituted for the terms and conditions applicable to this lease. Said terms and conditions of purchase shall be those in effect as of the date the property was installed, provided that the period of manufacturer's warranty set forth therein shall be deemed to have commenced as of the date the Lease Terms commenced, and University shall be entitled to the remaining portion, if any, of said warranty period.

University shall exercise such option to purchase said property by notifying Lessor in writing of its intention to do so. Such notice may be delivered to Lessor's office or may be mailed to Lessor at the address specified by Lessor. Such notice shall be given by University to Lessor not less than thirty (30) days before the expiration of the current year of the lease. Lessor shall keep University advised of any change of Lessor's address for the purpose of such notice.

ARTICLE 19 - LESSOR'S LIABILITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION. Lessor shall defend, indemnify, and hold harmless University, its officers, employees, and agents, from and against all losses, expenses (including attorney's fees), damages, and liabilities of any kind resulting from or arising out of this agreement and/or Lessor's performance hereunder, provided such losses, expenses, damages, and liabilities are due or claimed to be due to the negligent or willful acts or omissions of Lessor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Lessor's direction and control.



ARTICLE 1. PURPOSE AND INTRODUCTION

- A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.
- B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.
- C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:
1. Developing and documenting a plan that protects Institutional Information and IT Resources.
 - Supplier must responsibly execute this plan.
 - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.¹
 - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
 2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
 3. Updating its plan to effectively address new cybersecurity risks.
 4. Complying with pertinent contractual and regulatory responsibilities.
 5. Providing UC with evidence of compliance with Supplier's information security plan.
 6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
 7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

¹ Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, ISO 27002, NIST SP 800-53 and NIST SP 800-171.

- D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.
- E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.
- F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

- A. **“Breach”** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.
- B. **“Illicit Code”** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, “back door,” “trap door,” “booby trap,” “dead drop device,” “data scrambling device,” or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.
- C. **“Institutional Information”** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.
- D. **“IT Resource”** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **“Major Change”** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **“Security Incident”** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier’s administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

- A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.
- B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.
- C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.
- D. Updates to Exhibit 2 will occur as follows:
1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
 2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.
- E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.
- F. Supplier's Information Security Plan must:
1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
 2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
 3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
 4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
 5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
 6. Clearly document the cybersecurity responsibilities of each party;
 7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
 8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
 9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
 10. Prevent unauthorized access to Institutional Information and IT Resources;
 11. Prevent unauthorized changes to IT Resources;
 12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;
14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and
15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

- A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.
- B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.
- C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
 1. When Major Changes happen.
 2. When Supplier becomes aware of a vulnerability that warrants a CVE² rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

² Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

- A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.
- B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (<https://security.ucop.edu/policies/institutional-information-disposal.html>) or an alternative approved by UC.
- C. Supplier will certify in writing to UC that such return and/or disposal has been completed.
- D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

- A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

- A. **Reporting of Breach or Security Incident:** If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:
1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
 3. The nature of the Breach and/or Security Incident;
 4. The Institutional Information and/or IT Resources affected;
 5. What Supplier has done or will do to mitigate any deleterious effect; and
 6. What corrective action Supplier has taken or will take to prevent future Security Incidents.
- B. Supplier will provide other information as reasonably requested by UC.
- C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.
- D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:
1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
 2. Remediating the Breach and/or Security Incident as quickly as circumstances permit;
 3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
 4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
 5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
 6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
 7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
 8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.
- E. **Breaches and Security Incidents – Corrective And Preventive Action:** As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
 2. Identification and description of the root causes; and
 3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.
- F. **Costs:** Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.
- G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

- A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.
- B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.
- C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.
- D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.
- E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.
- F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.
- G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.
- H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4³, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

³ See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.



Exhibit 1 – Institutional Information

1. Protection Level Classification¹:

- Protection Level 1
- Protection Level 2
- Protection Level 3
- Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

- A. Animal Research Data.
- B. Controlled Technical Information (CTI).
- C. Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. Defense Department: Covered Defense Information (CDI).
- E. Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. GDPR personal data.
- G. GDPR special data.
- H. Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. Human Subject Research Data.
 - 1. Identified.
 - 2. Anonymized.
- K. Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ITAR/EAR-controlled data.
- M. Payment card data (PCI, PCI DSS).
- N. Personally identifiable information – PII.
- O. Student data, whether or not subject to FERPA.

¹ For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- P. Other: _____
- Q. Other: _____
- R. Other: _____
- S. Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

- A. California Confidentiality of Medical Information Act (CMIA) *
- B. California Consumer Privacy Act (CCPA).
- C. California Information Practices Act (IPA).
- D. European Union General Data Protection Regulation (GDPR)*.
- E. Family Educational Rights and Privacy Act (FERPA) *.
- F. Federal Policy for the Protection of Human Subjects (“Common Rule”).
- G. Genetic Information Nondiscrimination Act (GINA).
- H. Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.
- I. Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.
- J. Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
- K. The Fair and Accurate Credit Transaction Act (FACTA).
- L. The Fair Credit Reporting Act (FCRA).

Data Security

- M. Chemical Facility Anti-Terrorism Standards (CFATS).
- N. Defense Federal Acquisition Regulations (DFARS).
- O. Export Administration Regulations (EAR).
- P. Federal Acquisition Regulations (FARS).
- Q. Federal Information Security Modernization Act (FISMA).
- R. International Traffic in Arms Regulations (ITAR).
- S. Payment card data (PCI, PCI DSS).
- T. Toxic Substances Control Act (TSCA).
- U. Other: _____
- V. Other: _____
- W. Other: _____
- X. Other: _____

Exhibit 2

Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]



UNIVERSITY OF CALIFORNIA

Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and _____, Business Associate ("BA").

RECITALS

- A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103
- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.
- C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.
- D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

2. OBLIGATIONS OF BA

BA agrees to:

- A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.
- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an “Incident”). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual’s designee, as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.526.

- H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC's obligations under 45 C.F.R. § 164.528.
- I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC's compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

4. TERM AND TERMINATION

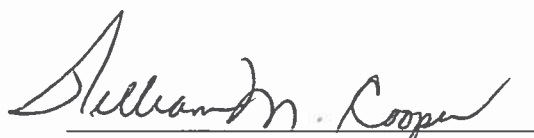
- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

- C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA



 (Signature)

WILLIAM M. COOPER

 (Printed Name, Title)

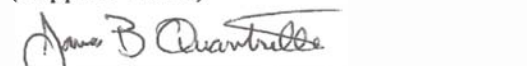
AVP + CPO
 8/2/19

 (Date)

BUSINESS ASSOCIATE

Xerox Corporation

 (Supplier Name)



 (Signature)

James B. Quantrille - Director of Operations

 (Printed Name, Title)

11/19/2020

 (Date)

Appendix - General Data Protection Regulation

During the course of providing Services to, or on behalf of, UC pursuant to the Agreement between UC and Supplier dated _____, Supplier may process personal data as defined below. The Parties agree that with respect to the processing of personal data pursuant to the Agreement or this Appendix – General Data Protection Regulation (“Appendix GDPR”), UC is the data controller (and shall hereinafter be referred to as the “Controller”), and Supplier is the data processor (and shall hereinafter be referred to as the “Processor”). The Parties have agreed that the Processor will provide the Services to the Controller pursuant to and in accordance with the terms and conditions of the Agreement and this Appendix GDPR. In the event of a conflict between the terms of this Appendix GDPR and the Agreement or any amendment or appendix thereto, the terms of this Appendix GDPR shall govern. Supplier agrees to be bound by the obligations set forth in this Appendix GDPR. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix GDPR on any third party retained by Supplier to provide Services for or on behalf of UC.

A. Definitions

Capitalized terms used but not defined in this Appendix GDPR will have the meanings set forth in the Agreement. The following terms shall have the meanings set forth herein:

1. **“Data”** means all personal data processed by (or on behalf of) the Processor for the Controller under or in connection with the Agreement, including in the provision of the Services. If Appendix DS applies to this Agreement, “Data” as used herein shall also be considered UC Institutional Information as defined in Appendix DS.
2. **“Data Subjects’ Rights”** means the rights of data subjects as provided in the GDPR including, but not limited to, rights of access, rectification, erasure, restriction of processing, data portability, objection, and the right not to be subject to automated decision making (including profiling);
3. **“EEA”** means European Economic Area;
4. **“EU”** means the European Union;
5. **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
6. **“data subject,” “personal data,” “personal data breach,” “process/processing,” “pseudonymisation,”** and **“supervisory authority,”** shall each have the meaning as in the GDPR;
7. **“Subprocessor”** means any third party: (i) who is engaged by the Processor to carry out specific processing activities relating to Data for or on behalf of the Controller; or (ii) to whom the Processor subcontracts any of its obligations in connection with the Agreement.

B. Scope of Processing Data

1. Processor shall process Data solely for the purposes of performing the Services and for the same duration of the Agreement, except as otherwise agreed to in writing by the Parties. The scope and

further details of Processor's processing activities of Data pursuant to the Agreement and Appendix GDPR are set forth in Addendum A to this Appendix GDPR.

2. To the extent any additional information is required to be included in Addendum A pursuant to the GDPR or any other applicable EU member state, or EEA state law, or this Agreement otherwise requires amendment, the Parties will cooperate to amend this Appendix GDPR in a writing signed by both Parties.

C. Subprocessors

1. Controller generally authorizes Processor to engage Subprocessor(s) to perform any of Processor's obligations in providing Services to Controller in connection with the Agreement as set forth in Addendum A and as allowed under the terms of the Agreement, except that any processing of personal data by Subprocessor(s) outside of the United States or EEA must be specifically authorized in writing prior to such processing by Controller.
2. The Processor shall give the Controller prior written notice of any intended changes concerning the addition or replacement of any Subprocessors set forth in Addendum A to allow the Controller to approve or object to such changes. Such notice shall include details of the processing activity or activities to be conducted by the applicable Subprocessor and the identity and contact details of such Subprocessor.
3. The Processor shall ensure that any Subprocessor approved by Controller in accordance with this Section C is subject to obligations in a written agreement requiring such Subprocessor to comply with the obligations of this Appendix GDPR. If any Subprocessor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance or non-performance of such Subprocessor.
4. Upon request, the Processor shall provide a copy of each Subprocessor agreement entered into pursuant to this Section C to the Controller.

D. Obligations of the Processor

1. The Processor shall, and shall ensure that each of its employees, approved Subprocessors and any other individual acting under its authority who has access to the Data:
 - a. process Data in accordance with the terms of this Agreement, Appendix GDPR or any other written instructions of the Controller, and only to the extent and in the manner necessary to provide Services, and for no other purpose(s). In the event EU or member state law requires Processor to process in a manner not expressly authorized by this Agreement or the Controller's written instructions, the Processor shall promptly inform the Controller of the applicable legal requirement before processing, unless prohibited from doing so on important public interest grounds, consistent with EU or member state law;
 - b. keep the Data confidential and ensure that any person authorized to process the Data for or on behalf of the Processor (including but not limited to any Processor employees and staff and approved Subprocessors) has agreed to keep the Data confidential, or is otherwise under a statutory obligation to protect the confidentiality of the Data; and

- c. upon reasonable request from the Controller, provide an up-to-date copy of the Data in the format requested by the Controller.
2. In carrying out its obligations under the Agreement and this Appendix GDPR, Processor agrees to comply with all applicable state, federal and laws of other countries or jurisdictions (including, but not limited to, GDPR), as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Data.
3. In accordance with GDPR, and taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of processing the Data pursuant to this Agreement, as well as the risks to the rights and freedoms of natural persons and the risks to processing the Data, the Processor represents and warrants that it has implemented appropriate technical and organizational security measures appropriate to such risks, including, as appropriate: (i) the pseudonymisation and encryption of the Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability of and access to the Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. Upon Controller's request, Processor shall provide to Controller evidence demonstrating Processor's implementation of such technical and organizational security measures as required by GDPR.
4. The Processor shall assist the Controller in ensuring compliance with Controller's obligations as a Controller by: (a) cooperating with Controller's implementation of appropriate technical and organizational security measures to ensure the security of processing Data; (b) cooperating with Controller notifications to supervisory authorities and/or data subjects, as applicable, of any breaches of Data; (c) cooperating with Controller's conduct of data protection impact assessments, including but not limited to, any requirements to consult with a supervisory authority as required by GDPR. Processor shall also cooperate with additional obligations of Controller that may be required of it pursuant to GDPR and other applicable data protection laws.
5. In the event of any suspected or actual personal data breach, the Processor shall notify the Controller to the individual identified below immediately upon discovery, both orally and in writing, but in no event more than two (2) calendar days after Processor identifies or reasonably believes a personal data breach has or may have occurred. Processor's notification to the Controller will identify: (i) the nature of the personal data breach, including where possible, the categories and the approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) a description of the likely consequences of the personal data breach; and (iii) a description of the measures taken or proposed to be taken to address the personal data breach, including where appropriate, measures to mitigate its possible adverse effects. Processor will provide such other information as reasonably requested by Controller. In the event of a suspected personal data breach, Processor will keep Controller informed regularly of the progress of its investigation until the uncertainty is resolved.

In event of suspected or actual personal data breach, the Processor shall notify:

Name	
Phone	
Email	
Address	

6. Processor will fully cooperate with Controller’s investigation of any personal data breach, including but not limited to making witnesses and documents available immediately upon Supplier’s reporting of the personal data breach at no cost to Controller.
7. Any personal data breach may be grounds for immediate termination of the Agreement by Controller.
8. Except for transfers of Data to the Controller, the Processor shall not process or transfer any Data to any country outside the EEA except pursuant to prior written approval of the Controller, and at all times in compliance with GDPR and other applicable data protection laws.
9. This section is only applicable if Processor’s Services include the collection of personal data directly from data subjects:

In the event Processor’s Services include the collection of personal data directly from data subjects that is to be provided to Controller, unless the parties otherwise agree, the Processor shall be responsible for ensuring that such processing of personal data complies with GDPR requirements, including, but not limited to, obtaining a lawful basis to process the personal data.

10. This section is only applicable if: (1) Processor or a Subprocessor is based in the EEA; (2) Processor’s or such EEA-based Subprocessor’s Services include the transfer of personal data from the EEA to Controller; and (3) data subjects have not explicitly consented to the transfer of their personal data to Controller in the United States:

Unless the parties otherwise agree on another transfer mechanism that satisfies GDPR requirements, transfers of personal data shall be governed by the Standard Contractual Clauses set forth in Addendum B to this Appendix GDPR.

11. Processor acknowledges that Controller is subject to U.S. federal and state laws and regulations, including but not limited to public disclosure and retention laws and regulations, that may require the retention and disclosure of information that is the subject of the Agreement.
12. Within thirty (30) days of the termination, cancellation, expiration or other conclusion of this Appendix GDPR, Processor will deliver the Data to UC unless UC requests in writing that such Data be destroyed. This provision will also apply to all Data that is in the possession of Subprocessors. Such destruction will be accomplished by “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 Guide to Media Sanitization. Processor will certify in writing to Controller that such delivery

or destruction has been completed. In the event EU, EU member state, or EEA state law requires the storage of such Data, the Processor shall promptly inform the Controller of such requirement in writing. In such instance, Processor will continue to protect the Data in accordance with the terms of this Appendix GDPR.

E. Data Subjects' Rights

1. Unless Section D.9 of this Agreement applies, the Controller shall be responsible for providing data subjects with any information required under GDPR at the time of collecting such data subjects' personal data, as well as any information requested by data subjects relating to the processing of their personal data.
2. The Processor shall notify the Controller (via the individual identified by UC in this Appendix GDPR) in writing (including by e-mail) of each and any request that it receives from a data subject relating to a Data Subject Right. Such written notification shall be made promptly no later than two (2) business days following receipt of the request, and shall include any information in the Processor's custody or control that may assist the Controller to respond to the request.
3. Unless otherwise required by applicable EU, EU member state, or EEA state law, the Processor shall not respond to any such requests or other communications the Processor receives from data subjects, without the prior written consent of the Controller.
4. The Processor shall assist the Controller in Controller's obligations to respond to requests for exercising Data Subjects' Rights by using appropriate technical and organizational measures, to the extent practicable given the nature of the processing of Data.

F. Accountability

1. Upon written request from the Controller, the Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations under this Appendix GDPR. The Processor shall make its records, documents, facilities, processes and individuals reasonably available to Controller or Controller's designee for audits or inspections to demonstrate compliance with this Appendix GDPR.
2. The Processor shall immediately inform the Controller if, in the Processor's opinion, any instruction from the Controller with respect to the processing of Data pursuant to this Agreement violates or contradicts GDPR, or other applicable EU, EU member state, or EEA state data protection laws or regulations.

Addendum A: Scope of Processing Data

This Addendum is part of the Appendix GDPR and includes details of the processing of Data as required by the Agreement.

1. Processor is processing Data on behalf of the Controller for purposes of the performance of Services described in this Agreement. Data shall be processed for the duration of the term of this Agreement, except as otherwise specifically set forth herein.
2. The purposes(s) of the processing of Data to be carried out by the Processor on behalf of the Controller includes:
3. The Data to be processed by the Processor on behalf of the Controller in the performance of Services includes the followingIf the Processor becomes aware that additional personal data not identified above has been received from the Controller, the Processor shall immediately notify the Controller.
4. The Data to be processed by the Processor on behalf of the Controller in the performance of Services relates to the following categories of data subjects
5. Controller authorizes the Processor to subcontract the following processing activities to the following Subprocessors: NONE
6. Other than to the United States as may be required for the performance of Services, and for which the Controller has a lawful basis to transfer the Data to the United States pursuant to GDPR, the Processor may transfer Data to the following countries outside of the EEA: NONE

Addendum B: Standard Contractual Clauses

Commission Decision C(2004)5721

SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

Xerox Corporation.....(name)

[ENTER ADDRESS].....(address and country of establishment)

hereinafter “data exporter”

and

The Regents of the University of California

[ENTER ADDRESS].....(address and country of establishment)

hereinafter “data importer”

each a “party”; together “the parties”.

Definitions

For the purposes of the clauses:

- a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) “the data exporter” shall mean the controller who transfers the personal data;
- c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

- h) It will process the personal data, at its option, in accordance with:
 - i. the data protection laws of the country in which the data exporter is established, or
 - ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
 - iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Annex A

Initials of data importer: [COMPLETE]..... ;

- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter’s country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
 - i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated:

[FOR DATA IMPORTER

.....

.....]

[FOR DATA EXPORTER

.....

.....]

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - a)
 - i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
 - or
 - b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects:
See Addendum A: Scope of Processing Data, Section 4.

Purposes of the transfer(s)

The transfer is made for the following purposes:
See Addendum A: Scope of Processing Data, Sections 1 and 2.

Categories of data

The personal data transferred concern the following categories of data:
See Addendum A: Scope of Processing Data, Section 3.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:
See Addendum A: Scope of Processing Data, Section 5. If applicable, Data importer may also transfer to the data to the following types of recipients: [TO BE COMPLETED BY BUYER]

.....
.....
.....
.....

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:
See Addendum A: Scope of Processing Data, Section 3. ...

Data protection registration information of data exporter (where applicable)

[TO BE COMPLETED BY SUPPLIER]

.....
.....
.....
.....

Additional useful information (storage limits and other relevant information)

The data will be protected as set forth in the Agreement. [ADD ADDITIONAL TERMS AS REQUESTED BY SUPPLIER.]

.....
.....
.....
.....

Contact points for data protection enquiries

Data importer

[ADD PRIVACY OFFICER CONTACT]

.....
.....
.....

Data exporter

[TO BE COMPLETED BY SUPPLIER]

.....
.....
.....

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

- h) It will process the personal data, at its option, in accordance with:
 - i. the data protection laws of the country in which the data exporter is established, or
 - ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
 - iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Annex A

Initials of data importer: [COMPLETE]

- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter’s country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
 - i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated:.....

[FOR DATA IMPORTER

.....

.....]

[FOR DATA EXPORTER

.....

.....]

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - a)
 - i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.
 - or
 - b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects: See Addendum A: Scope of Processing Data, Section 4.

Purposes of the transfer(s)

The transfer is made for the following purposes: See Addendum A: Scope of Processing Data, Sections 1 and 2.

Categories of data

The personal data transferred concern the following categories of data: See Addendum A: Scope of Processing Data, Section 3.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients: See Addendum A: Scope of Processing Data, Section 5. If applicable, Data importer may also transfer to the data to the following types of recipients: [TO BE COMPLETED BY BUYER]

.....
.....
.....
.....

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data: See Addendum A: Scope of Processing Data, Section 3. ...

Data protection registration information of data exporter (where applicable)

[TO BE COMPLETED BY SUPPLIER]

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.....
.....

Additional useful information (storage limits and other relevant information)

The data will be protected as set forth in the Agreement. [ADD ADDITIONAL TERMS AS REQUESTED BY SUPPLIER.]

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.....

Contact points for data protection enquiries

Data importer

[ADD PRIVACY OFFICER CONTACT]

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.....
.....

Data exporter

[TO BE COMPLETED BY SUPPLIER]

.....
.....
.....



Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) **Acknowledgment.** Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) **UC Rights.** As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a [**specify hosted, Punch-out, or both**] catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than [**number**] catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: [**insert number of times Supplier can change its content; quarterly or biannually would be recommended**]
- Price Changes: [**insert number of times Supplier can change its price; once per year would be recommended**]

- Allowable level of price change (\$/%) will be in accordance with the terms of this agreement.
- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system **[insert number, 10 is the minimum]** working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

Buyer – [Choose those that apply]:

- Number of catalog/price file versions to be supported for this agreement: **[insert number]**
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): **[insert description]**
- Maximum Number of SKUs allowed: **[insert number]** (optional)
- Categories allowed within Catalog: **[list specific categories]** or
- Categories blocked within Catalog: **[list specific categories]**

Statement of Work Attachment A

1. General

- 1.1 Description of the Scope of Services: The purpose of this Statement of Work is for Supplier to sell and/or lease to University multifunction devices (MFDs) with copy, print, scan, and optional fax functionality, and/or Laser Printers, along with related products and support, in a cost effective and efficient manner, accompanied by high standards of quality and service, aligned with University’s needs as further detailed herein.
- 1.2 Participating Locations: Supplier shall make all terms of the Agreement available to all current and future locations of the University of California.

2. Program Requirements

- 2.1 Program Manager: Supplier shall assign a Program Manager who will have the overall account management responsibility, as well as a dedicated Account Manager per UC Location.
- 2.2 Supplier’s Program Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Doug Macphee, SVP		
Phone	562	977	7464
Email	doug.macphee@xerox.com		
Address	5700 Warland Drive		
	Cypress, CA 90630		

Supplier’s Account Management Team is:

Name	Scott Reiber		
Phone	925	701	1657
Email	scott.reiber2@xerox.com		
Address	5050 Hopyard Rd.		
	Pleasanton, CA 94588		

Name	Martin Soto		
Phone	310	484	3799
Email	martin.soto2@xerox.com		
Address	5700 Warland Drive		
	Cypress, CA 90630		

Name	Daria Lewis		
Phone	714	565	1550

Statement of Work Attachment A

Email	daria.lewis@xerox.com		
Address	1851 E 1 st St.		
	Santa Ana, CA 92705		

Name	William Bennett III		
Phone	916	825	0261
Email	bill.bennettIII@xerox.com		
Address	1326 N. Market Blvd		
	Sacramento, CA 95834		

Name	Marcia Quo Schmidt		
Phone	714	658	4943
Email	marcia.quo-schmidt2@xerox.com		
Address	5700 Warland Drive		
	Cypress, CA 90630		

Name	Jim Potts, VP		
Phone	949	241	6030
Email	jim.potts@xerox.com		
Address	5657 Copley Drive		
	San Diego, CA 92111		

Supplier’s staff name may change upon mutual agreement of the parties. Supplier may update the name of its staff by written communication to UC.

2.3 Program Administration: Supplier must provide the necessary staff, infrastructure, and other resources at a level sufficient to ensure efficient, effective, and continually improving fulfillment of its obligations under this Agreement, and as further detailed in the RFP and Supplier’s Response, including, but not limited to:

- 2.3.1 All support to be available no less than Monday – Friday, 8:00am-5:00pm (Pacific), except holidays.
- 2.3.2 Provide a toll-free 800 number for Customer Service calls.
- 2.3.3 Coordinate contract/program implementation, including designating associated Project Manager.
- 2.3.4 Account management for on-going contract monitoring, maintenance and communication.
- 2.3.5 Account Representative(s) dedicated to UC Locations.
- 2.3.6 To insure customer service satisfaction, Supplier is required to call customer 3 days after equipment installation and training. Customer shall be defined as a designated user for that location. For UC Locations with MFD/Printer Fleet Management Programs, Customer shall be defined as the designated contacts for those Programs.
- 2.3.7 Supplier’s account representative must make frequent on-site visits sufficient to effectively address and resolve issues related to the fulfillment of Suppliers

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- obligations under the Agreement including, but not limited to: customer orders, problems, and invoice disputes; increase sales activity; advise regarding cost reduction and process improvement opportunities; assist in resolving problems; demonstrate products; provide training; and other customer services as required for the efficient operation of the program.
- 2.3.8 Coordinate all the order/installation process, inquiries regarding order status, and pricing concerns.
 - 2.3.9 Regular business review meetings (frequency to be determined by each location, though no less than quarterly) between Supplier's account manager and other representatives as needed (specialists, local representatives, management) and UC Purchasing and/or MFD/Printer Fleet Management Program at each location to review and discuss agreement purchase activity, Supplier key performance indicators (KPIs) and metrics, outstanding issues, new products and services roadmaps, and other related issues.
 - 2.3.10 Maintain a customer service satisfaction level of 98% or better as evidenced by the results of regular customer survey's conducted by supplier.
 - 2.3.11 A designated contact for billing/invoicing questions and issues.
 - 2.3.12 Ensure that all Supplier support staff are oriented and trained on Supplier's transaction systems and other infrastructure and processes at a level sufficient to meet University's needs and comply with Supplier's obligations under the Agreement.
- 2.4 Consistency: Supplier must provide and assure consistency across all UC Locations in the following areas:
- 2.4.1 Pricing on all Products
 - 2.4.2 Discounts on all Products
 - 2.4.3 Support offerings
 - 2.4.4 New Support offerings
 - 2.4.5 Customer Service
 - 2.4.6 Quality Control
 - 2.4.7 Ordering and Payment Processes and Systems
- 2.5 Partnering: Suppliers must establish and maintain a partner relationship with UC Location Purchasing and/or MFD/Printer Fleet Management Program with respect to MFDs and Laser Printers at each location to achieve objectives such as:
- 2.5.1 Improving Supplier performance
 - 2.5.2 Improving product and service quality
 - 2.5.3 Improving equipment utilization levels to reduce costs
 - 2.5.4 Increasing sales through product show sponsorship and other marketing assistance
 - 2.5.5 Reduction of paperwork and increased efficiency through consolidated invoicing and other methods
 - 2.5.6 Competitive pricing strategies

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2.6 In the event of a problem, Supplier makes the following escalation process available to UC:

Escalation Process and Chain of Command for Problem Resolution

Area	Level One		Level Two		Level Three	
	Why / When to Call	Who to Call	Why / When to Call	Who to Call	Why / When to Call	Who to Call
Customer Issues	Customer issues	Xerox Customer Service Unit	Customer issues beyond the control of or not resolved by Customer Service	Client Manager	Customer issues beyond the control of or not resolved by Client Manager	Account General Manager
Sales	Requests for Sales related issues or support	Xerox Customer Service Unit	Requests for Sales related issues or support not being addressed by Customer Service	Client Manager	Requests for Sales related issues or support not being addressed by Client Manager	Public Sector Sales Manager
Technical Service	Routine Service required	Xerox Service Help Desk	Technical Service issues not resolved in a timely fashion by Help Desk/Customer Service Engineer	Area Service Manager	Technical Service issues not resolved in a timely fashion by Area Service Manager	VP Technical Services

2.6.1 "Client Relationship Escalation Procedures": To effectively manage the Client relationship, Xerox recommends implementation of a document transformational business model and strategy that demonstrates various 'touch points' within both organizations that covers:

- Management: Allows the effective Operational Management of the contract with respect to the provision of the service and delivery of the documented Key

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Performance Indicators (KPIs) and Key Risk Indicators (KRIs) across all the business streams.

- Innovation: Allows a continuous focus on innovation of existing contracted services plus a focus on new value-added propositions.
- Review: Provides a regular Strategic review process at a senior corporate level that enables both parties to understand synergies between both organizations that will add value to the relationship through the contract period.

2.6.2 Issue Escalation Procedures: The effective management of risk and issues is an essential component of all successful programs. At the beginning of the implementation period Xerox will develop a risk and issue log that will be jointly managed with University of California on a regular basis. The risk and issue log will ensure accountability for risks and issues together with clear action to manage and, where possible, mitigate risk and resolve issues. Equally, Xerox will agree risk and issue thresholds with University of California to ensure the appropriate level of visibility and escalation. The escalation of risks and issues will be managed through an agreed management hierarchy based on their type and criticality.

2.6.3 Technical Service Escalation/Problem Resolution Process (see escalation process in Exhibit 3 Supplier UC Account Support Team. The steps for problem escalation are as follows:

- i. If the problem is not identified: Customer Service Engineer (CSE) contacts the Xerox Hotline to notify the Work Group Leader, who must respond within one hour.
- ii. If the problem remains unidentified and or unresolved: CSE re-contacts the Work Group Leader and the Xerox Field Manager for Customer Service to get further assistance and direction. This activity must transpire within 1-3 hours.
- iii. If Problem is still not identified or resolved: CSE contacts Work Group Leader, Customer Service Technical Specialist, and Field Manager for Customer Service to obtain further suggestions/information. This should occur within 3-4 hours.
- iv. If Problem is still not identified or resolved: CSE makes arrangements to receive site assistance from Work Group Leader/Customer Service Technical Specialist and notifies the customer's decision maker on equipment status. This should occur within four to six hours.
- v. If Problem is still not identified or resolved: CSE, Work Group Leader and Customer Service Technical Specialist contact Field Manager Technical Service to seek assistance outside the immediate support team. This should occur within six to eight hours.

2.7 Disaster Recovery/Business Continuity Plan: Supplier must establish, test, and maintain a Disaster Recovery/Business Continuity Plan, and deploy other systems and processes

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as necessary, in order to ensure efficient and timely fulfillment of its obligations under this Agreement in the event of a disaster or other service interrupting event.

2.8 Service Standards: During the term of this Agreement and any extension(s) of the Term, Supplier will provide the following minimum service standards:

Description	Commitment
1. Service/Guarantee a) Total uptime per device b) MFD warranty (parts & labor)	a) 96% (not more than 8 hours of downtime per month based on the total number of working hours per month) b) 90 days - Total customer satisfaction guarantee
2. Response/Repair Time a) Response time per device b) Response times to areas beyond 20 miles from major UC Locations	a) 4 business hours with 1 business hour acknowledging call back from technician or dispatch — starting from time of call placement Maximum 8 hours or upon mutually agreed time with field office or location administrators.
3. Delivery/Installation a) Delivery (new equipment) b) Delivery (replacement parts) c) Delivery (supplies) d) Installation	10 business days from vendor receipt of order; delivery between 8am and 12noon (Pacific), with one hour pre-delivery call, unless otherwise arranged b) Within 8 business hours from vendor receipt of order c) Within 2 business days from vendor receipt of order d) Installation upon delivery, unless otherwise arranged
4. Setup	Within 4 business hours of delivery, unless otherwise arranged.
5. Training Initial Customer training and IT support	Unlimited user training on features and functionality at no charge. Initial IT - support no charge.
6. Customer Service a) 800 Number b) Return customer calls	a) At no cost b) Within 1 business hour

2.9 During the term of this Agreement and any extension(s) of such term, Supplier shall provide after-hours services based on the following service standards.

2.9.1 Response time – Average 4 hours

2.9.2 Repair time – Average 2 hours

2.10 After hours Maintenance services requested and performed outside Supplier’s normal business hours will be charged to UC at the rates provided in the Exhibit 1 and Exhibit 2. Supplier shall not charge UC more than thirty (30) minutes travel time for the services performed after normal business hours.

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2.11 Supplier agrees to provide to UC, during Supplier's normal business hours (Monday-Friday, 8:00am-5:00pm Pacific), the maintenance necessary to keep the Product in, or restore the Product to, good working order. This maintenance service includes maintenance, based upon the specific needs of individual Product, as determined by Supplier, and unscheduled, on-call remedial maintenance.

Maintenance will include, but is not limited to, lubrication, adjustments, and the replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product.

Maintenance service requested and performed outside Supplier's normal business hours will be charged to UC at Supplier's applicable time and material rates and terms as provided in this Agreement.

Maintenance costs must be fixed or lowered during the term of the contract. Maintenance costs cannot increase in price during the term of the Agreement.

2.12 Service Warranty: Supplier warrants that services will be performed in a good workmanlike manner in accordance with the applicable service description. Supplier will service during the warranty as well as during the Service Contract through its own Service Organization. It is understood and agreed by UC that Supplier retains exclusive ownership and control of any proprietary software diagnostics utilized in servicing the Products. Supplier to provide MFD and Laser Printer warranty (Parts and labor) 90 Days – Total Satisfaction Guarantee

2.13 Non-Performance Penalty: Supplier agrees to credit UC for not complying with the service standards specified in Section 2.8, as follows:

2.13.1 Maintenance credit - Up to one hundred (100) percent credit to individual UC Locations of monthly maintenance charge for individual MFD availability of less than ninety-six (96) percent calculated for each MFD as specified below:

Uptime %	Credit (off maintenance monthly charge)
100% - 96.0%	0
95.9% - 95.0%	1%
94.9% - 94.0%	2%
93.9% - 93.0%	4%
92.9% - 92.0%	6%
91.9% - 91.0%	8%

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90.9% - 90.0%	10%
89.9% - 89.0%	12%
88.9% - 88.0%	14%
87.9% - 87.0%	16%
86.9% - 86.0%	18%
85.9% - 85.0%	20%
84.9% - 84.0%	22%
83.9% - 82.0%	24%
82.9% - 82.0%	26%
81.9% - 81.0%	28%
81.9% - 80.0%	30%
Less than 80.0%	100%

For purposes of computing the effective performance lever, accumulated hours of failure downtime for any month will be adjusted to the nearest whole of half-hour.

Credits to be calculated based on prorated share of maintenance charge to be calculated and prorated on a per equipment/unit basis.

Uptime is defined as the number of hours that each MFD is available and in good working order during Principle Period of Maintenance coverage as follows:

$$\text{Uptime Percentage} = \frac{\text{PPM} - \text{FT} \times 100}{\text{PPM}}$$

PPM - Principle Period of Maintenance (8:00am - 5:00pm, Monday through Friday, except holidays)

FT - Failure Time

For purpose of calculation, Failure Time is defined as any time during the Principle Period of Maintenance when a MFD is incapable of using any its features and functions, due to a failure of the machine mechanically or electronically. This Failure Time will be tracked and reported by Supplier.

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2.13.2 Delivery credit - Up to fifteen (15) percent of the UC net purchase price and/or monthly lease charge to be calculated on a per equipment unit basis for each device as specified below. The credit for late delivery will not apply in the event Supplier provides, within required delivery time, a loaner acceptable by UC ordering department.

Delivery Schedule (Business Days)	Credit (Off UC purchase/lease price)
10 days	0%
11 days	1.0%
12 days	2.0%
13 days	3.0%
14 days	4.0%
15 days	5.0%
16 days	6.0%
17 days	7.0%
18 days	8.0%
19 days	9.0%
20 days	10.0%
More than 20 days	15.0%

Credits to be calculated based on the UC Net purchase price and/or monthly lease/rental charge to be calculated on a per device basis.

2.13.3 The minimum quality of service standards set forth above recognize that occasional errors are likely, however, the Supplier further agrees to use best efforts to achieve 100% of service level. Should the service levels fall below the minimum standards and the Supplier does not take corrective action within thirty (30) days following University written notification, the University reserves the right to terminate the Agreement immediately.

2.14 Delivery and Installation:

Supplier shall provide delivery and installation of devices, including fulfillment process from UC Purchase Order submission to delivery, all at no separate or additional charges to University except as stated under Section 13(7) of the Agreement. UC has the option to accept or reject all Products delivered after promised delivery time, and in addition, may hold Supplier liable to an direct damages caused by late delivery as determined and documented by UC; provided, however, in no event shall the amount of such direct damages exceed UC documented replacement substitution cost for Products ordered. Supplier will report any delivery delay whatsoever to the ordering location, as well as its cause, within two (2) days after Supplier is able to reasonably determine there will be such a delay; such report will be provided to UC by telephone, email, or facsimile. Supplier shall keep UC fully informed if late delivery is due to causes beyond the

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reasonable control and without the fault or negligence of Supplier, including but not limited to: acts of God, war, civil commotion, governmental action, fire, floods, unusually severe weather, explosions, earthquakes, strikes or walkouts against UC, quarantine restrictions, or other causes beyond reasonable control of Supplier.

- 2.14.1 Suppliers' dedicated account representative must coordinate all the delivery, installation and training processes with designated representative(s) at each UC Location.
- 2.14.2 Supplier will provide a written acknowledgment of equipment delivery and installation.
- 2.15 Training: Supplier must provide training to UC authorized personnel sufficient to enable the proficient and productive use of Supplier's devices, systems and processes including, but not limited to:
 - Initial Training (following installation)
 - Follow-up training
 - On-going training (existing and new users)
- 2.15.1 Training to be provided by Supplier at UC Locations at mutually agreed upon dates and times, at no charge to UC.
- 2.16 Sustainability: Suppliers shall comply with the University of California Sustainable Practices Policy which is the University's standard for all sustainable practices including, but not limited to:
 - 2.16.1 For each device covered under the Agreement, Supplier must provide that device's EPEAT rating (Gold, Silver, Bronze) along with the EPEAT recorded options score. Each device must have achieved a minimum EPEAT rating of Bronze.
 - 2.16.2 Provide a take back process for toner cartridges and other consumables at no additional cost to University.
 - 2.16.3 Post Consumer Waste (PCW) Paper:
 - All devices shall be able to use recycled content paper up to and including 100% Post Consumer Waste (PCW) paper with high reliability, as long as the paper in use meets standard paper categories (e.g. copy, laser, or multi-purpose paper).
 - Full duplexing using up to and including 100% PCW paper shall be guaranteed by the manufacturer to reliably accomplish 100% duplexing. Recycled paper PCW content cannot be faulted by the Supplier's service personnel for equipment malfunctions.

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- Should a condition arise in which paper is suspect in underperformance in a significant number of devices using the same paper or same paper batch numbers, further testing may be coordinated by a UC designated official with Supplier to test and determine the appropriate resolution.
- 2.16.4 Environmentally Responsible Packaging: Supplier agrees to use good faith efforts to utilize minimal packaging, environmentally responsible packaging, recycling practices, and packaging take back for reuse, to minimize the adverse effects of packaging on the environment.
- 2.16.5 Provide a process by which devices can be taken back by the Supplier at the end of their useful life for remanufacturing, refurbishing, or recycling of parts. For MFDs, Supplier must take back devices at the end of their useful life at no cost, at University discretion.
- 2.16.6 Sustainable Transportation: Supplier agrees to work towards creating a delivery and transportation model which minimizes Green House Gas (GHG) emissions and has the least impact on the environment. The purchase of the cleanest and most efficient vehicles and tires will be a Supplier goal. The use of alternative fuels will be utilized where and when appropriate.
- 2.16.7 Sustainable Operations: Supplier agrees to implement a continuous improvement program related to sustainable operations of its facilities.
- 2.16.8 Reporting: Supplier will report to UC during the quarterly business reviews regarding the improvements that have been made in the previous quarter and planned improvements for the upcoming quarters. Supplier will provide UC quarterly summary reports as specified in the RFP detailing purchases, incentives and the purchase of sustainable products by UC systemwide and by location.
- 2.16.9 Supplier is required to register and participate in an assessment of their sustainability practices and procedures through the EcoVadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: <https://www.ecovadis.com/us/supplier-solutions-2/>.
- 2.17 Accessibility:
- 2.17.1 Products will be accessible to people with disabilities and comply with California Building Code 2016 for "forward reach" (11B-308.2) and for "side reach" (11B-308.3).
- 2.17.2 OCR will be available on all scanners at no additional cost to UC.

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- 2.17.3 On devices with scanning functionality, the installer or repair person will ensure that a one-page instructional flyer is posted at the device that (a) explains why OCR is critical to make PDFs accessible to people with disabilities, (b) instructs the user how to easily turn the OCR capability on/off, (c) provides information about the impact of the OCR process on file size or other document properties, emailing, uploading, and other functionality, and (d) advises that all floor-standing devices should have sufficient clearance for wheelchair access.
- 2.17.4 Accessibility features for each product will be identified in the supplier's online form/ecatalog.
- 2.18 Technical Support: Supplier must provide the following technical support to UC Locations:
- 2.18.1 Initial installation and configuration of MFD hardware and software for network connectivity and full functionality of the MFD to UC Locations and their IT resources, as needed and/or requested.
- 2.18.2 Onsite equipment electrical and mechanical troubleshooting and repairs.
- 2.18.3 Dedicated technical support staff with a working knowledge of all aspects of network functionality across all platforms including, but not limited to:
- 2.18.4 Hardware installation (network cards, cabling, etc.)
- 2.18.5 LDAP
- 2.18.6 Network administration (equipment, software installation/configuration, printer driver installation/configuration/characteristics and security settings as needed and requested.)
- 2.18.7 Advice and assistance with user-settable options in display menus and submenus
- 2.18.8 Support for MFDs or Laser Printer issues with respect to 3rd party vendor software and hardware.
- 2.18.9 Full maintenance services for Laser Printers, including repair parts, software and firmware updates and labor.
- 2.18.10 Supplier's employees that will be physically present at UC Locations (i.e. delivering copiers, providing service) must conform to the following:
- Wear proper uniform
 - Carry badges with picture ID
 - Successfully passed the following pre-employment background security checks:
 - Social security trace
 - National criminal search (including national sex offender registry)
 - County criminal search
 - Prior employer screening
 - Highest level of education (exempt only)
 - Motor vehicle record (driving roles only)
 - Bonded, or appropriately equivalent Crime Insurance coverage

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2.18.11 Supplier must provide the following quantity of service technicians:

- UC Davis/UCD Health – 13 Service Technicians
- UC Merced – 8 Service Technicians
- UC San Francisco/UC Hastings/UCSF Health – Service 20 Technicians
- UC Berkeley/UC Office of President/Lawrence Berkeley National – Service 25 Technicians
- UC Santa Cruz – Service 5 Technicians
- UCLA/UCSB/UC Irvine/UCLA Health/UC Irvine Health – 61 Service Technicians
- UC San Diego/UCSD Health/UC Riverside – 43 Service Technicians
- Total – 175 Technicians

There are 3 VP's of Technical Service and 12 Local Service Managers.

- 2.18.11..1 It is understood that the quantity of technicians per UC Location may change over time based upon the Supplier product usage among the locations, but in no event will the quality of service diminish below the requirements of this Agreement.
- 2.18.11..2 Supplier will maintain a ratio of service technicians per MFD at a level sufficient to meet it's obligations under the Agreement.
- 2.18.11..3 All technicians are trained and certified by Supplier for each product they serve.
- 2.18.11..4 Supplier will maintain an average field technician tenure of no less than 1 year.

3. Pricing:

- 3.1 Pricing on Exhibit 1 and Exhibit 2 is expressed as a discount from Manufacturer Suggested Retail Price) MSRP. MSRP must be available on a manufacturer's published price list and be publicly available throughout the agreement term.
- 3.2 The prices of Supplier's products included in this Agreement shall not increase for the duration of this Agreement for existing Models.
- 3.3 During the term of the Agreement, Supplier may add or delete contract devices introduced or removed from the market by the Supplier, provided the added device falls within the scope of the respective category. Supplier must update its dedicated contract websites and published catalogs and lists to reflect this change. New devices must be adequately described and the associated price list must be updated to reflect the new devices prices. Pricing must utilize the same pricing structure as was used for other devices falling into the same product category. The pricing structure will be dictated by the purchase price determined from the discount from Manufacturer Suggested Retail

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Price (MSRP) and other specified discounts listed in this RFP. Lease pricing will be dictated by the quoted leasing rates applied to the purchase price. Such additions and deletions must be approved by the UC contract administrator or their designee.

- 3.4 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 UC's responsibility. Upon request, Supplier will provide additional information to UC regarding the security features available for particular equipment models
- 3.5 Supplier agrees to extend the pricing terms for maintenance services and supplies included in this Agreement to Supplier's current population of Products placed at UC prior to the execution of this Agreement for models that are identical to the models in the bid. In the event that the current pricing for maintenance services and supplies is less compared to the pricing listed in Exhibit 1 and Exhibit 2, the current pricing shall not change.
- 3.6 Supplier will provide an additional 5% discount on the published UC equipment portion of the price list for Outright Sale/FMV and FPO Lease (equipment price only, excluding maintenance) for orders (order is defined as ordered at the same time on one order agreement) that includes revenue value that equals or exceeds \$75,000 for any combination of office units (MFD/Printers) . Any/all discounts will be taken at the time of order.
- 3.7 MFD/Printer Fleet Management Programs: Some UC Locations (as identified in the RFP Campus Profiles) utilize established MFD/Printer Fleet Management Programs, or similar groups managing a large population of MFDs and/or Laser Printers for the UC Location. The value added services provided by these programs may vary, but generally include:
- Institutional knowledge and understanding of UC Location hierarchy, policies & procedures, and local campus geography;
 - Onsite central point of contact at UC Location for first-tier service response and coordination, and centralized supplies and parts;
 - Consultation and equipment needs assessment for multiple departments within the UC Location;
 - Consolidation of multiple equipment orders onto single purchase orders (lease or purchase);
 - Coordination for volume deliveries of equipment;
 - Consolidated billing and meter reading reconciliation through a single contact at the UC Location;
 - Coordination of internal campus services for: delivery access, electrical upgrades, network access, copy/print control systems, help desk troubleshooting, and service call avoidance;

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- Summary invoicing, and single-contact invoice reconciliation;
- Managed mediation of customer equipment expectations and performance issues in lieu of the Supplier

In recognition of these value-added services currently in place at the UC Locations identified, and their resulting reduction in Suppliers' efforts, resources, and expenses, Supplier will provide MFD/Printer Fleet Management Programs an additional Five percent (5%) discount off all pricing on Exhibit 1.

If, after the implementation of this contract, a UC Location not operating such a program as of the effective date of this Agreement determines that is in their best interest to deploy such a program, Supplier will be notified by that UC Location's procurement office, after appropriate review and authorization. On authorization, such programs will be entitled to all benefits available to those programs currently established as detailed herein.

MFD/Printer Fleet Management Programs reserve the right to negotiate further discounts on any of Suppliers' products and/or services provided for under this RFP and its resulting contract.

At UC Locations with MFD/Printer Fleet Management Programs, Supplier will partner with these programs and direct all potential campus customers at the UC Location to the program before selling or leasing an MFD/Printer to the campus customer. Additionally, Supplier will provide marketing expertise to further the program development at the UC Location.

- 4. Reporting:** Supplier must provide electronic reports (in Microsoft Excel) or any other requested format to designated UC contacts providing a wide range of information, at both the system-wide and individual UC Location level, related to the Agreement including, but not limited to:

- 4.1 Quarterly Report Population of MFDs and Laser Printers reports including but not limited to the following data:

- UC Location
- UC department
- UC purchase order number
- Name, phone and email for department placing the purchase order
- Equipment serial number
- Name and Model of product(s) and/or service(s) Purchased
- Quantity purchased
- Price paid, per unit and total
- Method of acquisition (lease, purchase, etc.)
- Sustainable product purchases

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4.2 Monthly Reports:

- Response time
- Repair time
- Uptime
- Total service calls
- Delivery time
- Installation time
- Open leases, remaining terms, etc.

4.3 Equipment inventory report that will provide a detail listing of all products and their locations at the particular UC Location.

4.4 Annual reports comparing UC contract pricing with Supplier's other pricing available from in the higher education market.

4.5 Other reports as reasonably requested by UC.

4.6 Supplier must make a commercially reasonable effort to provide reports within five (5) business days.

5. Maintenance Service

5.1 Supplier agrees to provide to UC, during Supplier's normal business hours, the maintenance service necessary to keep equipment in, or restore the equipment to, good working order in accordance with Supplier's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Supplier, and unscheduled, on-call remedial maintenance.

5.2 Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Supplier. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Supplier. Maintenance services provided under this Agreement does not assure uninterrupted operation of the Product.

5.3 Supplier must coordinate all service calls through a centralized dispatch desk. All calls must be logged into a service system with a minimum of the following information:

- 5.3.1 All relevant customer information, location, phone number(s), contact name , caller name
- 5.3.2 A unique repair ticket number
- 5.3.3 Time of call placement from the customer
- 5.3.4 The customer's reported equipment malfunction or issue

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- 5.3.5 The equipment id number, model and serial number
 - 5.3.6 The equipment status operational status: operational, substandard, or inoperative
 - 5.3.7 Dispatched agent name or id number, dispatched time, location, caller, make, model, serial # and problem
- 5.4 Suppliers must further log the following information upon call completion:
- 5.4.1 Service technician's report of actual problem and troubleshooting & repair actions conducted.
 - 5.4.2 Arrival time, End time, Total Repair time, service copies made, final call status i.e.: completed.- closed, open, pending , escalated.
 - 5.4.3 Meter readings upon service completion (i.e. print, scan, color, b/w).
- 5.5 Locations with MFD/Printer Fleet Management programs may require that the call completion information be supplied from the Supplier's repair technician to a designated MFD/Printer Fleet Management program administrator at the conclusion of the service call.
- 5.6 Repair Parts And Supplies:
- 5.6.1 Supplier must carry in stock all common parts for no greater than next-day access by Supplier's service personnel.
 - 5.6.2 Supplier must produce or make parts and supplies available for no less than five (5) years after a model has been discontinued.
 - 5.6.3 Supplier must provide all UC Locations with the same discount for parts and supplies for the devices covered under this Agreement.
- 5.7 MFD Service and Parts: Supplier must offer full maintenance services for MFDs, including repair parts, software and firmware updates and labor based on the following options:
- i. **Option 1: Cost Per Impression Charge – Zero Volume Base**
Supplier will provide full service maintenance with supplies, excluding paper. Supplier will invoice respective UC Location on a monthly basis using a cost per impression charge applied to the actual monthly impression volume in the covered period without any minimum and/or maximum volume restrictions. Volumes will not be estimated. These rates apply to purchased and leased MFDs.
 - ii. **Option 2: Monthly Minimum Charge**
Supplier will provide full service maintenance with supplies, excluding paper. Supplier will charge UC a fixed monthly minimum charge, which will include a monthly impression volume allowance, with a separate

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cost per impression charge applied to the overage. These rates apply to purchased and leased MFDs.

iii. **Option 3: T&M** - Fixed Charge per Occurrence

Supplier will provide service repairs and maintenance using a Time and Material option. Supplier charges UC a fixed amount per occurrence and/or a fixed hourly fee, after expiration of standard or extended equipment warranties.

- 5.8 **Lemon Clause:** After the 90-day warranty period and until 36 months from the date of installation, or coterminous in the case of a longer lease, except due to operator error, for any device that fails to operate in accordance with the manufacturer's published performance specifications three times in any four week period and/or is subject to recurring related problems, Supplier shall replace that device with a new MFD or Laser Printer that meets the requirements of the same lot as the original equipment model, at no cost to the user. This will take precedence over any other warranty or service maintenance clauses associated with this contract. For purchased devices, customers must maintain an uninterrupted maintenance agreement, cost per copy, or lease agreement including parts and supplies with the contract vendor for the Lemon Clause to apply past the initial 90-day warranty period. The UC Location Purchasing and/or MFD/Printer Fleet Management Program will review user requests for the application of this clause and will make a determination regarding its use.

If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, awarded vendors must provide UC with the device's "Useful Life".

6. Data Security

6.1 For all MFDs/Laser Printers, Suppliers must:

- 6.1.1 Disclose all default accounts, access methods, and passwords on the device at delivery.
- 6.1.2 Certify that log-in credentials are not communicated in clear text by default, though clear text may be an option if cipher text is available as an option.
- 6.1.3 Deliver MFDs and/or Laser Printers with the latest, fully-patched software, firmware, or other OEM software as provided for device functionality as detailed on the "Specifications" tab of Exhibit 1 and Exhibit 2.
- 6.1.4 Notify all UC Locations of all known and reported vulnerabilities, and of planned updates or mitigations to software provided for device functionality as detailed on the "Specifications" tab of Exhibit 1 and Exhibit 2.
- 6.1.5 Disclose and describe shared accounts or service accounts that Supplier technicians may or will use, and the security procedures planned by Supplier.

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6.2 All devices must:

- 6.2.1 Provide secure login for administrator access (including username and password). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
- 6.2.2 Provide IP and MAC address filtering to limit users' access to the device via the web interface; and
- 6.2.3 Provide on/off (switchable) provisions for other types of access, including but not limited to telnet, rsh, SNMP, FTP, IPSec, SSL/TLS, etc. Suppliers must list all on/off provisions for all types of access in their response.

6.3 All MFDs/Laser Printers that are equipped with hard drives must:

- 6.3.1 Possess an "always on" security feature that overwrites the sector(s) of the hard drive used for processing copy, print, or scan data using at least 3 passes, preventing the data from remaining on the hard drive of the MFD or Laser Printer after the copy, print, or scan job is finished.
- 6.3.2 Provide at least 128-bit AES encryption (or equivalent) as part of the storage process for any information held on the hard drive for long-term storage.
- 6.3.3 Provide secure login for administrator access (including username and password), allowing administrators to set access levels for users who perform tasks on the device (e.g., managing address books (fax or scan addresses), or printing print, fax, or copy/scan logs). Upon setup and configuration, all default device or interface passwords must be changed and communicated to the designated contacts(s).
- 6.3.4 Isolate any incoming FAX line from all hardware that has network access. MFDs must have no physical or data connection between the Page Memory (or Temporary Data Storage) and the FAX controller.

6.4 Provide on/off (switchable) control of read/write access to the device from portable media (e.g., SD cards, USB drives, etc.); and be able to have their hard drives removed by a Supplier technician and surrendered to UC at the end of a lease, cost-per-copy agreement, or at trade-in (or at any time, for any reason, an MFD and/or Laser Printer is removed from UC) at no additional cost to UC.

6.5 In addition to the above, 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 UC's responsibility. Upon request, Supplier will provide additional information to UC regarding the security features available for particular equipment models

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7. **Technology Requirements:** Suppliers' devices must have the technological capability to fulfill specific requirements of the University including, but not limited to the following required device technologies:

- 7.1 100baseT or greater Ethernet connectivity
- 7.2 Connectivity to Supplier's MFDs and/or Laser Printers by devices using the following operating systems, including universal and device-specific PPDs. Include the expected timeframe for release of PPDs after operating system upgrades:
 - 7.2.1 Windows (requirement is from Windows 10.0 and higher; Suppliers to specify versions)
 - 7.2.2 Macintosh (Suppliers to specify versions; requirement is from OSX 10.13 and higher)
 - 7.2.3 IOS (Suppliers to specify versions; requirement is from iOS 11.0 and higher)
 - 7.2.4 Android (Suppliers to specify versions; requirement is from Android OS 8.0 and higher)
- 7.3 Connectivity to Supplier's MFDs and/or Laser Printers by following communications protocols:
 - 7.3.1 POP, IMAP
 - 7.3.2 IPv4/IPv6/IPsec
 - 7.3.3 LDAPv3 or higher
 - 7.3.4 Kerberos – must include Kerberos for Windows and Macintosh Operating Systems listed in 2a-2b above
 - 7.3.5 LPR/LPD/IPP
 - 7.3.6 Bonjour
 - 7.3.7 SMTP
 - 7.3.8 SNMP v1 – v3 including authentication protocols
 - 7.3.9 TCP port 9100 direct printing (bidirectional)
 - 7.3.10 SSL/TLS
- 7.4 Printing to Supplier's MFDs and/or Laser Printers using the following printing protocols/output types:
 - 7.4.1 PostScript Level 3
 - 7.4.2 PCL 6e
 - 7.4.3 PDF
- 7.5 Effective and successful installation and set-up of Supplier's MFDs and/or Laser Printers on University network.
- 7.6 Effective and successful installation and set-up of connectivity software (including, but not limited to, PPDs) to Supplier's MFDs/Laser Printers on customer computers as requested by the UC Location.

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- 7.7 All Proposers' devices must be able to interface with existing third-party access control and management systems at UC locations (Equitrac, ITC, Pharos, PaperCut, PCounter, or comparable), with the following requirements to achieve reliable and accurate transactions and transactional reporting:
- 7.7.1 Embedded software and/or external hardware to enable use of the third-party system; device-specific interface cables for external hardware must be provided and installed by Supplier at no cost to UC;
 - 7.7.2 Network connectivity across a hard-wired and/or a wireless network;
 - 7.7.3 Ability to use USB proximity and/or magnetic stripe card readers for user authentication and access to the third-party system.

8. Product Acquisition

- 8.1 Required MFD's: During the term of the Agreement, Supplier must provide at least one model MFD that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of MFD fulfilling the category requirements below.

- Category 1 - B/W Desktop 20+ pages per minute
- Category 2 - B/W 20-30 pages per minute
- Category 3 - B/W 31-40 pages per minute
- Category 4A - B/W 41-50 pages per minute
- Category 4B - B/W 51-60 pages per minute
- Category 5 - B/W 61-90 pages per minute

- Category 1 - Color Desktop 20+ pages per minute
- Category 2 - Color 20-30 pages per minute
- Category 3 - Color 31-40 pages per minute
- Category 4A - Color 41-50 pages per minute
- Category 4B - Color 51-60 pages per minute
- Category 5 - Color 61-90 pages per minute

- 8.2 Required Laser Printers: During the term of the Agreement, Supplier must provide at least one model Laser Printer that meets or exceeds UC's requirements for each of the following categories. Suppliers must provide detailed specifications for each model of Laser Printer fulfilling the category requirements below. Each model MUST have the ability to perform duplex printing and have ethernet connectivity:

- Category 1 - Low Volume - B/W 25-40 pages per minute
- Category 2 - Mid Volume - B/W 41-55 pages per minute
- Category 3 - High Volume - B/W 56-70 pages per minute
- Category 1 - Low Volume - Color 10-20 pages per minute

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- Category 2 - Mid Volume - Color 21-35 pages per minute
 - Category 3 - High Volume - Color 36-50 pages per minute
- 8.3 Purchase Option: Supplier agrees to sell to UC the required devices listed herein and associated products and services, if requested by UC, in accordance with the requirements set forth in this Agreement. Supplier shall warrant that the Products are new and owned by Supplier. Supplier warrants that it will repair or replace defective Products and/or parts, including labor at no cost to UC for ninety (90) days after the installation date. The title for the purchased MFDs and/or Laser Printers will be transferred to UC. In conjunction with purchased MFDs, Suppliers must offer a cost per copy (CPC) rate for service and supplies.
- 8.4 Lease Option: Suppliers agrees to offer to UC the required MFDs listed herein and associated products and services based on the following Full Market Value (FMV) and \$1 buyout terms:
- 36 Months
 - 48 Months
 - 60 Months
- 8.4.2 In conjunction with leased MFDs, Supplier must offer a CPC rate for service and supplies.
- 8.4.3 In conjunction with leased MFDs, on both FMV and \$1 buyout option, Supplier must offer a service and supply component.
- 8.5 Trial Units: Supplier must offer current models to UC Locations on a trial basis for thirty (30) days. UC Locations may opt to purchase or lease the trial model, request a different model for trial, or return the trial model(s) with no obligation to Supplier.
- 8.6 Product Certification: Supplier certifies and warrants that all products sold to UC under the Agreement:
- 8.6.1 Shall be new and genuine, except short term rentals or temporary replacements. Equipment provided under the Contract is currently manufactured by Xerox, though the equipment may contain recycled components that have been reprocessed to meet Xerox' new parts performance standards. The University will be the first user of the equipment.
 - 8.6.2 Shall be provided to UC in the manufacturer's original packaging unless otherwise requested by UC.
 - 8.6.3 Shall be manufactured and sold or distributed to the Supplier for retail sale in the United States.

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- 8.6.4 Shall be sold to the Supplier from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer.
 - 8.6.5 Shall not be altered or misbranded within the meaning of the Federal and State laws applicable to such products.
- 8.7 Trade-ins: Supplier agrees to assist UC in obtaining the best trade-in values available for UC owned Products through Supplier's recommended Equipment Brokers. Supplier shall provide the required administrative support, including removal of UC owned products, to UC to effectively manage the trade-in transaction(s) at no cost to UC.

Exhibit 3 – Xerox Account Support Team*

UC System-wide Contract 2020

Campus	Support Contact	Phone	Email
All, Vice President	Doug Macphee	562-977-7464	doug.macphee@xerox.com
UC San Diego	Daria Lewis	714-565-1550	daria.lewis@xerox.com
UC Irvine	Daria Lewis	714-565-1550	daria.lewis@xerox.com
UC Riverside	Marcia Quo-Schmidt	714-565-1112	marcia.quo-schmidt2@xerox.com
UC Los Angeles	Martin Soto	310-484-3799	martin.soto2@xerox.com
UC Santa Barbara	Martin Soto	310-484-3799	martin.soto2@xerox.com
UC Santa Cruz	Scott Reiber	925-701-1657	scott.reiber2@xerox.com
UC San Francisco	Scott Reiber	925-701-1657	scott.reiber2@xerox.com
UC Berkeley	Scott Reiber	925-701-1657	scott.reiber2@xerox.com
UCOP	Scott Reiber	925-701-1657	scott.reiber2@xerox.com
UC Davis	Bill Bennett	916-928-0770	bill.bennettIII@xerox.com
UC Merced	Bill Bennett	916-928-0770	bill.bennettIII@xerox.com

(*) Supplier's staff name may change upon mutual agreement of the parties. Supplier may update the name of its staff by written communication to UC.

ATTACHMENT B

ADDITIONAL TERMS APPLICABLE TO ALL NON- UNIVERSITY OF CALIFORNIA ENTITIES

The following terms ("Non-University Terms") are in addition to the terms included in the University of California Master Agreement and shall only be available to Non-University of California entities to procure equipment and services under this Agreement. Xerox agrees to make resulting Non-University of California pricing and terms from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") through OMNIA Partners' Cooperative purchasing program so long as such Public Agency is a registered member at OMNIA. For clarity, it is the express intention of the parties that only the Non-University of California pricing and terms from this solicitation shall be made available to non-University of California entities under the University of California Master Agreement. Should there be a conflict between the Non-University Terms and the terms of the University of California Master Agreement, the Non-University Terms will control.

General Terms and Conditions

1. **SCOPE.** The acquisition of Products and Maintenance Services by Non University of California entities is subject to the applicable terms and conditions of the University of California Master Agreement as modified by this Attachment B (the "Agreement"). In the event of a conflict among these documents, this Agreement will take precedence. "Products" means Xerox-brand equipment ("Equipment"), Software and Consumable Supplies ordered under this Agreement.
2. **TERM.** The initial term of this Agreement ("Initial Term") will commence on the date it is accepted by Xerox, and it will expire on the last day of the 36th full calendar month thereafter, unless early terminated by either party upon not less than 90-days' notice. Following the Initial Term, this Agreement may be renewed for two (2) additional one-year terms, under the same terms and conditions. Upon the expiration or termination of this Agreement, each IA (as defined in Section 3.a.) shall remain in full force and effect until the end of its term and shall be governed by the terms and conditions of this Agreement as if it were still in effect.
3. **ORDER DOCUMENTS.**
 - a. Customer will issue documents that Customer or Xerox require for acquisitions hereunder, including purchase orders and individual standard form Xerox agreements ("Order Document(s)") for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address and product description, including any Trade-In Equipment. Notwithstanding anything contained in any Order Document which is at variance with or additional to this Agreement, Order Documents will incorporate and be subject solely to the terms and conditions of this Agreement, except for standard Xerox agreement terms and conditions related to options selected by Customer at time of order. Xerox reserves the right to review and approve Customer's credit prior to acceptance of an Order Document, and Customer authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies. Upon acceptance by Xerox, the Order Document creates an individual agreement ("IA") for the Products identified therein. An IA for "Standard Lease" or "Major Account Lease" may be referred to herein as a "Lease IA". An IA for "Cash Purchase" or "Major Account Purchase" may be referred to herein as a "Purchase IA".
 - b. Order Documents may be submitted by hard copy or electronic means and those submitted electronically will be considered: (i) a "writing" or "in writing"; (ii) "signed" by Customer; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and, (iv) valid and enforceable.
4. **ELIGIBLE AFFILIATES.** Xerox will provide Products under this Agreement to Customer's Members. If a Member submits an Order Document, it will be the "Customer" for purposes of the resulting IA. If Customer divests a Member, such divested entity is no longer eligible to submit Orders under this Agreement.
5. **PRODUCTS.** Customer represents that the Products: (i) will be used in Customer's business in the United States, its territories and possessions ("U.S."); (ii) are not being acquired for resale; and (iii) will not be used for personal, household or family purposes. Xerox may, for purposes of future order-taking, add Products to this Agreement or withdraw Products that become no longer generally commercially available.
6. **EQUIPMENT STATUS.** Except for Equipment identified in an IA as "Previously Installed", Equipment will be (a) "Newly Manufactured", which may contain some reconditioned components; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

- 7. EQUIPMENT COMMENCEMENT & INSTALLATION DATES.** The initial Term of an IA that includes Equipment will commence on the "Installation Date", which means: (a) for Equipment installed by Xerox, the date Xerox determines the Equipment to be operating satisfactorily and is available for Customer's use, as demonstrated by successful completion of diagnostic routines; and (b) for Equipment designated as "Customer Installable", the Equipment delivery date.
- 8. 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.
- 9. 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 in the applicable IA. Maintenance Services are provided as a mandatory part of a Lease or Rental IA, or under a Maintenance IA. 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: (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 products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; or (e) 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. If Xerox is unable to repair the Equipment so that it performs consistently in accordance with its specifications, Xerox will 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 a Maintenance Plan, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may reasonably estimate the reading and bill Customer accordingly.
- 10. 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"), Customer agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. 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 and/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. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
- 11. DELIVERY & REMOVAL.** Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal will be at Customer's expense.
- 12. PAYMENT & TAXES.**

 - a. 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 in accordance with the state's prompt payment statutes, or, if such statutes are not applicable, within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce Customer's obligations.
 - b. Customer is 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 Customer timely provides proof of its tax exempt status. Taxes do not include taxes on Xerox's income and, for Lease IAs, Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes. Except for Equipment that includes a Bargain Purchase Option, a Lease IA is a lease for all income tax purposes and Customer will not claim any credit or deduction for depreciation of the Equipment or take any other action inconsistent with its role as lessee of the Equipment.

- 13. LATE CHARGES & DEFAULT.** If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and Customer will pay, a late charge equal to 5% of the amount due or \$25, whichever is greater, or the amount allowed by applicable law, if less. Customer will be in default under an IA if Xerox does not receive any payment within 15 days after the date it is due or Customer breaches any other obligation under this Agreement, any IA hereunder, or any other agreement with Xerox. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement or any IA.
- 14. NON-CANCELABLE AGREEMENT.** LEASE AND INSTALLMENT PURCHASE IA's CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER'S 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.
- 15. WARRANTY DISCLAIMER & WAIVERS.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- 16. LEASE OPTIONS FOR PURCHASE, RENEWAL, AND TERMINATION.** The following options are available for Equipment under a Lease IA:
- If not in default hereunder, Customer may purchase the Equipment, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term of a Lease IA for the purchase option indicated in such IA, plus all applicable Taxes.
 - Unless either party provides notice of termination at least 30 days before the end of the initial Term of a Lease IA, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Lease IA upon at least 30 days' notice. Upon termination, Customer 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).
- 17. INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. Customer 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 Xerox-brand Product and, if purchased, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to Customer), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to Customer's specifications or being used or sold with products not provided by Xerox.
- 18. LIMITATION OF LIABILITY.** For claims arising out of or relating to this Agreement or any IA written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to Customer for any direct damages relating to this Agreement or any IA written hereunder in excess of the sum of the amounts paid and to be paid during the initial Term of the applicable IA and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages.
- 19. ASSIGNMENT.** Neither party may assign without the prior written consent of the other party.
- 20. NOTICES.** Unless provided otherwise in this Agreement, notices under this Agreement or any IA must be sent in writing to the party's address or facsimile number set forth below. Notices will be deemed given 5 days after mailing by first class mail, 2 days after sending by nationally recognized overnight courier, or on the date of electronic confirmation of receipt of a facsimile transmission, when followed by mailing of such notice as provided herein. Invoices are not considered notices under this Agreement and are governed by provisions relating specifically thereto. All payment related notices under an IA shall be sent: (a) to Customer at the "Bill to" address in the IA, and (b) to Xerox at the inquiry address on the most recent invoice. All other notices under this Agreement or an IA shall be sent to a party at its address or facsimile number below. Either party may change its address or facsimile number for receipt of notice by notifying the other party at its address or facsimile number below.

To Customer:

To Xerox:

**Office of General Counsel
Xerox Corporation
45 Glover Avenue
P. O. Box 4505
Norwalk, CT 06856-4505**

Facsimile:

Facsimile:

- 21. FORCE MAJEURE.** Xerox will not be liable to Customer during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify Customer if such a circumstance occurs.
- 22. 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. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by Customer, and Customer 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, at Xerox's expense, 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 Customer's use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge Customer for such excess usage. Upon request, Customer will provide current meter reads and/or an inventory of Consumable Supplies in its possession.
- 23. RELOCATION.** Until Customer has paid in full under a Purchase IA or Installment Purchase IA, or while Equipment is subject to a Lease or Rental IA: (a) all Equipment relocations must be arranged (or approved in advance) by Xerox and will be at Customer's expense; (b) while Equipment is being relocated, Customer remains responsible to make all payments under the applicable IA; and (c) Equipment cannot be relocated outside of the U.S.
- 24. SOFTWARE**
- a. **SOFTWARE LICENSE.** Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an IA as "Application Software" only on any single unit of equipment for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this subsection a.). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) Customer is notified of a default under an IA; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any IA under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
- b. **SOFTWARE SUPPORT.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable IA 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 Application Software, Software Support will be provided as long as Customer is 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 Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that 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 Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. New releases of 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 6 months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license

fees at Xerox's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the SOFTWARE LICENSE and SOFTWARE SUPPORT provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase the Annual Renewal and Support-Only Fees for Application Software. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.

- c. **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 Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox, provided that any on-site access to Customer's facility will be during Customer's normal business hours.

25. REMOTE SERVICES.

- a. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above.
- b. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

26. TRADE-IN EQUIPMENT. Customer warrants that Customer has the right to transfer title to the equipment Customer is trading in as part of an IA ("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 Customer's premises. Customer will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. Customer 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 Customer's premises.

27. TOTAL SATISFACTION GUARANTEE.

- a. "SP Equipment" means any iGen3, iGen4, iGen150, iGen5 or Xerox Color 8250 Production Printer. If, during any 90 day period, the performance of SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Equipment with comparable features and capabilities (the "SP Equipment Guarantee"). The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire 3 years after the Installation Date, unless the SP Equipment is being financed under this Agreement for more than 3 years, in which event it expires at the end of the initial Term of the subject Installment Purchase, Rental or Lease IA; provided however, for SP Equipment identified as "Previously Installed", this SP Equipment Guarantee expires 1 year after installation. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox under a Xerox maintenance agreement, and (ii) operated at all times in accordance with the Expectations Document.
- b. "Non-SP Equipment" means any Equipment other than SP Equipment. If Customer is not completely satisfied with any Non-SP Equipment delivered under an IA under this Agreement, Xerox will, at Customer's request,

replace it without charge with identical Non-SP Equipment or, at the option of Xerox, with Equipment with comparable features and capabilities (the "Non-SP Equipment Guarantee"). The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox under a Xerox maintenance agreement. The Non-SP Equipment Guarantee is effective for 3 years after the Installation Date, unless the Non-SP Equipment is being acquired under an Installment Purchase, Rental or Lease IA with an initial Term of more than 3 years, in which event it will expire at the end of the initial Term of the subject IA; provided however, for Non-SP Equipment identified as "Previously Installed", the Non-SP Equipment Guarantee expires 1 year after the Installation Date. The Non-SP Equipment Guarantee does not apply to a limited number of Non-SP Equipment models, which models are identified in the applicable Order Document.

- c. The SP Equipment Guarantee and Non-SP Equipment Guarantee replace and supersede any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

28. GOVERNMENT CUSTOMER TERMS: The following additional terms apply to Lease and Installment Purchase IA's:

a. REPRESENTATIONS & WARRANTIES, FUNDING, TAX TREATMENT & PAYMENTS:

- (i) REPRESENTATIONS & WARRANTIES. Customer represents and warrants, as of the date of this Agreement and of each IA hereunder, that: (1) Customer is a State or a fully constituted political subdivision or agency of the State in which Customer is located and is authorized to enter into, and carry out, Customer's obligations under this Agreement, any IA hereunder and any other documents required to be delivered in connection with the Agreement or any IA hereunder (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by Customer in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement or an IA hereunder and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Customer's governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by Customer within the scope of Customer's authority and will be used only by Customer and only to perform such function; (5) Customer's obligations to remit payments under this Agreement or any IA hereunder constitute a current expense and not a debt under applicable state law; and (6) no provision of this Agreement or any IA constitutes a pledge of Customer's tax or general revenues and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement or the subject IA.
- (ii) FUNDING. Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Products, and it is Customer's intent to use the Products for the entire lease term and to make all payments required under this Agreement or an IA hereunder. If (1) through no action initiated by Customer, Customer's legislative body does not appropriate funds for the continuation of this Agreement or an IA hereunder for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) Customer has made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within Customer's general organization who can continue this Agreement or an IA hereunder, this Agreement or an IA hereunder may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's legislative body does not appropriate funds for such upcoming fiscal year, notify Xerox that Customer's legislative body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must be accompanied by payment of all sums then owed through the current year under this Agreement or any IA hereunder and must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer will return the Equipment, at Customer's expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).
- (iii) TAX TREATMENT. Xerox has accepted this Agreement and each IA hereunder based on Customer's representation that Xerox may claim any interest paid by Customer as exempt from federal income tax under Section 103(c) of the Code. Customer 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. Customer appoints Xerox as Customer's agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement or an IA hereunder in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the

regulations prescribed thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of Customer's failure to comply with or be covered by Section 103(c) or its regulations, then, subject to the availability of funds and upon demand by Xerox, Customer will pay Xerox an amount equal to its loss in this regard. Customer will provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

(iv) **PAYMENTS.** All payments are due within 30 days of the invoice date.

27. AMENDMENT. All changes to this Agreement or any IA hereunder must be made in a writing signed by both parties. The amendment of this Agreement or any IA shall not affect the obligations of either party under any other IA's under this Agreement.

28. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information Customer provides completely and accurately represents Customer's financial condition.

29. MISCELLANEOUS. This Agreement is governed by the laws of the State of California (without regard to conflict-of-law principles). In any action to enforce this Agreement or any IA hereunder, the parties agree (a) to the jurisdiction and venue of the federal and state courts (i) for OMNIA Partners in Williamson County, Tennessee, and (ii) for Members, in the specific jurisdiction and venue of the Member and (b) to waive their right to a jury trial. If a court finds any term of this Agreement or any IA 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. Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address Customer provides to Xerox. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement and each IA hereunder which will be admissible in any action to enforce it, but only the Agreement or IA held by Xerox will be considered an original. Xerox may accept this Agreement or any IA hereunder either by signature or by commencing performance. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement and any IA hereunder. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement or any IA that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement or any IA to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement or the subject IA, or refunded to Customer.

30. ENTIRE AGREEMENT. The following are attached hereto and made part hereof:

- ARTICLE I: RESERVED
- ARTICLE II: MAJOR ACCOUNT LEASE AND PURCHASE TERMS AND CONDITIONS
- ARTICLE III: RESERVED
- ARTICLE IV: MAINTENANCE TERMS AND CONDITIONS
- ARTICLE V: RESERVED
- ARTICLE VI: SERVICES MASTER AGREEMENT

ARTICLE II: MAJOR ACCOUNT LEASE TERMS AND CONDITIONS

Customer's acquisition of Equipment by Major Account Lease is governed by the terms and conditions of the Agreement and this Article.

1. **PRICING.** The Minimum Payment and Print Charges will not increase during the initial Term of a Major Account Lease IA.
2. **TERM.** The initial Term for any Major Account Lease IA will be the number of full calendar months stated in such IA. The Minimum Payment for any partial month following the Installation Date will be billed on a pro rata basis, based on a 30-day month.
3. **TITLE AND RISK.** Title to the Equipment remains with Xerox until Customer exercises its Purchase Option. Risk of loss or damage to the Products passes to Customer upon delivery. Customer will insure the Products against loss or damage and the policy will name Xerox as Loss Payee.
4. **PROTECTION OF XEROX'S RIGHTS.** Customer authorizes Xerox or its agent to file financing statements necessary to protect Xerox's rights as lessor of the Equipment. Until Customer has paid in full pursuant to the Purchase Option under a Major Account Lease IA, Equipment will remain personal property and Customer will not: (a) attach it as a fixture to any real estate; (b) pledge, sub-lease or part with possession of it; (c) file or permit to be filed any lien against it; or (d) make any permanent alterations to it. Customer will promptly notify Xerox if Customer relocates its principal place of business or changes the name of its business.
5. **REMEDIES.** If Customer defaults under the Agreement or any Major Account Lease IA, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at Customer's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the initial Term of the Major Account Lease IA, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If Customer notifies Xerox and makes the Equipment available for removal by Xerox in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default, Customer, upon recovery of the Equipment by Xerox, will receive a credit for the fair market value of the Equipment (as determined by Xerox), less any costs incurred by Xerox.
6. **FINANCE LEASE.** A MAJOR ACCOUNT LEASE IA IS A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

END OF ARTICLE

ARTICLE IV : MAINTENANCE TERMS AND CONDITIONS

Customer's acquisition of Maintenance Services by a Maintenance IA or under a Lease or Rental IA is governed by the terms and conditions of the Agreement and this Article.

- 1. MAINTENANCE TERM.** The initial Term of a Maintenance IA will commence: (a) for newly installed Equipment, on the Installation Date; (b) for all other Equipment, on the date Xerox accepts the Maintenance IA. The initial Term of a Maintenance IA will expire on the last day of the final calendar month of the initial Term, unless Customer chooses to renew the Maintenance IA for an equivalent term.
- 2. INDIVIDUAL AGREEMENT PRICING.** Except as otherwise provided in a Maintenance IA, Xerox may annually increase the Minimum Payment and Print Charges under a Maintenance IA upon 30 days' notice.
- 3. REMEDIES.** If Customer defaults under this Agreement or a Maintenance IA, Xerox, in addition to its other remedies (including the cessation of Maintenance 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 from the due date until paid at the rate of one and one-half percent (1.5%) per month (b) the lesser of (i) the remaining Minimum Payments in the initial term of the Maintenance IA, or (ii) six (6) such payments for one year agreements or twelve (12) such payments for multi-year agreements; and, (c) all applicable Taxes.
- 4. RELOCATION.** If notified by Customer, Xerox will continue to provide Maintenance Services on Equipment relocated by Customer, provided that such relocation is to an area where Xerox offers Maintenance Services for the affected Equipment.

END OF ARTICLE

ARTICLE VI: SERVICES MASTER AGREEMENT

The following Service Master Agreement will be used by Non- UC University Customers when procuring managed print services, including maintenance services, Products (Software, Equipment, Third Party Products and/or Consumable Supplies supplied by Xerox and provided to Customer pursuant to an Order.

THIS SERVICES MASTER AGREEMENT NO. << Enter 7 Digit Contract Number >>> is between Xerox Corporation ("Xerox"), a New York corporation with offices at 45 Glover Ave. Norwalk, CT 06856 and << Enter Customer's Legal Name >>> ("Customer").

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to the Customer over time. This Agreement is grouped into Modules. However, it is the intent of the parties that the Products and Services acquired hereunder be acquired under the applicable terms of the University of California Master Agreement # _____ executed between University of California and Xerox as well as the terms for included in Attachment B to the University of California Master Agreement. Therefore, the terms and conditions for OMNIA customers are incorporated by reference into this Agreement. Any conflict between the terms and conditions on Attachment B or the terms of the University of California Master Agreement and this Agreement will be resolved in favor of this Agreement.

The "GEN" 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

DEF 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. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- g. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.
- h. **Confidential Information** means information identified as confidential and provided by the disclosing party to the receiving party.
- i. **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.
- j. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, work space, 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.

- k. **Customer Confidential Information** means Confidential Information belonging to Customer and includes, without limitation, Customer Content and Private Information.
- l. **Customer Content** means documents, materials, or information that Customer provides in hard copy or electronic format to Xerox, containing information about Customer or its clients, in order for Xerox to provide Services, Maintenance Services, or Products.
- m. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.
- n. **Customer 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 Customer as of the Effective Date or that may be created by Customer after the Effective Date, excluding Xerox Confidential Information.
- o. **Data** means data that the Xerox Tools and Xerox Client Tools automatically collect from all Equipment and Third Party Hardware that appears on Customer's network, or that are locally connected to another device on Customer's network, when such Tools are installed on Customer's network. Examples of Data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data.
- p. **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.
- q. **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.
- r. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- s. **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.
- t. **Effective Date** means the date this Agreement is signed by Xerox.
- u. **Equipment** means Xerox-brand equipment.
- v. **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.
- w. **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.
- x. **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.
- y. **Feature Releases** means new releases of Software that include new content or functionality.
- z. **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.
- aa. **Funds** means collectively Amortized Services and Third Party Funds.
- bb. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as "Maintenance Releases" or "Updates."
- cc. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- dd. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a "Module." The Modules under this Agreement are the DEF, GEN, SVC, EQP, EP, MS and SW Modules.
- ee. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services, and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items are billed separately from the MMC.

- ff. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.
- gg. **Output of Services** means electronic images created by scanning tangible documents containing Customer Content, all full or partial copies (tangible and intangible) of Customer Content, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) created by Xerox and delivered to Customer under an Order, but shall not include Third Party Software, or Xerox Intellectual Property.
- 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 Software, Equipment, Third Party Products and/or Consumable Supplies 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. Any terms in a PO are not binding and are of no force or effect.
- ll. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- mm. **Remote Data** means data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment or Third Party Products connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data.
- nn. **Remote Data Access** means electronic transmission of Remote Data to or from a secure offsite location.
- oo. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- pp. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- qq. **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.
- rr. **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.
- ss. **Software** means 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, transaction-based gross receipts, and privilege Taxes.
- bbb. **XDM Customer Views** means a limited set of features such as printer error messages, basic printer status, troubleshoot (e.g., access printer web page, submit test page, reboot printer, retrieve audit logs) and upgrade printer (e.g., add upgrade file, delete upgrade file, run upgrade, delete upgrade task, restart upgrade task) that are available through the Xerox Tool known as Xerox Device Manager.
- ccc. **Xerox Confidential Information** means Confidential Information belonging to Xerox and includes, without limitation, whether marked as such or not, any services procedures manuals, Xerox Tools, Xerox Client Tools, and Xerox Intellectual Property.
- ddd. **Xerox Client Tools** means certain proprietary software used to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof that are licensed to Customer in accordance with GEN 1.8(d).
- eee. **Xerox 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 Xerox as of the Effective Date or that may be created by Xerox after the Effective Date, including without limitation, Software, Data, Remote Data, Xerox Tools and Xerox Client Tools, and excluding Customer Confidential Information and Output of Services.
- fff. **Xerox Products** means Equipment, Software, and Consumable Supplies acquired pursuant to this Agreement.
- ggg. **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

GEN 1. – GENERAL

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

GEN 1.1– AGREEMENT STRUCTURE

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Customer Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.
- b. **Orders and Services Contracts.**
 - i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by a Customer Affiliate, such Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose. If a Customer Affiliate establishes a Services Contract by placing an Order hereunder, it will be the "Customer" for the purposes of such Services Contract.
 - 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. Unless Customer provides notice in writing at least thirty (30) days before the end of the term of an Order of its intention not to renew, the Order will renew automatically on a month-to-month basis on the same terms and at the same price.
- iv. 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.

GEN 1.2 – CHARGES, PAYMENT AND DEFAULT

- a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's then current overtime rates 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, or direct debit from Customer's bank account within thirty (30) days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment. For any payment not received by Xerox within ten (10) days after the due date, Xerox may charge, and Customer agrees to pay, a late charge of the greater of \$25 or five percent (5.0%) of the amount overdue (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. 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 thirty (30) days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.
- c. **Default.** Customer will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due, or if Customer breaches any other obligation under this Agreement, any Services Contract, or any other agreement with Xerox. If Customer, defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/ or Consumable Supplies), may require immediate payment of (1) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1.5% per month, and (2) any early termination charges set forth in this Agreement or in the applicable Services Contract and/or Order(s). Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce any Services Contract.

GEN 1.3 – TAXES

- a. Customer will be responsible for all Transaction Taxes. Transaction Taxes will be included in Xerox's invoice unless Xerox receives proof of Customer's tax-exempt status. Customer shall not be responsible for Excluded Taxes.

GEN 1.4 – RESERVED.

GEN 1.5 – RESERVED.

GEN 1.6 – CUSTOMER RESPONSIBILITIES

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

- a. that Products acquired hereunder are ordered for Customer's (or its Affiliates') own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;
- b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;
- c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;
- d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;

- e. to maintain the manufacturer's maintenance agreement for any Third Party Products;
- f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;
- i. that, as between Xerox and Customer, Customer alone is responsible for backing up its Customer 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 Customer Content provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and
- k. to provide contact information for Equipment such as name and address of Customer contact.

GEN 1.7- 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 Warranty. Xerox warrants to the Customer that the Services will be performed in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skills in accordance with the applicable Order. If the Services do not comply with the SLAs or other requirements set forth in the applicable Order, Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s), and begin to develop a corrective action plan. As Customer's exclusive remedy under this warranty for Xerox's non-compliance with this warranty, Xerox will either modify the Services to comply with the applicable SLAs or other requirements or re-do the work at no additional charge within 60 days of finalizing the plan or another time period agreed to in writing by the parties.
 - 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 sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.
 - iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:
 - (a) Customer's failure or delay in performing its responsibilities under this Agreement;
 - (b) reasons outside Xerox's reasonable control, including Customer Assets, Customer Content, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
 - (c) unauthorized modifications to Equipment, Third Party Hardware or the Output of Services.
- 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. 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.

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

GEN 1.8 – INTELLECTUAL PROPERTY OWNERSHIP

- a. **Customer Intellectual Property.** Customer grants to Xerox a non-exclusive, royalty-free, fully-paid up, worldwide license to use Customer Intellectual Property, Customer Content and Output of Services only for purposes of, and only to the extent required for, providing Services, Maintenance Services or Products under this Agreement. Xerox agrees not to decompile or reverse engineer any Customer Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Customer Intellectual Property are granted to Xerox.
- b. **Ownership of Output of Services and License to Xerox Intellectual Property.** Except to the extent that the Output of Services may incorporate any Xerox Intellectual Property, the Output of Services shall be the sole and exclusive property of Customer. To the foregoing extent, Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. To the extent that the Output of Services may incorporate any Xerox Intellectual Property, Xerox grants Customer a non-exclusive, perpetual, fully paid-up, worldwide right to use, display, and reproduce the Xerox Intellectual Property only as required for use of the Output of Services for Customer's customary business purposes and not for resale, license or distribution outside of Customer's organization. If XDM Customer Views are to be provided under a SOW, Xerox grants Customer a limited license to access and use the XDM Customer Views only for the purpose of receiving Services under the SOW. Customer agrees not to decompile or reverse engineer any Xerox Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Xerox Intellectual Property are granted to Customer.
- c. **Xerox Tools.** Xerox Tools may be used by Xerox to provide certain Services. 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, 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 Data 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.
- d. **Xerox Client Tools.** Xerox grants to Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Client Tools only for the purpose of receiving the Services for which they were provided. Customer may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Client Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Client Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Certain Xerox Client Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately.
- e. **Data Collection and Use.** Data collected by the Xerox Tools is transmitted by a Xerox Tool to a remotely hosted server that hosts other Xerox Tools. The automatic data transmission capability will not allow Xerox to read, view or download any Customer documents or other information residing on or passing through the Equipment or Third Party Hardware or Customer's information management systems.

GEN 1.9 – INDEMNIFICATION

- a. **General Indemnification.** Xerox, if promptly notified and given the right to control the defense, shall indemnify, defend and hold harmless the Customer, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by Xerox's negligent acts or omissions, or willful misconduct in connection with this Agreement.
- b. **Xerox Indemnification.** Xerox shall, if promptly notified by Customer (or its Affiliate(s)) and given the right to control the defense, indemnify, defend and hold harmless Customer, its Affiliates and their respective officers, directors, employees, agents successors and assigns, for all Claims that Xerox Products or Customer's use of the Services provided by Xerox under this Agreement infringe a U.S. patent, copyright or other intellectual property right. Notwithstanding anything to the contrary herein, Xerox shall have no

obligation under this Section **GEN 1.9(b)** to the extent any Claim is based on or arises out of any (i) Services performed using Customer Assets, Customer Content or other materials provided to Xerox by Customer for which Customer failed to provide sufficient rights to Xerox; (ii) infringement by Services resulting from Customer's direction, specification or design, (iii) modification or alteration to such Xerox Products or Services not approved in writing by Xerox; (iv) any combination or use of the Xerox Products or Services not approved in writing by Xerox; (v) use of the Xerox Products or Services not in accordance with the applicable Documentation; or (vi) Customer's failure to use corrections or enhancements to the Xerox Products provided by Xerox. If a Claim is made or appears likely to be made pursuant to this Section **GEN 1.9(b)**, Customer agrees to permit Xerox, at Xerox's sole option and expense, to obtain the right to enable Customer to continue to use such Xerox Products, to make them non-infringing or to replace them with items that are at least functionally equivalent. If Xerox determines that none of these alternatives is reasonably available, Customer agrees to return such Xerox Products to Xerox upon Xerox's written request. Xerox will then give Customer a refund equal to the amount Customer paid Xerox for such Xerox Products less a reasonable usage fee.

- c. Xerox is not responsible for any litigation expenses of the Customer or any settlements unless it pre-approves them in writing.

GEN 1.10 – LIMITATION OF LIABILITY

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION **GEN 1.10(c)**, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **LIMITATION ON RECOVERY.** SUBJECT TO SECTION **GEN 1.10(c)**, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION **GEN 1.10(b)** SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.
- c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION **GEN 1.10** SHALL NOT APPLY WITH RESPECT TO:
 - i. THE SPECIFIC INDEMNITY OBLIGATIONS SET OUT IN THIS AGREEMENT;
 - ii. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;
 - iii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR
 - iv. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

GEN 1.11 – TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a term of _____ months, and continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon thirty (30) days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products, Xerox Tools, and/or Xerox Client Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event that the University of California Master Agreement expires or is terminated, this Agreement and all Services Contracts and Orders thereunder that are in effect at that time shall remain in full force and effect until their expiration or termination, and continue under the same terms and conditions as if the University of California Master Agreement Contract were still in effect. In the event this Agreement expires or is terminated, each Services Contract in effect at that time shall remain in full force and effect until the expiration or

termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason 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 together with a 15% disengagement fee, for loss of bargain and not as a penalty.

GEN 1.12– CONFIDENTIALITY

- a. **Obligation.** Customer and Xerox acknowledge that, during the term of this Agreement and any Order hereunder, each party (or its Affiliates) may be provided with or have access to, certain Confidential Information belonging to the other party (or its Affiliates). The parties will ensure that their employees comply with their respective corporate policies and procedures regarding the disclosure of Confidential Information. The parties agree to use the Confidential Information provided under this Agreement only for purposes directly related to the performance of obligations and use of rights granted under this Agreement. The receiving party may not disclose Confidential Information to third parties unless such third party has a need to know such Confidential Information in order to perform under this Agreement and has agreed in writing to be bound by terms no less restrictive than those set forth herein. Each party shall be responsible for any breaches of the obligations in this Section by its employees and such third parties. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like importance, but not less than reasonable care. Each party agrees not to disclose the terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, without the other party's prior written consent. Xerox may use Customer as a reference with other customers, including in marketing materials. Xerox may disclose the identity and address of Customer to Xerox's third party licensors if contractually required for royalty reporting purposes.
- b. **Exclusions.** The 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; or (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information.
- c. **Return of Information.** Upon termination or expiration of this Agreement or an Order, except as otherwise set forth hereunder, each party shall cease use of the other party's Confidential Information and other data and, upon request, shall (1) return all such Confidential Information and any copies thereof, or (2) permanently destroy such Confidential Information and certify that such Confidential Information has been so destroyed; provided, however, that any obligations regarding removal of Customer Confidential Information stored on hard drives on Equipment owned by Xerox and any costs associated with such removal will be set forth in the applicable Order.
- d. **Disclosure under Legal Requirement.** If the recipient of Confidential Information is required to disclose Confidential Information pursuant to a court order or by law or regulation, that party will (1) notify the disclosing party of the obligation to make such disclosure, and (2) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.
- e. **Duration of Confidentiality Obligation.** Except for Private Information and Xerox Intellectual Property, the obligations set forth in this Section shall continue for one (1) year after termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. Confidentiality obligations with respect to Xerox Intellectual Property shall continue so long as it continues to be Xerox trade secrets.
- f. **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.

GEN 1.13– 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.

GEN 1.14 – GOVERNING LAW AND JURISDICTION

This Agreement, each respective Order, and any dispute or claim arising out of or in connection with this Agreement or such Order, shall be governed by and construed in accordance with the laws of California without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of California.

GEN 1.15 – RESERVED.

GEN 1.16– FORCE MAJEURE

Except for Customer's absolute and unconditional obligation to make all required payments of any amounts not properly disputed under this Agreement, neither Customer nor Xerox shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by a Force Majeure Event. If such a circumstance occurs, the party whose performance is delayed or prevented shall undertake reasonable action to notify the other party thereof.

GEN 1.17 – INSURANCE COVERAGE

Xerox shall maintain the following limits of insurance coverage during the term of this Agreement:

1. Where required by law, Workers Compensation, at statutory limits;
2. Employers Liability, with \$1,000,000 USD limit of liability or at statutory limits, whichever is greater;
3. Commercial General Liability, including Products - Completed Operations coverage and Broad Form Contractual, with \$2,000,000 USD limit of liability per occurrence for Bodily Injury and Property Damage; and,
4. Where applicable, Automobile Liability, with a combined single limit of liability of \$2,000,000 USD per accident or at statutory limits, whichever is greater.

GEN 1.18 – FUNDING (this provision applies to state & local government Customers only)

Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (i) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (ii) Customer has made a reasonable but unsuccessful effort to find an assignee within Customer's general organization who can continue the Agreement or an Order, the Agreement or the Order may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year.

GEN 1.19– COMPLIANCE WITH LAWS AND POLICIES

Xerox and Customer shall comply with all applicable laws and regulations in the performance of their respective obligations under this Agreement. Xerox agrees to comply with Customer's internal policies regarding security and safety at Customer Facilities that are reasonable and customary under the circumstances and which do not conflict with the terms of this Agreement. Customer agrees to provide Xerox with reasonable prior written notice of such policies and any changes to such policies. If a change in Customer policy results in incremental costs to Xerox, Xerox may, upon providing notice to Customer, pass such costs on to Customer.

GEN 1.20 – MISCELLANEOUS

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy, or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.

- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.
- d. **Independent Contractors.** Xerox shall perform all Services hereunder in the capacity of independent contractor and not as Customer's employee, agent, or representative. Xerox employees shall not be entitled to privileges of employment that Customer may provide to Customer's employees, and Xerox shall be responsible for payment of all unemployment, social security, federal (state and local, as necessary) and other payroll taxes in regard to its employees involved in the performance of the Services. Neither of the parties, nor their respective employees or Affiliates, shall be authorized to conclude contracts in the name of the other party, or to act or appear as a representative of the other, whether in performing the Services or otherwise.
- e. **No Hiring.** During the term of an Order under which Xerox is providing Services and for a period of one (1) year thereafter, Customer and Xerox each agree not to hire, solicit, or employ any of the other's personnel who have been engaged in the provision of services or the performance of this Agreement, unless prior written consent is obtained from the other party. Such prohibition shall not apply to hiring as a result of general public solicitations of employment. Should one of the parties hire the other party's personnel in violation of this Agreement, the violating party shall immediately pay to the other, as liquidated damages and as the sole remedy for such violation, an amount equal to such personnel's then current annual compensation (or the amount paid to such person during the previous twelve (12) months in the case of an independent contractor).
- f. **Assignment.** Except for Xerox's assignment to an Affiliate or to a third party for the purposes of securitizing or factoring, neither party may assign this Agreement and any Order(s) hereunder without the prior written consent of the other party. In the event of a permitted assignment by Xerox, each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this Agreement. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim, or setoff that Customer may have or claim against Xerox against any assignee of Xerox.
- g. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing, and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.
- h. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.
- i. **Order of Precedence; Entire Agreement.** This Agreement, including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be this Agreement, the applicable Orders under the Services Contract (excluding Customer POs), and the SOW or DOS, as applicable. If a term in this Agreement expressly provides for a term in an Order to take precedence, such provision in the Order shall prevail to the extent of any conflict. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **GEN 1.8** (Intellectual Property Ownership); (2) Section **GEN 1.9** (Indemnification); (3) Section **GEN 1.10** (Limitation of Liability); (4) Section **GEN 1.12** (Confidentiality); and (5) Section **GEN 1.3** (Taxes), will prevail over conflicting provisions in any other contractual document.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Xerox's performance of Services.

SVC 1.1 – 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.

SVC 1.2 – CHARGES FOR SERVICES

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

SVC 1.3 – USE OF SUBCONTRACTORS

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

SVC 1.4 – 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.

SVC 1.5 – EARLY TERMINATION OF SERVICES AND LABOR

Except as otherwise set forth in a Services Contract, upon ninety (90) days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges except as set forth in the next sentence. Notwithstanding the foregoing, if any such Services or labor provided under an Order are terminated (a) by Xerox due to Customer's default or (b) by Customer and Customer acquires similar services from another supplier within six (6) months of the termination of such Services or labor, Customer shall pay all amounts due as of the termination date, together with the early termination charges, for loss of bargain and not as a penalty, stated in the Order or, if not specifically stated therein, an amount equal to the then current MMC for said terminated or reduced Services or labor multiplied by the number of months remaining in the term of the related Order, not to exceed six (6) months.

EQUIPMENT MODULE

EQP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

EQP 1.1 – TERM AND DATE OF INSTALLATION

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

EQP 1.2 – DELIVERY AND REMOVAL AND SUITABILITY OF CUSTOMER FACILITIES

Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware and, for Equipment or Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges (including removal prior to the end of the term for any Equipment) 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.

EQP 1.3 – EQUIPMENT STATUS

Unless Customer is acquiring previously installed equipment, Equipment will be either: (a) "Newly Manufactured," which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model" which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new components and recycled components that are reconditioned; or (c) "Remanufactured," which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the status of any Third Party Hardware that Xerox may provide under any Order.

EQP 1.4 – CONSUMABLE SUPPLIES

If specified in an Order, Xerox will provide Consumable Supplies for related Equipment. Consumable Supplies are Xerox's property until used in the Equipment for which they are provided. Upon expiration or termination of the applicable Order, Customer will either return any unused Consumable Supplies to Xerox at Xerox's expense when using Xerox-supplied shipping labels, or destroy them in a manner permitted by applicable law. Xerox reserves the right to charge Customer for any Consumable Supplies usage that exceeds Xerox's published yields by more than ten percent (10%). In such a case, Xerox will notify Customer of the excess usage. If such excess usage does not cease within thirty (30) days after notice, Xerox may charge Customer for the excess usage. If Xerox provides paper under a Services Contract, upon thirty (30) days' notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

EQP 1.5 – USE AND RELOCATION

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

EQP 1.6 – SUPPLIER EQUIPMENT PROVIDED

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

- a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Supplier Equipment. Each party will promptly notify the other, 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 for the Supplier Equipment shall pass to Customer upon delivery to the applicable Customer Facilities. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- b. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):
 - i. sell, charge, let or part with possession of the Supplier Equipment;
 - ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or
 - iii. make any changes or additions to the Supplier Equipment.

- c. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per EQP 1.1 above). If Equipment is terminated for any reason before the end of its minimum order term, the termination charges set forth in the applicable Order or Services Contract for such Equipment shall apply.

EQP 1.7 – 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.

EQP 1.8 – REMOTE SERVICES FOR EQUIPMENT

Certain models of Equipment are supported and serviced using Remote Data Access. Remote Data Access also enables Xerox to transmit to the Customer Maintenance Releases or Updates for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment, Third Party Hardware or Customer's information management systems. Customer grants the right to Xerox, without charge, to establish and maintain Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox and Customer will provide Xerox with reasonable assistance to allow Xerox to have Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

EQP 1.9 - TOTAL SATISFACTION GUARANTEE.

- a. "SP Equipment" means any iGen3, iGen4, iGen150, iGen5 or Xerox Color 8250 Production Printer. If, during any 90 day period, the performance of SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Equipment with comparable features and capabilities (the "SP Equipment Guarantee"). The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire at the end of the initial term of the Order; provided however, for SP Equipment identified as "Previously Installed", this SP Equipment Guarantee expires 1 year after installation. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox through the provision of Xerox Maintenance Services, and (ii) operated at all times in accordance with the Expectations Document.
- b. "Non-SP Equipment" means any Equipment other than SP Equipment. If Customer is not completely satisfied with any Non-SP Equipment delivered under an Order under this Agreement, Xerox will, at Customer's request, replace it without charge with identical Non-SP Equipment or, at the option of Xerox, with Equipment with comparable features and capabilities (the "Non-SP Equipment Guarantee"). The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox through the provision of Xerox Maintenance Services. The Non-SP Equipment Guarantee will expire at the end of the initial term of the subject Order; provided however, for Non-SP Equipment identified as "Previously Installed", the Non-SP Equipment Guarantee expires 1 year after the Installation Date. The Non-SP Equipment Guarantee does not apply to a limited number of Non-SP Equipment models, which models are identified in the applicable Order Document.
- c. The SP Equipment Guarantee and Non-SP Equipment Guarantee replace and supersede any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

EQP 1.10 – 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

EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

EP 1.1 – ORDER

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

EP 1.2 – TITLE

Title to Purchased Equipment will pass to Customer upon delivery to the applicable Customer Facilities.

EP 1.3 – DEFAULT

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

EP 1.4 – 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.

EP 1.5 – AGREEMENT PROVISION EXCLUSIONS

The following Agreement provisions do not apply to Orders for an outright purchase of Equipment: GEN 1.1 c.ii – iii; GEN 1.6 b – j; GEN 1.7 b.1; GEN 1.11; EQP 1.4; EQP 1.6.

MAINTENANCE SERVICES MODULE

MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

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

MS 1.1 – MAINTENANCE SERVICES

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

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

MS 1.2 – REPAIRS AND PARTS

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

MS 1.3 – 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.

MS 1.4 – INSTALLATION SITE AND METER READINGS

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

MS 1.5– REMEDY

If Xerox is unable to maintain the Equipment as described above, Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy.

MS 1.6– 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

SW 1 – TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the General (GEN) Module the following terms and conditions apply to the license and use of Software and its associated Documentation.

SW 1.1– SOFTWARE LICENSE

Xerox may provide Software to Customer pursuant to an Order hereunder. The following license applies to Software provided hereunder, unless such Software is accompanied by a click-wrap or shrink-wrap license agreement or otherwise provided subject to a separate license agreement.

- a. Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to use in the U.S.: (i) Base Software only on or with the Equipment with which (or within which) it was delivered; and (ii) Application Software only on any single unit of Equipment, subject to Customer remaining current in the payment of any indicated applicable Software license fees (including any annual renewal fees). Customer has no other rights to the Software. Customer will not and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software except as permitted by applicable law; (ii) activate Software delivered with or within the Equipment in an un-activated state; or, (iii) access or disclose Diagnostic Software for any purpose. Title to Software and all copyrights and other intellectual property rights in Software will reside solely with Xerox and its licensors (who will be considered third party beneficiaries of this Agreement's software and limitation of liability provisions).
- b. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment with which the Base Software was provided; or (ii) upon the expiration or termination of any Order under which Customer has acquired the Equipment with which the Base Software was provided (unless Customer has exercised an option to purchase the Equipment, where available).
- c. Software may contain code to prevent its unlicensed use and/or transfer. If you do not permit Xerox periodic access to such Software, this code may impair the Equipment's and/or Software's functionality.
- d. Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

SW 1.2– SOFTWARE SUPPORT

Software support will be provided by Xerox or a designated service provider as follows. For Base Software, Software support will be provided during the initial term of the applicable Order and any renewal period, but not longer than five (5) years after Xerox stops taking orders for the subject model of Equipment. For Application Software, Software support will be provided as long as Customer is current in the payment of all applicable software license, annual renewal and "support only" fees.

- a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make

reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of six (6) months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.

- b. Xerox may make available new releases of the Software that are designated as “**Maintenance Releases**” or “**Updates**.” Maintenance Releases or Updates are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox’s then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.
- c. Xerox may annually increase Software license fees and support fees for Application Software.

SW 1.3- DIAGNOSTIC SOFTWARE

Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and Xerox’s licensors. Xerox does not grant Customer a license or right to use the Diagnostic Software. Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment during Customer’s normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.

SW 1.4 – THIRD PARTY SOFTWARE

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

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

ENTER CUSTOMER NAME

XEROX CORPORATION

Signature

Name (please print)

Title

Address

Date

Signature

Name

Title

Address

Date

3.1 Company

A. Brief history and description of Supplier.

History: The roots of Xerox Corporation go back over 100 years to our humble beginnings as the Haloid Company, established in 1906. In that time, we pioneered and brought to market many of the technologies and solutions used by office workers every day.

From the first xerographic image made in 1938 to breakthroughs in home and business computing during the 1970's and our influence and leadership in shaping the current Managed Print Services (MPS) offering; to delivering our "game changing"

ConnectKey® Technology, which enables modern workers to leverage Xerox® Multifunction Devices (MFDs) to simplify the way work gets done in the office and on the go.

Xerox Today: With annual revenues of \$9.8 billion we are a leading global provider of digital print technology and related solutions; we operate in a core market estimated at approximately \$67 billion. Our primary offerings span three main areas: Intelligent Workplace Services (formerly Managed Document Services (MDS)), Workplace Solutions and Production Solutions (formerly Graphic Communications). Our Intelligent Workplace Services offerings help customers, ranging from small businesses to global enterprises, optimize their printing and related document workflow and business processes. Xerox led the establishment of this expanding market and continues as the industry leader. Our Workplace Solutions and Production Solutions offerings support the work processes of our customers by providing them with solutions built upon our broad portfolio of industry-leading printing and workflow offerings. We also have digital solutions and software assets to compete in an approximately \$31 billion adjacent Software and Services market. Our main offerings for this market are focused on industry-specific Digital Solutions, Personalization & Communication Software and Content Management Software. Headquartered in Norwalk, Connecticut, with 32,400 employees, Xerox serves customers in approximately 160 countries providing advanced document technology, services, software and genuine Xerox supplies for a range of customers including small and mid-size businesses ("SMB"), large enterprises, governments and graphic communications providers, and for our partners who serve them. To learn more, visit us on Xerox.com, Xerox Innovation History and Xerox Today.

Xerox Research and Innovation

We believe that a critical role of our research is to identify new competency areas with attractive addressable markets for the future. Our expertise in technology and printing uniquely positions us to discover those areas and leverage our innovation to move into adjacencies beyond our current core technology. Accordingly, we have prioritized investments in four key areas: Digital Packaging and Print, AI Workflow Assistants for Knowledge Workers, 3D Printing / Digital Manufacturing, and Sensors and Services for the Internet of Things. We also see opportunity in our core coming from our ability to deliver physical devices that connect with the digital world as well as purely digital offerings that improve our customers' outcomes. As a result, we direct our research and development (R&D) investments to areas such as workflow automation, color printing and customized communication, as well as to improving the quality and reducing the environmental impact of digital printing. We invest in bringing new capabilities to the market such as our ConnectKey™ software to enable our devices to integrate into digital workflows, as well as in technologies to improve the security of our devices and offerings. We will continue to invest in innovations to improve the reliability, IQ and cost of our printing devices, as well as in new services and software that improve our customers' ability to manage their document-oriented workflows.

Xerox Values

Keeping connected to our core values helps us to execute our priorities and strategies and fulfill our mission of delivering excellence to our customers, our shareholders and each other. They are a part of our heritage and are a part of our future.

Since our inception, we have operated under the guidance of six core values:

- We succeed through satisfied customers.
- We deliver quality and excellence in all we do.
- We require premium return on assets.
- We use technology to develop market leadership.
- We value and empower employees.
- We behave responsibly as a corporate citizen

B. Total number and location of sales persons employed by Supplier.

Xerox has a nationwide sales organization that is aligned to a geographic focus and is primarily aligned on the basis of go-to-market sales channels, which are structured to serve a range of customer for our products and services. We employ 1450 sales resources across the United States, covering virtually every metropolitan area. There are three primary sales channels that cover public sector agencies nationally.

- Xerox Direct Enterprise: Under the leadership of regional Vice Presidents, Xerox has Sales Professionals across the United States that focus on providing Xerox's innovative product and services portfolio to large State Government agencies.
- Xerox Business Solutions (XBS): A wholly owned unit of Xerox Corporation, XBS is comprised of a nationwide network of companies (all wholly owned by Xerox) that provide Xerox Sales and Services throughout the US.
- Authorized Xerox Sales Agencies: Independent Sales Agents that exclusively represent Xerox with access to Xerox products and services for small and medium businesses.

Please refer to **Attachment A** for a complete list of all U.S. Sales offices.

C. Number and location of support centers (if applicable) and location of corporate office.

Support Centers

Customers enjoy unlimited access to the Xerox Welcome Center for technical issues, supplies or billing Inquiries. The Welcome Center provides online support and phone access to our multi-lingual support team. You can contact the Xerox Welcome Center at 1-800-821-2797 (US only). For more assistance, please visit www.support.xerox.com.

Our Customer Business Center is another point of contact for customers to call for technical service/repair, make a payment, self-service options (receive copy of an invoice, account balance, Address change form, contract date, status of supply order), billing, obtaining quotes, etc. Our Customer Care and Support team can be reached at 1-888-771-5225.

Corporate Office

Our registered corporate office address for company headquarters is: Xerox Corporation, 201 Merritt 7, Norwalk, Connecticut 06851.

D. Annual sales for the three previous fiscal years.

- 2017 Annual Gross Sales: \$ 9,991 billion
- 2018 Annual Gross Sales: \$ 9,662 billion
- 2019 Annual Gross Sales: \$ 9,066 billion

E. Submit FEIN and Dunn & Bradstreet report.

FEIN

Xerox FEIN: 16-0468020.

Dunn & Bradstreet Report

Please refer to **Attachment B** for Xerox' s Dun and Bradstreet report. D&B Supplier Qualifier Report-Xerox.

F. Describe any green or environmental initiatives or policies.

The Xerox Business Code of Conduct for Corporate Social Responsibility is Xerox's overarching policy from which policies covering social, environmental and economic dimensions are referenced as shown below. For expansive detail on Xerox CSR, please see <https://www.xerox.com/en-us/about/corporate-social-responsibility>

Environmental Policies:

- EHS 100 Environment, Health, Safety & Sustainability
- EHS 101: Environment, Health and Safety Policy for Xerox Workplaces,
- EHS 102: Environment, Health & Safety Policy for Products and Materials

Social Policies:

- POL 002: Business Ethics
- OGC 020: Relationships with Government Customers & Officials and Political Contributions
- InfoPriv 001: Personal Information Privacy
- InfoPriv 003: Requirements for Commercial E-mail Messaging
- SEC 003: Physical Security– General Policy
- InfoSec 001: Information Security
- HR 101-1: Outside Business Interests and Conflict of Interest
- HR 107.1: Employee Communications – Open Door/Internal Escalation Process
- HR 201.0: Employment, Placement, & Separations: Non-Discrimination
- HR 201.3: Equal Opportunity, Non- Discrimination, & Harassment
- HR 503: Alcohol and Drug Misuse
- HR 105: Recognition, Recreation and Social Activities
- SEC 009: Violence-Free Environment
- InfoPriv 001: Personal Information Privacy
- POL 007: Human Rights
- HR102: Civic and Political Activities
- HR 103: Solicitation of Employees
- OGC 022: Global Corporate Philanthropy Policy
- OGC 023: Global Volunteer Policy

Economic Policies:

- ACC 208: Code of Conduct Finance Personnel
- ACC 1207: Revenue Recognition
- PUR 001: Purchasing Policy
- SRY 001: Purchasing and Selling Xerox Securities By Employees, Officers and Directors
- OGC 019: Compliance with Antibribery Laws

Please describe Environmental Initiatives:

Our various environmental initiatives extend across our supply chain, product lifecycle and operations and are described at <https://www.xerox.com/en-us/about/ehs>.

These include:

- Commitment to the Responsible Business Alliance (RBA) Code of Conduct for our Operations and Suppliers. Our suppliers must meet Xerox's strict standards to control the chemical content of our products. Xerox is a member of the **Responsible Business Alliance (RBA)** which has developed a standards-based approach for monitoring suppliers' compliance across several areas of social responsibility, including labor, health, safety and environmental activity.
- Design for Sustainability- A cornerstone of our design is meeting the certification of premier eco labels including EPA Energy Star, Electronic Product Environmental Assessment Tool (EPEAT) and the German Blue Angel. Our Cleantech plank will use Xerox technologies to deliver environmental, social and economic benefits to current industrial processes.
- Corporate-wide science-based energy and GHG goals to reduce energy consumption and GHG emissions by 85 percent by 2030 (from a 2002 baseline).
- Through our partnership with **PrintReleaf**. Xerox customers have the opportunity to contribute to the reforestation of global forests and reduce their overall sustainability footprint. Based on a theme of "You print one, we'll plant one," paper usage reporting is used to equate the number of trees that are reforested into geographic areas of need.
- Software products such as DocuShare® and FreeFlow® Digital Workflow Collection help Xerox customers reduce paper consumption by facilitating electronic data management, scan-to-e-mail, print-on-demand and distribute-then-print workflows.
[Office software solutions >](#)
[Production software solutions >](#)
- The Xerox **Green World Alliance** collection and reuse / recycling program in partnership with our customers, results in millions of cartridges and toner containers returned for reuse or recycling each year.
- Xerox joined the Sustainable Electronic Recycling International coalition as a founding member of the "R2 Leader Program". **SERI** is a non-profit organization devoted to advancing sustainable electronics reuse and recycling globally. R2 Leaders commit to supporting responsible and sustainable electronics repair and recycling as described in the R2 Standard. Additionally, R2 Leaders, including Xerox are taking leadership roles in projects for responsible reuse and recycling around the globe.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

As a global leader in business process and document management, Xerox recognizes that having a diverse supplier pool is a major competitive advantage and a powerful business tool. Xerox's Supplier Diversity Program's mission is to proactively identify, build relationships with, and purchase goods and services from certified small businesses as well as enterprises owned by minorities, women, veterans, gays and lesbians, and disabled persons that can help Xerox achieve its corporate objectives as suppliers to Xerox. Also, through Xerox's dedicated Divers Alliance Program, we are committed to understanding and supporting our customer's supplier diversity goals and objectives. Specifically, Xerox in connection with the University of California Master Agreement will support OMNIA Members by offering solutions which include certified HUBs or other certified diverse subcontractors as part of our offer where applicable and practical. While Xerox is not a certified diverse company, we believe selecting Xerox would give OMNIA Members the best of both worlds by working with the leading global document management company which is committed to having practical and useful diverse certified subcontractors directly supporting our contract with you.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprise such as minority and women owned, small or disadvantaged, disable veterans, etc.

Xerox is not a certified diverse company; however, we do work with certified diverse companies to provide direct and indirect spend as part of our offer to our customers.

I. Describe how supplier differentiates itself from its competitors.

Today's Xerox is a leader in print technology and intelligent work solutions using the advantages of our people, our approach, and industry leading technology to solidify our stronghold in a number of competitive markets.

Our Approach

- We have deep industry knowledge and take the time to understand our clients' business and how they work, to build and create solutions – to help them achieve their goals.
- We work with clients to innovate, incubate and explore new solutions to critical business challenges.
- Using user centric design, we study how people work in order to make it better.
- We know every workflow is different, so we strive to create solutions that match each need.

Our Market Position

- MPS Market share leader and thought leader according to leading Industry Analyst Firms.
- Xerox is the most decorated and experienced vendor in the Managed Print Services Landscape. All three major industry analysts, (Quocirca, IDC, InfoTrends) have placed Xerox as the top provider in the MPS landscape in their most recent market reports.
- We maintain our No. 1 position in worldwide equipment sales revenue and No. 1 marketshare in production color.
- Managing billions of printed pages per year with unparalleled global delivery.
- Tight integration with technologies used by today's workforce enabling access to cloud-hosted services, exceptional customized experiences, and maximum productivity.

Our People

- We never give up – whether it is providing support to customers, developing a better way to help customers work better, or pushing the limits of technology and software innovation.
- We believe collaboration and teamwork are the only way to achieve success.
- We attract, hire and retain the top talent with the best skills.
- Named one of the World's Most Ethical companies by Ethisphere Magazine, for 12 consecutive years.
- Listed as one of the World's Most Admired Companies by Fortune Magazine.

Our Technology and Innovation

- World-renowned innovation and expertise – including printing, advanced color science, digital and video imaging, workflow automation, connectivity, and analytics.
- We are innovators and inventors and our people have over 10,307 active patents. Xerox is one of the top 20 patent producing companies in the world.
- Over \$1 billion is invested in R&D and engineering each year.
- Xerox has been the force behind many major technology breakthroughs – such as the ConnectKey interface and the adaptive color technology – which have transformed how work gets done.

Security Protocols Providing the Upmost Protection for our Customers

- Multifunction devices are sophisticated, multiple sub-system network platforms, and Xerox offers the broadest range of security functionality on the market, including encryption, authentication, authorization per user and auditing.
- ISO 15408 Common Criteria for Information Technology Security Evaluation is the only internationally recognized standard for security certification. Xerox was the first manufacturer to seek and obtain certifications for “complete” MFP devices. Because each element of the multifunction platform is a potential point of entry, meaningful security certification must comprehend all elements, including the operating systems, network interface, disk drive(s), Web server, PDL interpreter(s), MFP user interface, local hardware ports and fax system.
- Users of Xerox® ConnectKey® Technology-enabled ‘i-Series’ Smart MFPs also now have the option to encrypt PDF files with a password when using the Scan to Email service allowing only authorized users to see documents.
- From the introduction of the first digital products, Xerox has recognized the risk of retained data being inappropriately recovered from non-volatile storage and built features and countermeasures into our devices to help customers safeguard their data.
- Many Xerox® devices include features to protect the printer or MFP from unauthorized remote access, protect the confidentiality of data transmitted to the device via the network, control which devices can access the MFPs and control the ports, protocols and services that can be accessed on the device.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Xerox is a large, global enterprise with thousands of contracts with vendors, customers, business partners and other parties. At any given time, there may be issues that could possibly result in lawsuits or other legal actions. Producing a detail list of such activity would be onerous in the context of responding to this RFQ. However, any material litigation or judgments against Xerox can be found at [www/Xerox.com](http://www.Xerox.com) at Investor Relations.

Xerox has not been part of any bankruptcy procedures.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Xerox is a publicly held corporation.

b. is not owned or operated by anyone who has been convicted of a felony; or

Xerox is not owned or operated by anyone who has been convicted of a felony.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Xerox is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier.

Xerox is a large, global enterprise with thousands of contracts with vendors, customers, business partners and other parties. These contracts are amended, renewed, and terminated on a regular basis for a variety of reasons and Xerox does not maintain records regarding the reasons for such routine contract administration matters. However, the termination of any material agreement is disclosed in the periodic reports filed by Xerox with the U.S. Securities and Exchange Commission ("SEC"). These reports are available at www.sec.gov/edgar.shtml.

Xerox has not been disbarred, suspended or otherwise disqualified from doing business with the federal government.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

We provide the industry's broadest portfolio of document technology and software. Through our innovation and market leadership, we have developed a strong industry reputation and recognizable brand with trusted competencies in bridging the physical and digital printing and communications, both in the office and productions markets. Our core capabilities and offerings consist of technologies, solutions and services that simplify workflows, grow revenue and transform the customer experience, as described below.

Xerox Technology and Software – Workplace Solutions

Entry Desktop Monochrome and Color Printers

Entry Desktop Monochrome and Color Printers range from small devices to workgroup printers and MFPs that serve the needs of office workgroups. These products help build a platform to effectively manage document workflow.

Mid Range

Our Mid-Range products offer advanced features with the ability to handle higher print volumes as well as varying paper sizes. Entry and Mid-Range products share common technology, manufacturing and product platforms enabling ease of use and complete office integration.

Software Platform

What makes Xerox Printer/Multifunction Printer (MFP) unique is that they are built on the Xerox ConnectKey Technology platform. This platform enables a Process for Workflow improvement. It operates with an intuitive-like touchscreen user interface. The platform is an open embedded platform that allows the device to be programmed to address specific workflows. This new capability is driven by embedded or server-based software inside the firewall or in the cloud. As such, the smart Printer/MFP incorporates an ecosystem of hardware, software, and services to address public agency's document and information processing requirements.

Managed Print Services

MPS is at the core of what Xerox is today. It is a service that combines traditional document output technology with a services backbone that allows customers to focus on their core competencies while helping clients to cut cost, increase productivity and meet their environmental sustainability goals. As a leader in MPS, Xerox offers a full range of Managed Print Services to embrace all elements of an organization's print infrastructure—from the networked office to the in-house print center to the virtual worker. Founded on rigorous, data-driven Lean Six Sigma-based methodologies, the Xerox Managed Print Services portfolio extends from global enterprises to small and mid-sized businesses.

Xerox has several different approaches to Managed Print Services. All Xerox Managed Print Solutions incorporate an assessment of the current state of the environment and then recommendations for a proposed future state. The assessment typically gathers data on the customer's current fleet which may include current costs, application requirements and other pertinent information to the clients environment as agreed upon. The data gathered from the current state will be used to develop a proposed future state with proposed costs of an MPS solution and any potential cost savings.

The proposed future state typically includes the customer's output fleet of devices under an umbrella management contract which includes break/fix, help desk services, supplies, management reporting, proactive problem resolution, etc. Xerox also offers additional optional services as outlined within the response.

Xerox Managed Print Services solutions can be contracted for at a fixed price per unit or a per page cost depending upon the size and scope of the engagement. These services are configured based on individual customer requirements, therefore, we do not have list prices for these services. The attached price list provides a not to exceed price for the range of services associated with Managed Print. There are two discreet price lists for two discreet offerings, Xerox Print Services (XPS) and Enterprise Print Services (EPS).

XPS is an entry level Managed Print offering that can utilized to manage an in-place multi-vendor printer environment. It can also be used to managed mixed environments of Xerox MFPs/Xerox printers and non-Xerox printers. XPS would be used where the customer intends to acquire Xerox MFPs from the University of California contract using Region 4 ESC contract pricing and terms and then incorporate the Xerox MFPs into a multi-vendor Managed Print Solution.

EPS is a more advanced Managed Print offering that is designed to support larger enterprise fleets and offers greater flexibility with respect to pricing options and contract terms. EPS also provides additional services offerings related to Managed Print such as onsite DocuCare Associates, Xerox Print Awareness Tool , etc. EPS can be offered on a fixed price basis or a cost per page basis.

In most cases, actual customer prices will be lower than the prices offered on the following XPS and EPS not to exceed price list. The initial assessment is used to develop actual data on current printer models and costs, actual volumes, potential savings and final pricing.

Xerox MPS Solution Deliverables

Outsourcing MPS requires a very specific, complex and customized approach involving people, process and technology tailored to each company and its unique requirements. Consequently, the process does not lend itself to a one-size-fits-all solution. It requires an experienced business partner like Xerox to manage the components in a simplified manner.

The Xerox MPS solution will deliver the following:

- **Assessment:** An MPS print assessment is the first step to help customers gain control, drive down print costs and improve productivity. The Assess and Optimize stage of Xerox® Managed Print Services leverages our award-winning managed print services assessment processes and tools. Xerox® Asset DB and CompleteView™ Pro turn print data into actionable knowledge to control and drive down costs, while reducing your environmental impact. With a complete and secure analysis of print usage and costs, we help customers understand the total cost of ownership and a more efficient print environment. Xerox® CompleteView™ Pro can significantly reduce the time and effort it takes to gain valuable, comprehensive and accurate knowledge about your print environment.
- **Device Maintenance:** Including normal break-fix management services and the parts that are required to maintain devices in accordance with Original Equipment Manufacturer (OEM) specifications. Services include dispatching Xerox and/or third-party vendors, tracking all service calls through call resolution and reporting all associated maintenance services.
- **Asset Management:** Xerox has developed a centralized database of currently installed Xerox output devices to track the physical location and costs associated with each device. The services require an integrated approach focusing on the Client and Xerox working together to maintain the information. With the support of the Client IT, Xerox will implement technology to monitor the installed Xerox network-attached SNMP-Level 3 devices, and have integrated this monitoring technology with an SQL-based asset management database.
- **Consumables Management:** Xerox and the Client will agree on those processes for end users to order appropriate consumables. With these mutually agreed processes, Xerox will be able to consistently evaluate and provide the appropriate level of quantities of consumables at each of the Client's location to minimize end-user disruption.
- **Help Desk Support:** The client and Xerox will develop workflow processes that allow for help desk services and consumables for all in-scope devices as well as any services agreed upon by both parties. Utilizing the Xerox technology, we will proactively monitor in-scope devices. The Xerox Helpdesk agents will take the necessary action to ensure end-users have access to the full capability of the installed output devices. Those actions include dispatching appropriate break/fix resources to repair hardware, ordering and shipment of consumables and also contacting the Client's Service desk for application or network issues.

The services above will be documented in a formal Statement of Work (SOW) and will be managed to Service Level Agreements (SLA's) governing all key aspects of the program

- **Xerox Tool Suite**

The heart of the Xerox MPS solution is the Xerox Tool Suite — a set of Xerox proprietary software tools that provide comprehensive asset management, service support, reporting and problem management tracking services. The Xerox Tool Suite will integrate with Xerox people, process and technology to keep the Client's MFP's and printers running at peak performance, lowering costs as it improves productivity.

Getting timely and accurate reporting on fleet performance is a critical enabler to ensure that Xerox meets its agreed financial objectives and SLAs. With the Xerox Tool Suite, users can access real-time data to track how well we are responding when devices run out of supplies or machines jam or need service. The Xerox Tool Suite tracks how long the devices are down and when they are restored. When calls come in to the Help Desk, incident records are generated and tracked through resolution.

The Xerox Tool Suite continuously monitors the fleet and provides device status and device alerts. Xerox often proactively resolves service issues before the client even know there is a problem, allowing employees to focus on business, not on device-related issues.

Additional MPS options include:

Optimization of the Print Environment is an optional component under the Xerox MPS offer. Optimization of the print environment Includes floor analysis to map out current devices and volumes on the floors, identification of any physical departmental constraints, determination of specific application devices as reported by end users and client management, and identification of the specific move/add/change processes currently supported. Through our analysis, we provide the recommended future state optimized floor plans, which reposition devices to support end user requirements and reduce non-required devices from the floors.

On-site Support / DocuCare is an optional component under the Xerox MPS offer.

Xerox on-site support, or DocuCare, serves as the primary contact for equipment support and service. They coordinate Move/Add/Change/Delete process and may compliment the primary web based training for end users.

In addition, the resource serves as the first point of contact for Help Desk issues, provides basic cleaning and replacement of operator accessible parts and consumables, and first level break fix activities. Basic equipment problem diagnosis, IP address support, and the triage focal with Xerox help desk and technical support.

Xerox Services Portal (XSP) is an optional MPS component. The Xerox Services Portal (XSP) provides a customer interface to the Xerox Services information and reporting. It provides a secure website portal enabling customers to request supplies, service or MACD for their devices. XSP also allows end-users to access device training and feature information, find printers, submit meter reads, and deliver feedback on their equipment or MPS experience.

Xerox Consulting Services are optional Xerox MPS components.

Xerox Consulting Services provide two levels of support:

- Sr. Consultant Level - This is to provide senior, strategic and/or management level services associated with delivery of Managed Print Solutions. These include project management, transition management, change management, implementation management and services management.
- Consultant Level - This is to provide first line services including data collection, transition services, asset coordination, and implementation execution.

Xerox Print Security Audit Service (XPSAS) is an optional MPS component. is a comprehensive device security solution that incorporates risk mitigation services into an automated software tool. XPSAS brings automated remote configuration to device security. Xerox Print Security Audit Service automates setting device configurations remotely, monitors for compliance and remediates any violators in 3 key areas – firmware upgrades, password management and device settings configuration and management. Automation enables installation and delivery teams to reduce errors, save time and provide higher security levels to clients. Teams can demonstrate alignment to compliance standards using interactive dashboards – a unique advantage that comes only with Xerox.

User Analytics Service is an optional Xerox MPS component.

As Managed Print Services (MPS) environments mature, calculating the return on your investment is more complicated, and analytics become critical. Through analytics, organizations can capture and analyze data from various Print Management Solutions to make key decisions in the MPS environment. Furthermore, as employees continue to drive the usage of smartphones and tablets, user analytics can inform an organization on how to respond to an increasingly digital workforce in your organization. Understanding how users drive document output is the starting point for optimizing and automating the processes behind volumes. Customers uncover specific opportunities to capture savings, improve fleet efficiency and sustainability, tighten information security, increase productivity and drive digital transformation.

A few of the key benefits are the ability to identify areas of MPS competency and opportunities for improvement, obtain a plan and roadmap with Xerox to achieve your goals and gain insight into the value of MPS services available.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Xerox sells our products and services directly to public agencies nationally through our national sales force, our authorized independent agents and our wholly-owned subsidiary, Xerox Business Solutions (XBS), formerly Global Imaging Systems (GIS), an office technology dealer comprised of regional core companies in the U.S. Our products and services can be offered in all 50 States, the District of Columbia as well as Guam, Puerto Rico and the Northern Marina Islands.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering; retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Xerox Corporation utilizes multiple sales channels to market our products and services. This includes Xerox Direct Enterprise sales force, Authorized Xerox Agents and all XBS, a wholly owned subsidiary of Xerox Corporation. All orders and PO's under the UC Procurement Services contract will be processed through the Xerox centralized contracting system no matter which sales channel is making the sale. This ensures both consistency across all sales processes throughout the US and that all orders placed are compliant with the terms and conditions and negotiated pricing agreed to by Xerox and the University of California. As per the University of California's requirements, Xerox will provide quarterly reports including billed revenue.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

As an integral part of the Xerox Supply Chain Network, Ryder Solutions is our largest 3rd party logistics partner involved in delivering equipment, parts and supplies. The Ryder relationship with Xerox has evolved over the past few decades in response to a changing transportation environment and Xerox's process requirements. Today, Ryder operates 5 distinct supply chain functions in the process: Several Carrier Logistics Centers, District Parts Center, Truckload (over the road) Transportation, Drayage of ocean containers and management of our LTL network.

The Carrier Logistics Center (CLC) network, made up of 51 locations and 17 different third party carriers (10 continental US and 7 offshore) involves the delivery, installation and removal of more than 100,000 imaging machines per year, where CLC drivers are trained in product installation, testing and removal. Flawless, seamless execution are essential to deliver outstanding service to Xerox customers.

CLC "Final mile" companies potentially involved in this business in addition to Ryder would include Fidelitone, All Points, Apex, Monarch/NET, Nationwide Electronics, Redman Van & Storage, Safeway/Unigroup, Sullivan Moving, WDS as our "onshore" or continental locations, as well as Reliable Transfer and Carlile Transportation in Alaska. We have delivery partners in Hawaii, Guam, Saipan, Puerto and the US Virgin Islands.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Within the America's Equipment Supply Chain, our primary distribution warehouse is in Indianapolis, IN. We have an additional six locations within the US where we hold inventory in our XBS facilities under centralized stock.

Below is a listing of the locations and size of these distribution sites.

Address	Size
3747 Plainfield Road - Suite 198, Indianapolis, IN 46321	770k sf
5700 WARLAND DRIVE, CYPRESS, CA, 90603	29k sf
10 Capitol St, Nashua, NH 03063	20.5k sf
17280 Green MTN Road, Ste. 130, San Antonio, TX 78247	48k sf
3 Territorial Court Bolingbrook, IL 60440	65k sf
10690 John Knight Close Montgomery AL 36117	20k sf

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

As a continued partner of OMNIA Partners, Xerox's objective is to successfully implement the contract to ensure continued contract awareness, adoption and contract revenue growth. To achieve these goals, Xerox has developed a comprehensive 90-day action plan detailing how we will implement the contract upon award.

Within 30 days of award:

- Implement contract in the Xerox contract management system to enable order taking
- Create and distribute Press Release Announcement of Award
- Distribute Executive Sponsored Contract Award Announcement Communique to the Xerox Executive Leadership Teams and their respective sales and sales support resources, to include contract details, pricing and contract resource support
- Meet with OMNIA Partners Marketing team to develop specific co-marketing strategies to support the contract
- Created OMNIA Partners portal on Xerox.com

Within 60 days of award:

- Conduct contract training with all sales to highlight the benefits of our OMNIA Partners partner relationship, the scope of the contract, pricing, marketing strategies and available resources to support day to day sales activities
- Create co-marketing collaterals

Within 90 days of award:

- Assess success of contract launch and make adjustment as needed

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Xerox will work collaboratively with OMNIA Partners to create a press release to trade publications announcing the contract and highlighting the benefits of our continued partnership. We will amplify the great news through posts on Xerox's corporate social channels.

ii. Announcement, Master Agreements details and contact information published on the Supplier's website within first 90 days

Xerox Elite eCommerce Solutions can enable an OMNIA Partners' microsite for the online viewing of Xerox equipment, contract details, Xerox account team contact information and direct links to the OMNIA Partner's website. Xerox Elite eCommerce solutions can typically be launched within 30 days of contract award.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Xerox will work in partnership with OMNIA Partners Marketing team to design and distribute co-branded marketing collateral for distribution to Xerox Sales, OMNIA Partner Region Managers and on-line retrieval.

iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Xerox attends and participates in many national, state and regional conferences throughout the year, such as NIGP, NAEP, CAPPO and more. Exhibit participation is dependent on current national, regional and local marketing funds.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

Xerox understands the importance of attending and partnering with OMNIA Partners at the Public Sector NIGP Annual Forum. Xerox historically attends the NIGP Annual Form. Exhibit participation is dependent on current available marketing funds.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Xerox does design and publish national/regional advertisements in trade publications. Participation is dependent upon current marketing funds and priorities.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Xerox will work collaboratively with OMNIA Partners to develop a marketing plan to promote the use of the Master Agreement which may include case studies, co-branded collaterals, campaigns, etc.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Offered as a value added service to our clients, upon contract award, Xerox will provide OMNIA Partners with a dedicated private and custom web portal, branded with the OMNIA Partners standard logo, which will include the following information:

- Original RFP
- Master Agreement and amendments
- Summary of Products and pricing
- Xerox product documentation and marketing materials (specification sheets, brochures, YouTube videos)
- The OMNIA Partners, Public Sector toll-free number and email address
- Link to the OMNIA Partners, Public Sector website
- Xerox account team contact information

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier hold and describe how the Master Agreement will be positioned among other cooperative agreements.

Xerox has hundreds of state and local government contracts within the US which, per state law, allow for cooperative purchasing. Listed below are the actual national cooperative group purchasing contracts that Xerox is currently awarded on. Within an active procurement cycle, we provide the contract based on the needs, requirements and requests of the procurement agency. Within every procurement order, Xerox provides an implementation plan to allow for transparent transition from one contract to another.

Cooperative contracts include:

- OMNIA Partners
- GSA Schedule 70
- NASPO ValuePoint
- E&I
- PEPPM
- Sourcewell

D. Acknowledge Supplier agrees to provide its (logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Because of the tremendous value associated with our brand, Xerox provides our company logo after the review of the use of our logo by the Xerox brand team, prior to the release of any marketing communications. Xerox Corporation shall have ten business days to approve such use prior to publication. Any use of OMNIA Partners Public Sector name and logo or any form of publicity, inclusive of press releases will have prior approval from OMNIA Partner.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

- i Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii Best government pricing
- iii No cost to participate
- iv Non-exclusive

Xerox acknowledges and agrees.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

Xerox acknowledges and agrees.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Mark Browning | Vice President

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

mark.browning@xerox.com

Phone: 717-777-6624

ii. Marketing

Staci McKee | Global Integrated Marketing

Government | Healthcare | Education

Staci.mckee@xerox.com

Phone: 303-881-3718

iii. Sales

Rachael Jones Turner | SLED Cooperative Contracts Manager

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

Rachael.Jones@Xerox.com

Phone: 310-258-6266

[iv. Sales Support](#)

Jennifer Melgar | S&L Cooperative Contract Support Administrator

NAO – SE Xerox Sales Support Center

Jennifer.Melgar@Xerox.com

Phone: 503-685-2239

[v. Financial Reporting](#)

Kathlene M. Andris | Rebate Analyst

US Customer Business Operations

Kathlene.Andris@Xerox.com

Phone: 847-928-2543

[vi. Accounts Payable](#)

Kevin Rowland | Accounts Payable Manager | Systems Support Manager

CFO Global Operations

Kevin.Rowland@xerox.com

Phone: 585-427-3974

[vii. Contracts](#)

Rachael Jones Turner | SLED Cooperative Contracts Manager

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

Rachael.Jones@Xerox.com

Phone: 310-258-6266

[H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.](#)

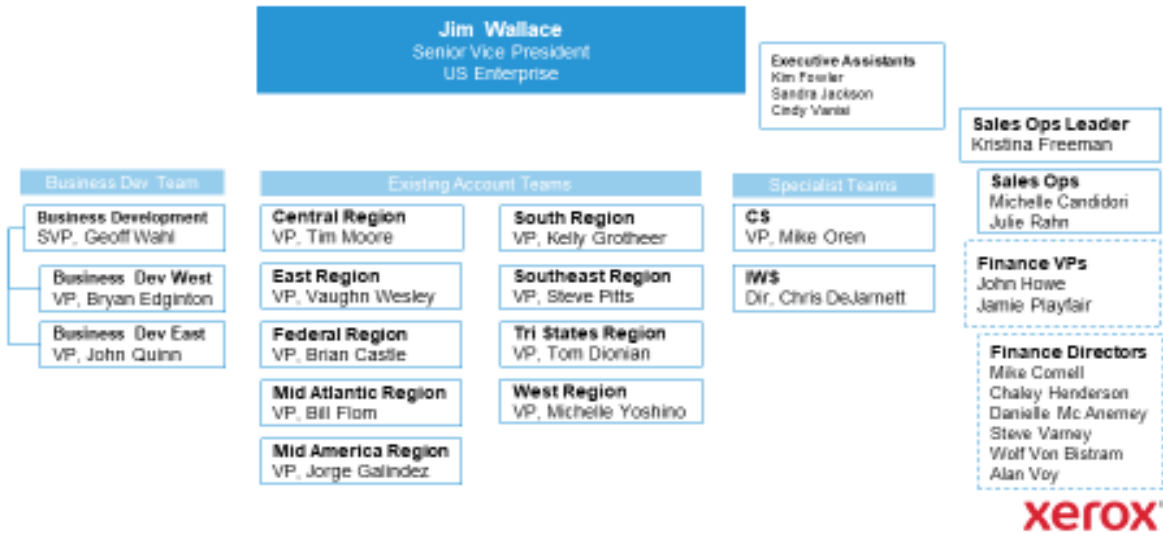
Go To Market Teams

Xerox is organized from a sales perspective on the basis of “go-to-market” sales channels. These sales channels are structured to serve a range of customers for our products and services.

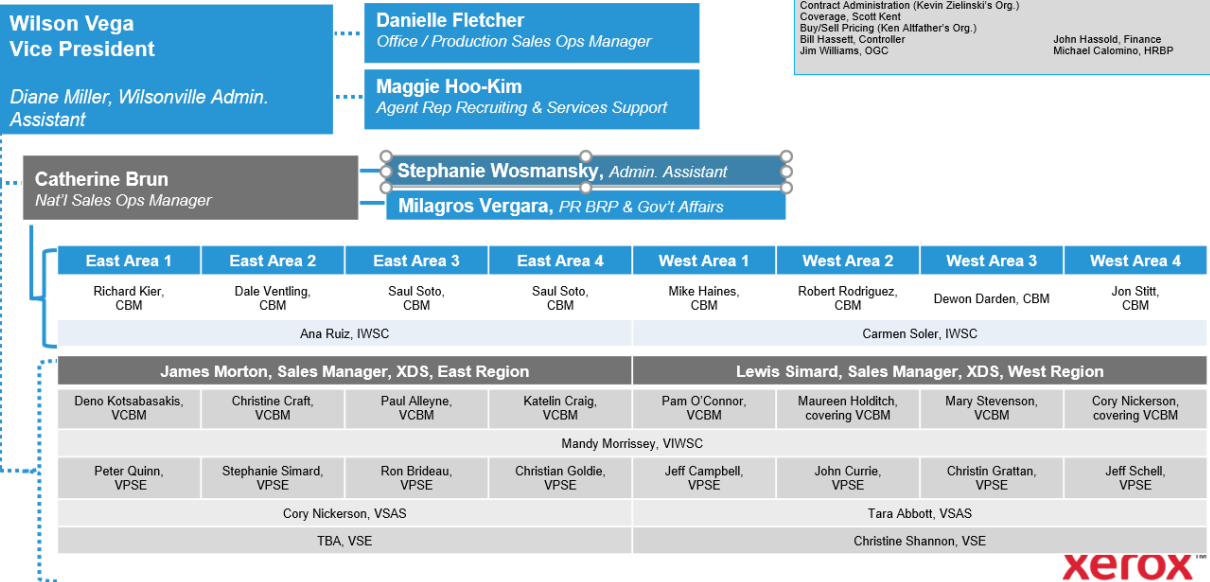
- **Mike Feldman**, President of the Americas Operations for Xerox Corporation, leads the company's go-to-market teams in the U.S., Canada, Mexico, Central and South America. Our sales go-to-market teams are focused on bringing our full portfolio or product offerings to current and new customers and partners, while maximizing and expanding coverage through direct and indirect channels.
- **Jim Wallace** leads both the U.S. Commercial Named Accounts and the Government, Healthcare & Education (GHE) sales teams.
- **Wilson Vega** leads the U.S. Agents, Xerox authorized independent agents.
- **Joanne Collins Smee**, the Xerox Chief Commercial Officer, is the Interim XBS President leading our wholly owned subsidiary, Xerox Business Services (XBS) - formerly known as Global Imaging Systems), an office technology dealer comprised of regional companies in the U.S.

US Enterprise Organization Chart

March 2020



US Agent Operations Organization Chart



Joanne Collins Smee
Xerox Chief Commercial Officer
Interim XBS President
Joanne.Collins@xerox.com
 (203) 849-2389

XBS SLT Direct Reports



Shelly Jacob, Executive Assistant 813.960.5508 x20224

 Bob Leone (808) 775-6321 Bob.Leone@xerox.com MRC/GCC, ISS, ZIG, Hawaii	 Wilson Vega (980) 305-8074 wvega@xbs-gsx.com GAF, CBS, GDS, COT/MDTO, ITS, STW Services Executive	 Ralph Söder (844) 800-2783 Ralph.Soder@xerox.com CGS, GS, IOT, IOL, LDW, NEM, MQS, RKD Production Executive	 Sylvia Carrizosa VP, Sales Operations & Marketing 813.326.7698 Office 707.421.8853 Cell <ul style="list-style-type: none"> • Sales Coverage & Sales Operations • Direct & Agent Channel Mkt Transfer & Merge • Sales & Analyst Product/Technology Skill Development • Field Marketing Skill Development • Sales & Analyst Support Infrastructure • Production & Software Solutions Business Growth • Product Portfolio Selection & Launch • Marketing & Sales Management • New Acquisition Sales Due Diligence & Integration • Corporate Communications
 Brad Rollins (714) 568-1886 Brad@xbs@x.com XBS SW (DAH, DEN, GDS & AS) DocuShare & XMPi Executive	 George Cavaliaro (313) 633-4004 gcavali@xerox.com XBS SE (BER, STO, BDPL, SAK, ZDS)	 Joanne Collins Smee Joanne.Collins@xerox.com (203) 849-2389 AMC, ADT, BOE & NWO	

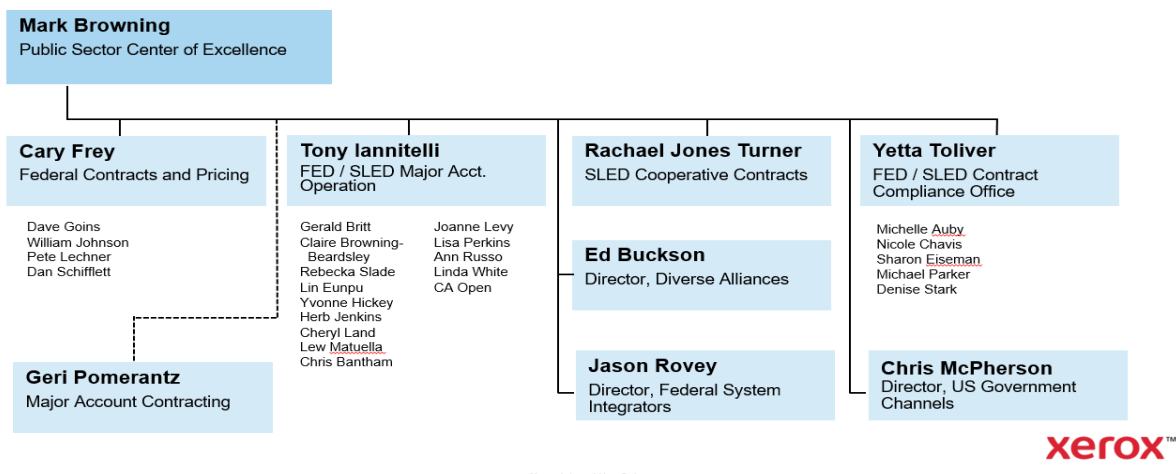


Public Sector / Healthcare Center of Excellence

On January 1, 2014, Xerox established a Public Sector Center of Excellence (COE), led by Mark Browning. The COE is responsible for the successful implementation and results stemming from the implementation of Federal, State & Local, Education and Healthcare contracts. The COE is focused on all aspects of contract support:

- Enabling the contracting for Federal, State, Local, Education and Healthcare contracts.
- Fostering high level executive relationships across the Federal and SLED markets.
- Drive strategic opportunities in both Technology and Managed Print Services to accelerate revenue growth.
- Provide consistent support across all Xerox sales channels.
- Contract Management to provide timely contract reports/fees payment.
- Manage contract compliance issues and audit readiness.

Public Sector Center of Excellence



Rachael Jones Turner is the US Director, SLED Cooperative Contract, providing strategic direction and deployment of Cooperative contracts in all Xerox Sales Channels across North America. She provides ongoing support, training and national implementation.

I Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

We have found positive results in taking a collaborative approach with OMNIA Partners to market our contract to public agencies to drive both awareness and adoption. We depend on our partner's willingness and support to help carry our message and promote our technology and we have learned that taking a joint approach for these initiatives often yields higher rates of success in the long-term. We encourage sales integration to strategize on account specific opportunities, bridge relationships between the member and Xerox and support customer eligibility questions. During the training and launch of the contract, Xerox will reinforce the role of the OMNIA Partner's Region Managers and will encourage integration during Xerox sales team meetings and one-on-one interaction for account specific opportunities.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Xerox will continue managing the national program throughout the term of the contract by leveraging our superior national infrastructure solely responsible for all aspects of government contracting. The Xerox Public Sector Center of Excellence (COE) ensures contract education nationally, consistency of pricing and controls, compliance to the terms and conditions of the contract, sales reporting and marketing and sales efforts. Within the COE, we have dedicated resources who are responsible for managing each core competency. Throughout the term of the master agreement, this team will lead the efforts to coordinate all aspects of the management of the contract.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Xerox does not make this information publicly available. A significant portion of our revenues is derived from contracts with U.S. state and local governments and their agencies.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Orders are entered into a centralized ordering system which is accessible to only authorized Sales Representatives and the Order Processing Representatives. Editing of the order is completed and the request for equipment or service is passed to distribution in the equipment procurement system to establish a delivery date and time. Additionally, any special requirements are noted, and the appropriate departments are automatically notified if their involvement is necessary at the time of installation. Once successfully installed and accepted a notification is sent to the billing system to start the invoicing of the equipment or service. Invoices are generated and delivered to the customer and are due upon receipt. Generally, any equipment ordered or invoiced can be tracked and any needed reporting can be pulled from a centralized database.

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Applicable to all four of these situations, whether a formal solicitation or not, as Xerox is requested to participate in a procurement cycle with an OMNIA Partner member, we will provide unique pricing equal to or below the not to exceed pricing based on bulk buy provisions per the terms and conditions of the University of California Master Agreement. If the individual procuring agency requires us to amend those terms and conditions to meet their specific state laws or requirements, we will provide an addendum in conjunction with the master terms and all revenue will be reported under OMNIA Partners.

Xerox US Enterprise Operations
Xerox Government, Healthcare and Education

Region	VP Sales	Email
Southeast	Steve Pitts	Steve.Pitts@Xerox.com
Mid America	Jorge Galindez	Jorge.Galindez@Xerox.com
Northeast	Chris Goodwin	Chris.Goodwin@Xerox.com
Texas/Oklahoma	Kelly Grotheer	Kelly.Grotheere@Xerox.com
West	Michelle Yoshino	Michelle.Yoshino@Xerox.com

Xerox Authorized Sales Agents

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
ADVANCED XEROGRAPHICS	RAYMOND	BURT	307 S. MAIN STREET	UKIAH	CA	95482
SMART DOCUMENT SOLUTIONS - (LAKE HAVASU)	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
COPIERS PLUS INC	KRIS	SMITH	218 NORTH MAIN, SUITE 1	MONTICELLO	IN	47960
NORTHEAST OFFICE EQUIPMENT	JIM	CHIACCHIERO	1520 W. 13TH STREET	ASHTABULA	OH	44004
PENDRED OFFICE MACHINES	MICHAEL	PENDRED	1233 N. MISSION	MT. PLEASANT	MI	48858
DIGITAL DOCUMENT SOLUTIONS	LANNY	LEONARD	324 NO. MCPHERSON CHURCH ROAD - 2ND FL	FAYETTEVILLE	NC	28303
AMERICAN BUSINESS CENTER MPS, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	6624-C GORDON ROAD	WILMINGTON	NC	28411
COPIERS ETC.	PEGGY ANN	BRANNON	148 SOUTH DOROUGH ROAD	CORDELE	GA	31015
XDOS, INC.	HAROLD	NIXON	18 EAST LIBERTY STREET	SUMTER	SC	29150
ADVANTAGE BUSINESS PRODUCTS	RANDY	KIDWELL	2064 S. WESTERN AVENUE	SPRINGFIELD	MO	65807
PROFESSIONAL OFFICE PRODUCTS, INC. (II)	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
JUSTTECH, LLC (VI)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
QUALITY QUICKLY	BRIAN	MARSHALL	945 3rd AVE SE SUITE 103	HICKORY	NC	28602
RYDER BROTHERS STATIONERY	RANDY	DODSON	1735 MAIN STREET	BAKER CITY	OR	97814
BUSINESS EQUIPMENT LLC	MARK	DURBIN	PO BOX 7948	PADUCAH	KY	42003
BUSINESS IMPRESSIONS	JEFF	BASSETT	PO BOX 959	AUBURN	IN	46706
BUTLER'S OFFICE EQUIPMENT & SUPPLY (EAST)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
BENCHMARK BUSINESS SOLUTIONS, INC. (NEW MEXICO)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
XEROGRAPHIC EQUIPMENT SYSTEMS	MICHAEL	MCKENNA	PO BOX 794	CHEYENNE	WY	82003
METRO CENTRE, LP	KARLA	METZLER	679 COUNTY ROAD 404	GAINESVILLE	TX	76240
BEST OFFICE SOLUTIONS	BOB	VALENTA	PO BOX 849	ATLANTA	TX	75551
COMPUTERS911, LLC (II)	BILLY	TINGLE	403 N. MAIN	MARKSVILLE	LA	71351
COMPUTERS911, LLC	BILLY	TINGLE	403 N. MAIN	MARKSVILLE	LA	71351
X WEST INC.	RANDALL	BERNHARDT	12136 W. BAYAUD AVE., STE 125	LAKEWOOD	CO	80228
PROFESSIONAL OFFICE PRODUCTS, INC. (III)	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
SOUTH TEXAS SALES	SONNY	HOELSCHER	1901 EAST MAIN STREET	ALICE	TX	78332
ALABAMA OFFICE SUPPLY	HARRIS	ASBURY	PO BOX 467	OPELIKA	AL	36801
COLONY OFFICE PRODUCTS	DAN	WILSON	121 EAST WASHINGTON STREET	DEMOPOLIS	AL	36732
LOW COUNTRY OFFICE SOLUTIONS	DON	NESBITT	802 EAST MARTINTOWN RD, SUITE 162	NO. AUGUSTA	SC	29841
SOUTHERN OFFICE EQUIPMENT, LLC	TIMOTHY	TODD	PO BOX 636	DAPHNE	AL	36526
NO MISSISSIPPI BUS PRODUCTS	MARK	FOSTER	223 SHARKEY AVE., SUITE 104	CLARKSDALE	MS	38614
MICKEY MAYS OFFICE SOLUTIONS	MICKEY	MAYS	600 MONROVIA DR	RUSTON	LA	71270
PREFERRED OFFICE MACHINES	JOHN	MILAN	215 NORTH MICHIGAN	BIG RAPIDS	MI	49307
DIGITAL OFFICE CENTRE	TOM	ROSTVEDT	515 20TH AVENUE SE, STE 11	MINOT	ND	58701
JUSTTECH, LLC (V)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
IMAGE MAKERS INC	LAURA	NYQUIST	3588 VETERANS DRIVE, SUITE 3	TRAVERSE CITY	MI	49684
VALLEY OFFICE PRODUCTS	LARRY	CANTINE	110 SOUTH MAIN STREET	MILBANK	SD	57252
THE BUSINESS CONNECTION	JAMES	PUCHNER	214 MAIN	CHADRON	NE	69337
PROFESSIONAL BUS PRODUCTS	KEN	MCBRIDE	PO BOX 1154	CRAB ORCHARD	WV	25827
ATLAS REPRODUCTION, INC.	MICHAEL	MCKENNA	PO BOX 2901	CASPER	WY	82601
XEROGRAPHIX EAST TEXAS	SCOTT	WALLER	424 NORTH STREET	NACOGDOCHES	TX	75961
SOUTHWEST OFFICE SOLUTIONS, INC. (BELEN)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
SUPERIOR OFFICE PRODUCTS	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
DOCUMENT SOLUTIONS (II)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
BUTLER'S OFFICE EQUIPMENT & SUPPLY (NORTH)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
PROFESSIONAL OFFICE PRODUCTS, INC.	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
NORMAN ORR OFFICE SUPPLY, LLC	REID	GRIGSBY	202 WEST MAIN	WEST PLAINS	MO	65775
MERRIFIELD OFFICE SUPPLY, LLC	DARRELL	MERRIFIELD	224 SOUTH MAIN	ELK CITY	OK	73644
OFFICE EQUIPMENT SOURCE, INC. (II)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
JUSTTECH, LLC (III)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
JUSTTECH, LLC (IV)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
WYTHEVILLE OFFICE SUPPLY	KENNETH WAYNE	ROOP	146 WEST MAIN STREET	WYTHEVILLE	VA	24382
COMPLETE DOCUMENT SOLUTIONS CENTRAL PENN LLC II	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
KYLE OFFICE SUPPLY	CHRIS	KYLE	1020 21ST AVENUE	TUSCALOOSA	AL	35401
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (IV)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
HUGHES OFFICE EQUIPMENT, LLC	JOHN	TURZIANO	PO BOX 278	BELLAIRE	OH	43906
SIERRA OFFICE SOLUTIONS	TODD	ALLRED	23811 WASHINGTON AVE STE C110-230	MURIETTA	CA	92562
PRINT 'N COPY CENTER	REECE	KEENER	565 W. SILVER ST.	ELKO	NV	89801
D-TECH NORTH, LLC	FRANK	DEFRANCESCO	1095 MILITARY TRL, UNIT 1447	JUPITER	FL	33458
BUDDE'S OFFICE SUPPLY	BERT	BUDDE	3210 FLAGLER AVENUE	KEY WEST	FL	33040
OFFICE AUTOMATION	DANIEL PATRICK	CURRIE	851 NW 250 TERRACE	NEWBERRY	FL	32669
PRECISION OFFICE SYSTEMS	ROBERT	DEMARCO	8817 NW 40th CIRCLE	GAINESVILLE	FL	32653
DOCUMENT SYSTEMS, INC. (II)	CRAIG	BRAME	89 MARKET STREET	HENDERSON	NC	27537
BUERGER OFFICE SYSTEMS	CAMERON	BUERGER	1670 WARREN ROAD	INDIANA	PA	15701
OFFICE EQUIPMENT SOURCE, INC. (I)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
XEROGRAPHICS OF FLAGSTAFF, INC.	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
ADVANCED DOCUMENT SYSTEMS, INC.	HECTOR	LIZARDI	19226 66th AVE. S., SUITE L-100	KENT	WA	98032
DOCUMENT CONSULTING SERVICES	TED	SWICK	880 APOLLO STREET, SUITE 353	EL SEGUNDO	CA	90245
LAS AMERICAS OFFICE EQUIPMENT, INC.	FELIX	RIVERA	PO BOX 90	MERCEDITA	PR	00715
EXECUTIVE OFFICE EQUIPMENT	LAURANCE	BONELLI	PO BOX 6217	ST THOMAS	VI	00804
OFFITEK	FELIX	RIVERA	2980 EMILIO FAGOT AVENUE SUITE 2	PONCE	PR	00716
DOCUMENT COMPANY	JORGE	CANALS	AVE. LAUREL #GA11, CALLE 49, SANTA JUANITA	BAYAMON	PR	00956
C & M DOCUMENT COMPANY, INC.	JORGE	CANALS	MSC 848, AVENIDA WINSTON CHURHILL #138	SAN JUAN	PR	00926
COMPLETE DOCUMENT SOLUTIONS LLC (III)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
JUSTTECH, LLC (VII)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
ANNAPOLIS OFFICE PRODUCTS	JIM	SCHALGE	8258 VETERANS HIGHWAY, SUITE 3A	MILLERSVILLE	MD	21108
MARITIME BUSINESS CONCEPTS	SCOTT	WILLIAMS	1306 N. HERRITAGE ST	KINSTON	NC	28501
AMERICAN BUSINESS CENTER MPS INC. (II)	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
OFFICE AUTOMATION (EAST-WEST)	DANIEL PATRICK	CURRIE	PO BOX 9	NEWBERRY	FL	32669
IMAGE SOURCE IV	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
XEROGRAPHIC BUSINESS SYS	LARRY	GLEASON	819 WATER ST, SUITE 110.	KERRVILLE	TX	78028
XMC OF ARKANSAS	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
TALLAHASSEE TECHNOLOGY GROUP, INC.	RICHARD	MAUS	1949 RAYMOND DIEHL ROAD STE B	TALLAHASSEE	FL	32308
KIMBRELL'S DIGITAL SOLUTIONS	SCOTT	KIMBRELL	520 MAIN STREET	NATCHEZ	MS	39120
DOCUMENT SOLUTIONS EAST, INC.	DARRELL	HARRISON	PO BOX 4006	GREENVILLE	NC	27858
THE OFFICE ADVANTAGE	MARK	VAN DEN HOEK	318 N. MAIN	MITCHELL	SD	57301
FLYNN'S INC.	BRIAN	CANTOR	115 W 30th ST., RM 411	NEW YORK	NY	10001
T.E.C DOCUMENT SOLUTIONS	ANTHONY	GARCIA	231 WEST 29TH STREET SUITE 905	NEW YORK	NY	10001
DELMARVA DOCUMENT SOLUTIONS, INC.	JENNIFER	ATCHISON	112 SOUTH BOULEVARD	SALISBURY	MD	21804
DOCUMENT TECHNOLOGIES, INC.	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
CSRA DOCUMENT SOLUTIONS	DON	NESBITT	802 EAST MARTINTOWN RD, SUITE 162	NO. AUGUSTA	SC	29841
IMAGE SOURCE	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
PROFESSIONAL DOCUMENT SOLUTIONS, INC. (PDS - GJ)	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
UTOPIAN IQ SERVICES INC.	SEBASTIAN	MARTINEZ	6095 NW 82 AVE	MIAMI	FL	33166
IMPRESSIONS OF ASPEN, INC.	NANCY	TORINUS	P.O. BOX 295	CARBONDALE	CO	81623
ADVANCED DOCUMENT SOLUTIONS, INC. (II)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
TOTAL DOCUMENT SOLUTIONS, INC.	TIMOTHY	STANLEY	2515 NORTH SHILOH DRIVE	FAYETTEVILLE	AR	72704
COMPLETE DOCUMENT SOLUTIONS, NY LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
XRX BUSINESS CONSULTANTS	DAVID	CAVAZOS	708 NORTH MCCOLL	MCALLEN	TX	78501
XMC OF MEMPHIS	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
XCEL OFFICE SOLUTIONS	MICHAEL	REID	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
DIXIE DIGITAL IMAGING, INC.	KELLY	SMITH	1401 COMMERCE COURT	FORT SMITH	AR	72908

Xerox Authorized Sales Agents

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
SHAMROCK OFFICE SUPPLY	MIKE	FORMELLER	219 E. VEROT SCHOOL ROAD	LAFAYETTE	LA	70508
DOCUMENT SOLUTIONS OF SPRINGFIELD	GREG	TIGGES	1736 E. SUNSHINE STREET, SUITE 100	SPRINGFIELD	MO	65804
DOCUMENT SOLUTIONS, INC.	ROBERT	BIGHAM JR.	4401 N. MAIN ST., SUITE A	VICTORIA	TX	77904
BENCHMARK BUSINESS SOLUTIONS	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
COMPLETE OFFICE SOURCE INC.	GLEN	DUNN	429 CURWOOD DRIVE	OWOSSO	MI	48867
INDIANA BUSINESS SOLUTIONS	TIMOTHY	SLOPSEMA	8227 NORTHWEST BLVD., #200	INDIANAPOLIS	IN	46278
COPY SOLUTIONS, INC.	ROGER	ZHAO	919 S. FREMONT AVE, SUITE 398	ALHAMBRA	CA	91803
MORRIS COUNTY STATIONERS	RICHARD	FLETCHER	PO BOX 279	FLANDERS	NJ	07836
BENCHMARK BUSINESS SOLUTIONS, INC.-ABILENE	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
EDGE OFFICE PRODUCTS	LESTER	KILPATRICK	1909 JUDSON RD.	LONGVIEW	TX	75605
DOCUMENT SOLUTIONS	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
COPIER CONNECTION	BONNIE	DOOLEY	10425 WESLEY	GREENVILLE	TX	75402
EXCEL OFFICE SERVICES	BRETT	BUTLER	12031 JEFFERSON BLVD	CULVER CITY	CA	90232
RAY BLOCK STATIONERY	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
XCL BUSINESS PRODUCTS	MICHAEL	DAVID	1767-46 VETERANS MEMORIAL HWY	ISLANDIA	NY	11749
OFFICE EVOLUTIONS, INC.	JOHN	GILLON	1808 WHEELER AVE STE #2	HOUSTON	TX	77004
ALASKA ENTERPRISE SOLUTIONS, INC. (FAIRBANKS)	MICHAEL	FERRIS	557 E FIREWEED LANE SUITE A	ANCHORAGE	AK	99503
HIGH COUNTRY COPIERS, INC.	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
KYLE OFFICE PRODUCTS	TOM	KYLE	418 TARROW	COLLEGE STATION	TX	77840
DOCUMENT SOLUTIONS (V)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
PREMIER OFFICE SYSTEMS	COLIN	MCTERNAN	500 N. RAINBOW BLVD. STE 312	LAS VEGAS	NV	89107
QUALITY BUSINESS	EDGARDO	RODRIGUEZ	1142 FD ROOSEVELT AVENUE	HATO REY	PR	00920
OFFICE EQUIPMENT SOURCE, INC. (VI)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
PROFESSIONAL DOCUMENT SOLUTIONS (PDS)	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
IMAGE SOURCE - METRO	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
IMAGE SOURCE - TEMECULA	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
BENCHMARK OFFICE SYSTEMS INC.	MICHELLE	MCMANUS	75 GILCREAST RD., STE. 311	LONDONDERRY	NH	03053
ADVANCED DOCUMENT SOLUTIONS, INC. (III)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
DOCUMENT SOLUTIONS - TENNESSEE	KAREN	MCGINNIS	256 AVIGNON WAY	CLARKSVILLE	TN	37043
CONVERGING TECHNOLOGIES - SANTA ROSA	GENE	IRTENKAUF	4331 FISTOR DR	SANTA ROSA	CA	95409
ITECH	MICHAEL	WILLIAMS	326 5TH STREET	PARKERSBURG	WV	26101
NETWORK ENHANCEMENT SYSTEMS, INC.	EDGAR	SILKEY	10827 EAST MARSHALL STREET	TULSA	OK	74116
COMPLETE DOCUMENT SOLUTIONS	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
XCEL OFFICE SOLUTIONS, LLC	MICHAEL	REID	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
Q DOCUMENT SOLUTIONS	JOEL	HACKETT	3030 OLD RANCH PARKWAY, SUITE 190	SEAL BEACH	CA	90740
OFFICE TECH	B.K.	POWELL	3709 SPENARD ROAD SUITE 200	ANCHORAGE	AK	99503
TOTAL OFFICE SOLUTION OF WEST TEXAS	TOMMY	MCCRURY	1601 N. LEE AVENUE	ODESSA	TX	79761
DOCUMENT SYSTEMS	CRAIG	BRAME	89 MARKET STREET	HENDERSON	NC	27537
GREAT NORTHERN EQUIPMENT	KIM	BROWN	104 NE 3RD STREET, SUITE 200C	GRAND RAPIDS	MN	55744
COMPLETE DOCUMENT SOLUTIONS, NY LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
WEST KENTUCKY XEROGRAPHICS LLC	JAMES	DEMA	PO BOX 124	BENTON	KY	42025
SOUTHERN DIGITAL LLC	ALBERT	HENRICKS	330 N JEFFERSON DAVIS PARKWAY	NEW ORLEANS	LA	70119
CONNEX SYSTEMS INC.	GREGORY	WALTER	2033 CHENAULT DR STE 150	CARROLLTON	TX	75006
IMAGE SOURCE (LA)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
PROFESSIONAL DOCUMENT SOLUTIONS, INC. (PDS – GJ II)	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
COPY CONNECTION	RAJAT	GANDHI	201 W. HILLSIDE, SUITE 24	LAREDO	TX	78041
ADVANCED XEROGRAPHY	DEREK	BARNES	1823 N. YELLOWWOOD	BROKEN ARROW	OK	74012
ADVANCED DIGITAL SOLUTIONS, INC	BILL	NORTHAM	1512 BROADWAY AVENUE	MATTOON	IL	61938
MOUNTAIN WEST OFFICE SOLUTIONS	BRUCE	PORCH	1205-B KENSINGTON AVENUE	MISSOULA	MT	59801
XDOS, INC.	HAROLD	NIXON	20 EAST LIBERTY STREET	SUMTER	SC	29150
DOCUMENT TECHNOLOGIES, INC. (SOUTH SHORE)	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
AMBIZ SOLUTIONS, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
SOUTHWEST OFFICE SOLUTIONS, INC. (LOS ALAMOS)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
WASATCH DOCUMENT SOLUTIONS INC.	CASEY	BECK	373 EDGEHILL DRIVE	PROVIDENCE	UT	84332
OFFICE SYSTEMS OF FAYETTE & GREENE	CAMERON	BUERGER	1670 WARREN ROAD	INDIANA	PA	15701
PDS DENVER TECH CENTER	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
DIGITAL OFFICE SOLUTIONS V	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
MARCOTEK DIGITAL OFFICE SOLUTIONS II	KEITH	NORRIS	100 NORTH PATTERSON STREET	VALDOSTA	GA	31601
OFFICETECH NORTHWEST	B.K.	POWELL	6310 E. SPRAGUE AVENUE	SPOKANE	WA	99212
XEROGRAPHIC EQUIPMENT SYSTEMS - LARAMIE	MICHAEL	MCKENNA	PO BOX 794	CHEYENNE	WY	82003
IT BUSINESS SOLUTIONS	ROBERT	HAY	2698 CASSELMAN ROAD	ROCKWOOD	PA	15557
HEARTLAND DIGITAL IMAGING INC.	RYAN	VERCELLINO	6004 WILLOW SPRINGS	MARION	IL	62959
XMC OF LITTLE ROCK, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
OFFICE TECH - WENATCHEE	B.K.	POWELL	6310 E. SPRAGUE AVENUE	SPOKANE	WA	99212
DIGITAL OFFICE SOLUTIONS	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408A ASHLEY RIVER ROAD, SUITE 6-B	CHARLESTON	SC	29407
POTOMAC BUSINESS SOLUTIONS LLC	KRISTIN	JAQUETTE	13800 COPPERMINE ROAD, STE 273	HERNDON	VA	20171
DIGITAL OFFICE SOLUTIONS II	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
RBI	RICK	BOWLING	1113B N. CASTLE HEIGHTS AVE	LEBANON	TN	37087
XCEL OFFICE SOLUTIONS	MICHAEL	REID	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
QUALITY PRINT SOLUTIONS	GENE	AYALA	220 N. GETTY STREET	UVALDE	TX	78801
IMAGE XCELLENCE, LLC	JENNIFER	CAMBIO	2123 KING STREET	LA CROSSE	WI	54601
CENTRAL OREGON OFFICE SOLUTIONS	RHONDA	ROGERS	PO BOX 2185	BEND	OR	97709
MAINE DOCUMENT SOLUTIONS, LLC	GABE	POLCHIES	59 SANFORD DRIVE, UNIT 1	GORHAM	ME	04038
OFFICE EQUIPMENT SOURCE, INC. (IV)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
GULF SUPERIOR OFFICE PRODUCTS, INC. – SUPERIOR VI	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
ADVANCED DOCUMENT SOLUTIONS, INC. (IV)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
DOCUMENT TECHNOLOGIES, INC.	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
METRO CENTRE, LP	KARLA	METZLER	679 COUNTY ROAD 404	GAINESVILLE	TX	76240
BENCHMARK BUSINESS SOLUTIONS, INC. (AMARILLO II)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
DIGITAL OFFICE CENTRE, INC. (II)	TOM	ROSTVEDT	515 20TH AVENUE SE, STE 11	MINOT	ND	58701
XMC OF WEST TENNESSEE, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
NORTH COUNTRY DIGITAL SOLUTIONS	DAN	MCALOON	2 CRESTWOOD DRIVE	ALEXANDRIA BAY	NY	13607
SOLUTIONS FOR DOCUMENTS	MARVIN	HAMONS	3310 WOODVILLE RD, STE. C	NORTHWOOD	OH	43619
EAST-PENN BUSINESS MACHINES, INC.	HEMAN	PATEL	2980 LINDEN STREET	BETHLEHEM	PA	18017
YAKIMA DOCUMENT SOLUTIONS	LEE	HARTUNG	6799 N WENAS RD	SELAH	WA	98942
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2015 BOUNDARY ST, STE 232	BEAUFORT	SC	29902
MORRIS BUSINESS SOLUTIONS, LLC	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
XMC OF NORTH ALABAMA, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
DOCUMENT CONSULTING SERVICES II	TED	SWICK	880 APOLLO STREET, SUITE 353	EL SEGUNDO	CA	90245
DIGITAL OFFICE SOLUTIONS, INC.	VIC	KALIA	311 3RD AVE, SE	CEDAR RAPIDS	IA	52401
CAPE COD BUSINESS SOLUTIONS, INC.	KEVIN	DONAHUE	PO BOX 323	SANDWICH	MA	02563
MARITIME BUSINESS CONCEPTS, INC. (II)	SCOTT	WILLIAMS	1306 N. HERRITAGE ST	KINSTON	NC	28501
SUPERIOR OFFICE PRODUCTS II	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
MAINE DOCUMENT SOLUTIONS OF CENTRAL MAINE	GABE	POLCHIES	59 SANFORD DRIVE, UNIT 1	GORHAM	ME	04038
TALLAHASSEE TECHNOLOGY GROUP, INC. (COLUMBUS)	RICHARD	MAUS	1949 RAYMOND DIEHL ROAD STE B	TALLAHASSEE	FL	32308
BUSINESS IMPRESSIONS OF MICHIGAN	JEFF	BASSETT	PO BOX 959	AUBURN	IN	46706
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408 ASHLEY RIVER RD, UNIT A	CHARLESTON	SC	29414
DIGITAL OFFICE SOLUTIONS IV	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
ASTRATECH, INC.	CHARLLEE	HOLMES	81 EAST GROVE STREET	GALESBURG	IL	61401
BENCHMARK BUSINESS SOLUTIONS, INC. (MARBLE FALLS)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
BENCHMARK BUSINESS SOLUTIONS-WICHITA FALLS	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
JUSTTECH, LLC	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646

Xerox Authorized Sales Agents

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
COMPLETE OFFICE SOLUTIONS	JOHN	COOPER	2627 RIDGEWOOD ROAD	JACKSON	MS	39216
ADVANCED DOCUMENT SOLUTIONS, INC.	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
XMC OF MIDDLE TENNESSEE	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
XMC OF FLORENCE	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
COMPLETE DOCUMENT SOLUTIONS - MD LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
SOUTHWEST OFFICE SOLUTIONS, INC. (TAOS)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
ELITE BUSINESS SYSTEMS, LLC	WILLIAM	ARNETT	P.O. BOX 737	GADSDEN	AL	35901
IMAGE MAKERS INC II	LAURA	NYQUIST	3588 VETERANS DRIVE, SUITE 3	TRAVERSE CITY	MI	49684
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	454 ANDERSON RD. S, STE 152 BTC 571	ROCK HILL	SC	29730
MORRIS BUSINESS SOLUTIONS LLC (IV)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
SUPERIOR OFFICE PRODUCTS III	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
BENCHMARK BUSINESS SOLUTIONS-EL PASO	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
OFFICE EXPERTS, INC	KATHLEEN	SALIMBENE	520 HIGHRIDGE ROAD	LEXINGTON	OH	44904
PREFERRED DOCUMENT SOLUTIONS, LLC	CHRISTOPHER	SPAHN	2395 BRIARGATE BLVD, STE 120	COLORADO SPRINGS	CO	80920
ADVANTAGE BUSINESS SYSTEMS, INC.	MEIR	HOLTZBERG	370 STATE ST., SUITE 2	NORTH HAVEN	CT	06473
MIDWEST DATA SYSTEMS, INC.	KRISTIN	PORTER	10124 HUTTON ROAD	KANSAS CITY	KS	66109
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	1201 MAIN STREET SUITE 1100	COLUMBIA	SC	29201
COPY SOLUTIONS, INC. (WEST)	ROGER	ZHAO	919 S. FREMONT AVE, SUITE 398	ALHAMBRA	CA	91803
BUTLER'S OFFICE EQUIPMENT & SUPPLY (WEST)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
REPRO PRODUCTS MFD, LLC (NORTH)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
REPRO PRODUCTS MFD, LLC (EAST)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
REPRO PRODUCTS MFD, LLC (SOUTH)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
BENCHMARK BUSINESS SOLUTIONS-SAN ANTONIO	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
SUPERIOR PRINT SOLUTIONS, INC.	BETHANY	SCHRIEVER	202 1st STREET SE, STE 103	MASON CITY	IA	50401
MORRIS BUSINESS SOLUTIONS, LLC (II)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408 ASHLEY RIVER ROAD, SUITE 6-B	CHARLESTON	SC	29407
JUSTTECH, LLC (II)	JOSHUA	JUSTICE	101 CATALPA DR STE #102	LA PLATA	MD	20646
HAMILTON DIGITAL, INC. (CINCINNATI)	FRED	HAMILTON	2165 CENTRAL PARKWAY	CINCINNATI	OH	45219
GEYER'S OFFICE SUPPLY (II)	RON	GEYER	169 W. MAIN STREET	XENIA	OH	45385
IMAGE SOURCE - ORANGE COUNTY	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
ITECH	MICHAEL	WILLIAMS	326 5TH STREET	PARKERSBURG	WV	26101
OFFICE EQUIPMENT SOURCE, INC. (III)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
QUALITY QUICKLY (II)	BRIAN	MARSHALL	945 3rd AVE SE SUITE 103	HICKORY	NC	28602
RAY BLOCK STATIONERY II	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
MCGARITY'S BUSINESS PRODUCTS	SCOTT	MCGARITY	870 GROVE STREET	GAINESVILLE	GA	30501
IMAGE SOURCE - ORANGE COUNTY II	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
DOCUMENT SOLUTIONS (III)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
XMC OF EAST TENNESSEE, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
SOUTHWEST OFFICE SOLUTIONS, INC. (SANTE FE)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
THE RAY-BLOCK STATIONERY CO. INC. (EAST)	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
COMPLETE DOCUMENT SOLUTIONS PA, LLC (S JERSEY I)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC (S JERSEY II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC (PHL)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC (PHL II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS, LLC (II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
ALASKA ENTERPRISE SOLUTIONS, INC.	MICHAEL	FERRIS	557 E FIREWEED LN, SUITE A	ANCHORAGE	AK	99503
DOCUMENT SOLUTIONS (IV)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
BENCHMARK BUSINESS SOLUTIONS, INC. (AUSTIN)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
DMC2, INC.	KEVIN	FITZPATRICK	42 WORTHINGTON ACCESS DR	MARYLAND HEIGHTS	MO	63043
DMC2, INC. (II)	KEVIN	FITZPATRICK	42 WORTHINGTON ACCESS DR	MARYLAND HEIGHTS	MO	63043
SUPERIOR OFFICE PRODUCTS - BEAUMONT	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
D-TECH BUSINESS SOLUTIONS, LLC	FRANK	DEFRANCESCO	1095 MILITARY TRL, UNIT 1447	JUPITER	FL	33458
DIGITAL DOCUMENT SOLUTIONS, LLC	BRIDGET	EVANS	901 LAKE ROAD	MOUNTAIN TOP	PA	18707
IMAGE SOURCE (SAN DIEGO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
NAPLES OFFICE SOLUTIONS, LLC	CHRIS	DEICHMAN	3449 TECHNOLOGY DRIVE STE 108	NORTH VENICE	FL	34275
ADVANCED OFFICE SOLUTIONS, LLC	JOHN	BARROW	4124 KESTEVEN DRIVE	BIRMINGHAM	AL	35242
AMERICAN BUSINESS CENTER, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
OFFICE EQUIPMENT SOURCE, INC. (V)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
BENCHMARK OFFICE SYSTEMS INC. (WEST)	MICHELLE	MCMANUS	75 GILCREAST RD., STE. 311	LONDONDERRY	NH	03053
COMPLETE DOCUMENT SOLUTIONS, WC-CT, LLC (I)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COASTAL OREGON OFFICE SOLUTIONS	RHONDA	ROGERS	PO BOX 2185	BEND	OR	97709
SOUTHWEST OFFICE SOLUTIONS, INC. (ALBUQUERQUE)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
XMC, INC. (SOUTH ARKANSAS)	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
MORRIS BUSINESS SOLUTIONS, LLC (III)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (III)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
IMAGE SOURCE (SACRAMENTO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
SMART DOCUMENT SOLUTIONS - (PHOENIX)	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
TINLOF TECHNOLOGIES, INC.	FERNANDO	MARTINEZ	21011 JOHNSON STREET SUITE #124	PEMBROKE PINES	FL	33029
ROCKY MOUNTAIN COMPETITIVE SOLUTIONS, LLC	ANDY	COON	2413 GRANT AVENUE	OGDEN	UT	84404
IMAGE SOURCE (OAKLAND)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
SARASOTA OFF SOL (ORLANDO)	CHRIS	DEICHMAN	3449 TECHNOLOGY DRIVE STE 108	NORTH VENICE	FL	34275
IMAGE SOURCE (STOCKTON)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
INNOVATIVE DOC TECH INC	JULIO	DIAZ	2770 AVE HOSTOS, SUITE 303, SVS PLAZA II	MAYAGUEZ	PR	00682
IMAGE SOURCE (WOODLAND HILLS)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
COMPLETE DOCUMENT SOLUTIONS WC-CT LLC II	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS CENTRAL PENN LLC	JOHN	HAND	2209 FOREST HILLS DRIVE	HARRISBURG	PA	17112
INDIANA BUSINESS SOLUTIONS LLC (SOUTH)	TIMOTHY	SLOPSEMA	8227 NORTHWEST BLVD., #200	INDIANAPOLIS	IN	46278
IMAGE SOURCE (MONT)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
IMAGE SOURCE (FNO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
AMBIZ SOLUTIONS, INC. (EAST)	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
IMAGE SOURCE (SAN FRANCISCO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
GULF SUPERIOR OFFICE PRODUCTS, INC.	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
CONNEX SYSTEMS INC. II	GREGORY	WALTER	2033 CHENAULT DR STE 150	CARROLLTON	TX	75006
SHOFNER BUSINESS SOLUTIONS OF EASTERN KY L.L.C.	CHARLES	SHOFNER	200 PORTA VERDE	NICHOLASVILLE	KY	40356
SUPERIOR OFFICE SYSTEMS	HECTOR	LIZARDI	19226 66th AVE. S., SUITE L-100	KENT	WA	98032
ADVANCED DOCUMENT SOLUTIONS, INC. (V)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
COMPLETE DOCUMENT SOLUTIONS NORTH, LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	SALES MGR/VP
Xerox Business Solutions, Inc.	8701 Florida Mining Blvd	Tampa, FL 33634	www.xeroxbusinesssolutions.com	Sylvia Carrizosa
Amcom Office - AMC	3600 McClaren Woods Drive	Coraopolis, PA 15108	www.teamamcom.com	David Saber
Arizona Office Technologies - AOT	4320 E. Cotton Center Blvd #100	Phoenix, AZ 85040	www.aot-xerox.com	David Hague
Berney Office Solutions - BER	10690 John Knight Close	Montgomery, AL 36117	www.berney.com	David Washington
Berney Office Solutions - BER	780 Lakeside Drive W., Ste B	Mobile, AL 36693	www.berney.com	David Washington
Berney Office Solutions - BER	4970 Corporate Drive, Ste 125H	Huntsville, AL 35805	www.berney.com	David Washington
Stewart of Alabama, Inc. - STO	4000 Colonnade Parkway	Birmingham, AL 35243	www.berney.com	Matt Fulmer
Carr Business Systems - CAR	500 Commack Road, Ste 110	Commack, NY 11725	www.carrxerox.com	Joe Savino
Carr Business Systems - CAR	485 Lexington Ave FL25	New York, NY 10017	www.carrxerox.com	Joe Savino
Connecticut Bus. Systems - CBS	100 Great Meadow Rd	Wethersfield, CT 06109	www.cbs-gisx.com	Steve Velardi
Connecticut Bus. Systems - CBS (Warehouse)	240 Pane Rd	Newington, CT 06111	www.cbs-gisx.com	Steve Velardi
Connecticut Bus. Systems - CBS	134 Capital Drive	West Springfield, MA 01089	www.cbs-gisx.com	Joe Cunningham
Connecticut Bus. Systems - CBS	465 Taylor Street	Springfield, MA 01105	www.cbs-gisx.com	Joe Cunningham
Connecticut Bus. Systems - CBS	931 Jefferson Blvd	Warwick, RI 02886	www.cbs-gisx.com	Joe Cunningham
Integrity One Technologies, Inc.- IOT	2920 Fortune Circle W, Suite C	Indianapolis, IN 46241	www.iot-xerox.com	Steve Shank
Integrity One Technologies, Inc.- IOT	801 N Capitol Avenue	Indianapolis, IN 46204	www.iot-xerox.com	Steve Shank
Integrity One Technologies, Inc.- IOT	2120 High Wickham Place	Louisville, KY 40245	www.iot-xerox.com	Stephanie Maloney
ComDoc, Inc. - COM	8247 Pittsburg Avenue NW	North Canton, OH 44720	www.comdoc.com	Keith Hanawalt
ComDoc, Inc. - COM	9100 South Hills Blvd. (Cleveland)	Broadview Hgts, OH 44147	www.comdoc.com	Tony Rugar
ComDoc, Inc. - COM	9999 Carver Road, Ste 100	Blue Ash, OH 45242	www.comdoc.com	Tim Combs
ComDoc, Inc. - COM	330 West Spring St, Ste 100 & 140	Columbus, OH 43215	www.comdoc.com	David Cathers
ComDoc, Inc. - COM (Warehouse)	711-713 Hadley Drive (WH)	Columbus, OH 43228	www.comdoc.com	David Cathers
ComDoc, Inc. - COM	55 Amherst Villa Rd	Buffalo, NY 14225	www.comdoc.com	Eric Smith
Capital Busines Systems, Inc.- CBU	2708 Commerce Drive, Unit A	Harrisburg, PA 17110	www.capitalbusinessinc.com	David Schlomer
Conway Technology Group LLC - COP	10 Capitol Street	Nashua, NH 03063	www.conwayoffice.com	Carl Tourigny
Conway Tech Group LLC - COP d/b/a Transco	34 Leighton Road	Augusta, ME 04330	www.transcobusiness.com	David Palmer
Conway Tech Group LLC - COP d/b/a BEU	275 Read Street	Portland, ME 04103	www.beu.net	David Palmer
Capitol Office Solutions, LLC - COS	9065 Guilford Road	Columbia, MD 21046	www.cosxs.com	MIF Specialist
Chicago Office Technology Group, Inc. - COTG	3 Territorial Court	Bolingbrook, IL 60440	www.cotg.com	Brian McCullough
Chicago Office Technology Group, Inc. - COTG	1 East Wacker Dr, #1305	Chicago, IL 60601	www.cotg.com	Brian McCullough
Chicago Office Technology Group, Inc. - COTG	Two Pierce Pl, Ste 12th Floor	Itasca, IL 60143	www.cotg.com	Brian McCullough
Carolina Office Systems - CSS	10506 Bryton Corp Center Dr, Ste 400	Huntersville, NC 28078	www.carolinaos.com	Brad Kikendall
Carolina Office Systems - CSS	2265 Clements Ferry Rd, Ste 203	Charleston, SC 29492	www.carolinaos.com	Brad Kikendall
G-Five, Inc. - GFI	297 Garlington Rd, Suite H	Greenville, SC 29615	www.gfive.net	Justin Wagner
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	8200 IH 10 W, Suite 400	San Antonio, TX 78230	www.dahill.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	17280 Green Mtn Road, Ste. 130	San Antonio, TX 78247	www.dahill.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	2100 West Loop South, Ste 1300	Houston, TX 77027 (Galleria)	www.dahill.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	5747 Brittmooore Rd, Suite 100	Houston, TX 77041 (WH)	www.dahill.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	901 S. Mopac Expwy, Ste 595	Austin, TX 78746	www.dahill.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	11831 Miriam, Unit A-9 (Serv Wh)	EI Paso, TX 79936		Bonnie Garza
Denitech Corporation - DEN	820 W Sandy Lake Rd, Ste 100	Coppell, TX 75019	www.denitech.com	Bonnie Garza
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	100 North Mustang Rd. Dock 1	Yukon, OK 73099	www.youronesource.com	Thomas Meagher

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	SALES MGR/VP
Eastern Managed Print Network - ECP	1224 W. Genessee St.	Syracuse, NY 13204	www.easternmpn.com	Steve Wilmarth
Eastern Managed Print Network - ECP	111 Grant Avenue	Endicott, NY 13760	www.easternmpn.com	Steve Wilmarth
Eastern Managed Print Network	8 Access Road	Colonie (Albany), NY 12205	www.easternmpn.com	Steve Wilmarth
Elan Marketing, Inc. d/b/a Elan Office Systems	6760 Surrey Street	Las Vegas, NV 89119	www.elanoffice.com	John Gallegos
Electronic Systems - ESI	369 Edwin Drive (Building 1)	Virginia Beach, VA 23462	www.esi.net	Steve Pitts
Electronic Systems - ESI	365 Edwin Dr (Bldg. 2-not publishd)	Virginia Beach, VA 23462	www.esi.net	Steve Pitts
Electronic Systems - ESI	4417 Expressway Dr	Virginia Beach, VA 23452	www.esi.net	Steve Pitts
Electronic Systems - ESI	3727 Challenger Avenue	Roanoke, VA 24012	www.esi.net	Steve Pitts
Electronic Systems - ESI	10406 Lakeridge Parkwy, Ste 1000	Ashland, VA 23055	www.esi.net	Steve Pitts
TML Enterprises, Inc. - TML	4151 Lafayette Center Dr, Ste 100	Chantilly, VA 20151	www.tml-xerox.com	Steve Pitts
GDP Technologies, Inc. - GDP	1180 Eisenhower Parkway	Macon, GA 31206	www.gadup.com	Keith Harper
GDP Technologies, Inc. - GDP	4350 Rivergreen Parkway, Ste 100	Duluth, GA 30096	www.gadup.com	Keith Harper
imageQuest - IQI	11021 E 26th Street N	Wichita, KS 67226	www.imagequestks.com	Paul Morton
imageQuest - IQI	11106 Strang Line Rd, Bldg K	Lenexa, KS 66213	www.imagequestks.com	Paul Morton
Image Technology Specialists, Inc. - ITS	70 Shawmut Road	Canton, MA 02021	www.its-xrx.com	Randy Baril
Lewan & Associates - LEW	1400 South Colorado Blvd.	Denver, CO 80222	www.lewan.com	Michael Carroll
Lewan & Associates - LEW (Warehouse)	8530 Concord Center Dr, #400	Englewood, CO 80112	www.lewan.com	Michael Carroll
Lewan & Associates - LEW	1551-D Mercantile Avenue NE	Albuquerque, NM 87107	www.lewan.com	Michael Carroll
LRI, LLC	1601 SE Gateway Drive, Ste 130	Grimes, Iowa 50111	www.laserresources.com	Paul Bronke
Merizon Group, Inc - MBM Business Machines	d/b/a Modern 620 N. Lynndale Drive	Appleton, WI 54914	www.mbm360.com	Jason Loker
Michigan Office Solutions - MOS	2859 Walkent Drive NW	Grand Rapids, MI 49544	www.mos-xerox.com	Keith Stewart
Michigan Office Solutions - MOS	3101 Technology Blvd, Ste J	Lansing, MI 48910	www.mos-xerox.com	Keith Stewart
Michigan Office Solutions - MOS	40000 Grand River, Ste 500	Novi, MI 48375	www.mos-xerox.com	Walter Reynolds
Minnesota Office Technology Group - MOTG	5600 Rowland Rd, Ste 205	Minnetonka, MN 55343	www.motg-xerox.com	Christopher Reeves
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions	5657 Copley Dr.	San Diego, CA 92111	www.mrc360.com	Charlie Sinnen
Mr. Copy, Inc. (Warehouse)	5625-5629 Copley Dr	San Diego, CA 92111	www.mrc360.com	Charlie Sinnen
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions	5050 Hopyard Road, Ste 100	Pleasanton, CA 94588	www.mrc360.com	Charlie Sinnen
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions (Wareh	21343 Cabot Blvd, Bldg A	Hayward, CA 94545	www.mrc360.com	Charlie Sinnen
Rabbit Office Automation (ROA)	904 Weddell Court	Sunnyvale, CA 94089	www.roa-usa.com	Charlie Sinnen
Inland Business Systems, Inc. - IBS	1326 N. Market Blvd,	Sacramento, CA 95834	www.igoinland.com	Bill Mello
Inland Business Systems, Inc. - IBS aka Sierra Office Solutions - SIO	4710 Longley Lane	Reno, NV 89502	www.sierraoffice.com	Bill Mello
Inland Business Systems, Inc. - IBS aka Lucas Business Systems, Inc. - LUC	627 Bitritto Court	Modesto, CA 95351	www.lucassystems.com	Bill Mello
Inland Business Systems, Inc. - IBS aka Lucas Business Systems, Inc. - LUC	2592 Notre Dame Blv	Chico, CA 95928	www.lucassystems.com	Bill Mello
SoCal Office Technologies f/d/b/a MWB Copy Products. - SOC	5700 Warland Drive	Cypress, CA 90630	www.socal-office.com	Stephanie Bannon
Zoom Imaging Solutions - ZIS	4603 W. Jennifer Ave.	Fresno, CA 93722	www.zoomcopiers.com	Charlie Sinnen
Xerox Hawaii - XHI	700 Bishop Street, Ste 1200	Honolulu, HI	www.xerox.com	Ian Yee
MT Business Technologies, Inc. - MTB	1150 National Parkway	Mansfield, OH 44906	www.mtbt.com	Mark Oswald
MT Business Technologies, Inc. - MTB	1205 Corporate Drive	Holland, OH 43528	www.mtbt.com	Mark Oswald
Quality Business Systems - QBS	14432 SE Eastgate Way, Ste 300	Bellevue, WA 98007	www.qbsi-xerox.com	Paul Franetovich
Quality Business Systems - QBS (Warehouse)	7112 S. 212th Street	Kent, WA 98032	www.qbsi-xerox.com	Paul Franetovich
CTX Business Solutions d/b/a Copytronix - CTX	16640 SW 72nd Ave, Bldg 10	Portland, OR 97224	www.ctx-xerox.com	Kyle Marvin
Boise Office Equipment, Inc. - BOE	330 North Ancestor Place	Boise, ID 83704	www.boeweb.com	Rob Davis
R.K. Dixon Company - RDK	5700 Utica Ridge Road	Davenport, IA 52807	www.rkdixon.com	Paul Bronke
R.K. Dixon Company - RDK	8630 North Allen Road	Peoria, IL 61615	www.rkdixon.com	Nick Barnes
Premier Office Equipment, Inc. - POE	1510 East Olive Street	Marshalltown, IA 50158	www.premierofficeequipment.com	Nick Barnes

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	SALES MGR/VP
Saxon Business Systems - SAX	14025 NW 60th Avenue	Miami Lakes, FL 33014	www.saxon.net	Bert LaCalle
Saxon Business Systems - SAX	1395 NW 17th Avenue, #107	Delray Beach, FL 33445	www.saxon.net	Bert LaCalle
Saxon Business Systems - SAX	9150 Phillips Highway, Ste 2	Jacksonville, FL 32256	www.saxon.net	Bert LaCalle
Stewart Business Systems - STW	6000 Irwin Road, Suite A	Mt. Laurel, NJ 08054	www.stewartxerox.com	Kathy DiMaggio
Stewart Business Systems - STW (Warehouse)	3001 Irwin Road, Suite B&C	Mt. Laurel, NJ 08054	www.stewartxerox.com	Kathy DiMaggio
Stewart Business Systems - STW	365 W. Passaic St, Ste 585	Rochelle Park, PA 07662	www.stewartxerox.com	Kathy DiMaggio
Zeno Office Solutions - ZOS	8701 Florida Mining Blvd	Tampa, FL 33634	www.zenosolutions.com	Bill Batrow
Zeno Office Solutions - ZOS	4525 Vineland Road, Ste 203-204	Orlando, FL 32811	www.zenosolutions.com	Bill Batrow

**OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS**

**FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES PJT Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES PJT Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES PJT Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

OMNIA PARTNERS EXHIBITS

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall

OMNIA PARTNERS EXHIBITS

EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES [Signature] Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Xerox Corporation

Address, City, State, and Zip Code: 201 Merritt 7, Norwalk, CT 06857

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

Phone Number: 310-258-6266 Fax Number: _____

Printed Name and Title of Authorized Representative: Rachael Jones Turner, SLED Cooperative Contracts Manager

Email Address: Rachael.Jones@Xerox.com

Signature of Authorized Representative: Rachael Jones Turner Date: 6/2/2020

XEROX CORPORATION

Certificate of Secretary

I, Douglas H. Marshall, Secretary of Xerox Corporation, a New York corporation (the "Company"), DO HEREBY CERTIFY that:

1. The following is a true and correct copy of an excerpt from a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on December 7, 2011, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: that ... the President, any Vice President, the Treasurer, the Controller and any Manager or Director of any group, division or department of the Company, be, and each of them severally is, empowered to (i) execute and deliver in the name and on behalf of the Company all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including any non-collusion certificates required by any governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he serves in that capacity (all of the foregoing collectively referred to as "Agreements") (ii) perform under agreements or cause to be performed, the Company's obligations under all such Agreements; and (iii) from time to time delegate their authority under this resolution to such employees of the Company and subject to such terms, conditions and limitations as they determine to be advisable, the execution and delivery of any such delegation to be conclusive evidence of such determination.

2. Joanne Levy is as of the date hereof Account General Manager, New York City, New Jersey and Pennsylvania, in the Public Sector Center of Excellence, North America Operations, of the Company and is authorized to act under the above resolution.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of the Company hereto as of the 20th day of May, 2019.



Douglas H. Marshall
Secretary



OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners's ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Xerox Corporation
Street: 201 Merritt 7
City, State, Zip Code: Norwalk, CT 06851

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Douglas H. Marshall, an authorized representative of Xerox Corporation, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership. (Note: information is as of December 31, 2019)

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Carl C. Icahn	c/o Icahn Capital LP 767 Fifth Avenue, Suite 4700 New York, NY 10153	10.99%
The Vanguard Group, Inc.	100 Vanguard Blvd. Malvern, PA 19355	10.32%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

May 8, 2020
Date



Secretary

Authorized Signature and Title

Requirements for National Cooperative Contract

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Xerox Corporation
Street: 201 Merritt 7
City, State, Zip Code: Norwalk, CT 06851

State of New Jersey
County of Middlesex

I, Joanne Levy of the Woodbridge
Name City

in the County of Middlesex, State of New Jersey
of full age, being duly sworn according to law on my oath depose and say that:

I am the General Manager of the firm of Xerox Corporation
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Xerox Corporation
Company Name

[Signature] GM State of NJ
Authorized Signature & Title

Subscribed and sworn before me

this 11th day of May, 2020

[Signature]
Notary Public of New Jersey

My commission expires September 2, 2024

TERRENCE HORSLEY
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2229180
MY COMMISSION EXPIRES SEPTEMBER 2, 2024



OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Xerox Corporation
Street: 201 Merritt 7
City, State, Zip Code: Norwalk, CT 06851

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- 2. A photo copy of their Certificate of Employee Information Report

OR

- 3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

5/11/2020
Date

[Signature]
Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

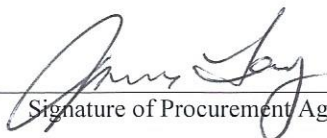
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



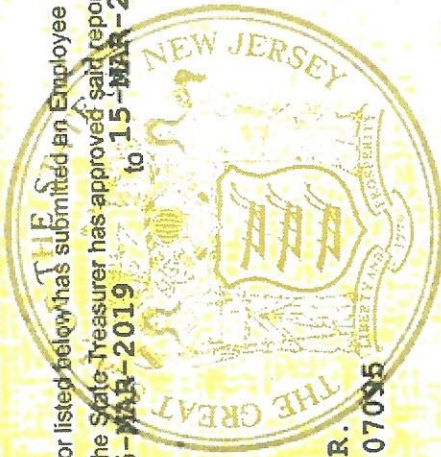
Signature of Procurement Agent

Requirements for National Cooperative Contract

Certification 1160

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2022**



**XEROX CORPORATION
10 WOODBRIDGE CENTER DR.
WOODBRIDGE NJ 07095**

Elizabeth M. Muoio

ELIZABETH MAHER MUOIO
State Treasurer

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

Doc #4, continued **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Requirements for National Cooperative Contract

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

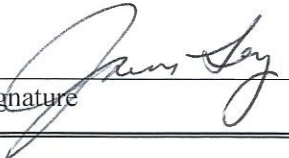
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Xerox Corporation		
Address:	201 Merritt 7		
City:	Norwalk	State:	CT
		Zip:	08851

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


James Levy
General manager, State of New Jersey
 Signature Printed Name Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Carl C Icahn	Name: The Vanguard Group
Home Address: Business Address: C/o Icahn Capital LP 767 5th Ave NY 10153	Home Address: 100 Vanguard Blvd. Business Address Malvern, Pa 19355
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 11th day of May, 2020

(Notary Public) [Signature]

My Commission expires: 9/2/2024

[Signature]
(Affiant)

Jeanne Levy Cm. Secretary
(Print name & title of affiant)

(Corporate Seal)

TERRENCE HORSLEY
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2229180
MY COMMISSION EXPIRES SEPTEMBER 2, 2024

Requirements for National Cooperative Contract

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: Xerox Corporation

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Joanne Levy

Signature: _____

Title: General Manager, State of New Jersey

Date: 5/11/2020

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

Requirements for National Cooperative Contract



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: XEROX CORPORATION

Trade Name:

Address: 201 MERRITT 7
NORWALK, CT 06851

Certificate Number: 0061020

Effective Date: November 07, 1960

Date of Issuance: July 16, 2018

For Office Use Only:

20180716081443468