



### Request for Contract Update

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

Xerox  
(Contractor) hereby provides notice of the following update on  
this date 1/10/2023.

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

**Authorized Distributors/Dealers**  
\_\_\_\_ Addition  
\_\_\_\_ Deletion  
\_\_\_\_ Supporting Documentation

**Price Update**  
\_\_\_\_ Supporting Documentation

**Products/Services**  
X New Addition  
\_\_\_\_ Update Only  
\_\_\_\_ Supporting Documentation

**Discontinued Products/Services**  
\_\_\_\_ Supporting Documentation

**States/Territories**  
\_\_\_\_ Supporting Documentation

**Other** \_\_\_\_\_  
\_\_\_\_ Supporting Documentation

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

Xerox is requesting to add the Xerox Capture and Content Services (CCS) to the Region 4 ESC contract #R191104 as well as the Xerox Apps to the contract. See the attached noted for additional details.

Submitted By: Rachael Jones Turner  
Title: Director, SLED Cooperative Contracts  
Email Address: Rachael.Jones@Xerox.com

**Approved by Email:** Date 1/25/2023 | 12:24 PM CST  
 **Denied by Email:** Date \_\_\_\_\_

DocuSigned by:  
Robert Eigelmann  
Region 4 ESC: \_\_\_\_\_  
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Request for Contract Update Details:

- 1) Xerox is requesting to add the Xerox Capture and Content Services (CCS) to the Region 4 ESC Contract #R191104. The Xerox Capture & Content Services provides advanced multichannel capture and process automation to help members throughout the capture/digitize, transform, process, manage and delivery stages. See the attached CCS Description of Services for additional information.

The attached five documents include:

- A detailed Capture and Content Description of Services.
- The Capture and Content Services rate card pricing.
- The following Xerox Order-Time Documents will be provided at order time to the end user procuring these services. They consist of:

1. The EDMS DocuShare Addendum. This solution requires an order-time Addendum which includes the unique terms and conditions for the Services.
2. The Xerox CCS Statement of Work, developed and provided to the end user based on the solution being offered. It provides all of the specifications, implementation and unique SLA's of the offer.
3. The Xerox Services Master Agreement.

- 2) Xerox is also requesting to add our Xerox App Gallery to the Region 4 ESC R191104 contract. This collection of easily downloadable apps extends the capabilities of our MFD's. On the technology enabled devices, users get instant access to an array of apps that improve workflow, user experience and augment your printer's ability to print, scan and fax.

The attached two documents include:

- The Xerox App Gallery Enterprise Price List, for Services Orders only, includes a the list and Region 4 ESC contract price for all of the available Apps.
- Xerox App Gallery order-time Addendum which will be provided to the end user procuring these services.

# Capture & Content Services

Xerox Capture & Content Services provides advanced multichannel capture and process automation to help you throughout the capture/digitize, transform, process, manage and delivery stages.

- Capture information systematically from multiple sources
- Digitize multichannel information to feed downstream business processes
- Automate repetitive tasks to integrate with appropriate ERP, CRM, and third-party systems
- Manage storage, retrieval and retention of documents and encrypted data
- Make information available at the point of need

An extensive portfolio delivers a unified approach to tackling complex business challenges with powerful A.I. Robotic Process Automation and machine learning to help organizations harness critical business data. Xerox Capture and Content Services streamline processes and improve cycle times by digitizing and automating complex business workflows.

Services can be provided on-site or off-site. The service will deliver all images or documents as searchable PDF with document classification and indexing.

## Capture & Content Services Capabilities

- Digitization of multichannel data and information
- Integrated electronic and hard copy information
- Data classification and indexing
- Automation of repetitive tasks through workflow automation
- Management storage, retrieval and retention of documents, and encrypted data
- Integration with downstream with business processes such as ERP, CRM and third-party systems
- Role-based access to data with auditable workflows supporting regulatory compliance

## Capture & Content Services Benefits

- Speed up processing time for intake/capture and processing of paper documents
- Improvement of the accuracy of information delivered downstream, avoiding errors, wrong delivery, and rework
- Improve access to information

- Reduction of costs in human labor, floor space, paper-handling, management, and non-conformance
- Reduction of manual intervention, processing errors, redundant tasks, and associated costs
- Ability to extract insight and gain control through automated classification
- Enablement of corporate digital migration efforts through digital content management and processing such as faster processing of incoming correspondence (improved turnaround time), and accelerated business workflow process through digitization
- Integration of electronic and hard copy information, helping to streamline processes and automate workflows
- Quality Assurance/Quality Control audit reporting for compliance monitoring (i.e., HIPAA and SOX)

## Region 4 ESC Copier Printer Contract #R191104

## Capture and Content Services Rate Card

12/15/2022

Document Scanning	Unit of Measure	List Price	Region 4 ESC Contract Discounted Price	Comments/Notes
<b>Standard Scanning<sup>1</sup></b>	Per Image			<p><b><sup>1</sup>Standard:</b>  <b>Paper Sizes:</b> Legal 8.5"x14"; Tabloid 11"x17"; Ledger 17"x11"; Letter 8.5"x11"; A3 11.7"x 16.5"; A4 8.27"x11.7"; A5 - ½ A4  <b>Scanning:</b> Up to 300 DPI, Duplex Scanning; up to 300 DPI  <b>Image Quality Control sampling</b> at 10%;  <b>Standard Preparation</b> - Where Xerox shall apply effort (no more than five (5) seconds) to fix a Document to allow it to be Scanned on the bulk scanner. This may include applying sticky tape to fix a small tear which does not render the Document in two (2) parts, limited to a percentage of 1% of total processed volume. Remove Bindings found connected/attached to Documents. (e.g. es, paper clips, plastic sleeves, elastic bands, Document clips.) limited to 10% of the pages.  <b><sup>2</sup>Wide Format</b> :Short side of Page is wider than A3 or Tabloid; Long Format - Long side of Page is longer than A3, but short side is the same as A4 or Long side of Page is longer than Tabloid, but short side is the same as Letter.  <b>Note:</b>  <b>Image files shall be named utilizing an automatically generated unique document identification or control number.</b></p>
Scanned Images – Black and White	Images per year			
	12M+	Custom Quote	Custom Quote	
	>3M-12M	\$ 0.0495	\$ 0.0446	
	>1M-3M	\$ 0.0611	\$ 0.0550	
	>500K-1M	\$ 0.0803	\$ 0.0723	
	>100K-500K	Custom Quote	Custom Quote	
	0-100K	Custom Quote	Custom Quote	
Scanned Images – Color / Grayscale	Images per year			
	12M+	Custom Quote	Custom Quote	
	>3M-12M	\$ 0.0500	\$ 0.0450	
	>1M-3M	\$ 0.0618	\$ 0.0557	
	>500K-1M	\$ 0.0825	\$ 0.0742	
	>100K-500K	Custom Quote	Custom Quote	
	0-100K	Custom Quote	Custom Quote	
<b>Scanned Images – Wide Format Documents<sup>2</sup></b>	Images per year			
Scanned Images – Wide Format Documents – Black and White	Images per year			
	12M+	Custom Quote	Custom Quote	
	>3M-12M	Custom Quote	Custom Quote	
	>1M-3M	Custom Quote	Custom Quote	
	>500K-1M	Custom Quote	Custom Quote	
	>100K-500K	\$ 1.8462	\$ 1.6615	
	0-100K	Custom Quote	Custom Quote	
Scanned Images – Wide Format Documents – Color / Grayscale	Images per year	Custom Quote	Custom Quote	
<b>Scanned Images – Long Format Documents</b>	Images per year			
Scanned Images – Long Format Documents – Black and White	Images per year	Custom Quote	Custom Quote	

## Region 4 ESC Contract #R191104

Scanned Images – Long Format Documents – Color / Grayscale	Images per year	Custom Quote	Custom Quote	
<b>Scanned Images – Flatbed Scanning</b>	Images per year	Custom Quote	Custom Quote	
<b>Ingested Images (e.g., inbound Email)</b>	Images per year	Custom Quote	Custom Quote	
<b>Document Preparation &amp; Re-prep</b>	<b>Unit of Measure</b>	<b>List Price</b>	<b>Region 4 ESC Contract Discounted Price</b>	<b>Comments/Notes</b>
<b>Non Standard Document Preparation.</b> Removal of documents from their respective envelopes. Removal of any staples, paper-clips et al, unfolding creased documents or edges of documents, taping documents to backing sheets, insertion of bar coded targets and any other prep required to enable scanning.	Per Hour	\$ 35.1385	\$ 31.6246	
<b>Non-Standard Media</b>	<b>Unit of Measure</b>	<b>List Price</b>	<b>Region 4 ESC Contract Discounted Price</b>	<b>Comments/Notes</b>
Microfiche	Per Image	Custom Quote	Custom Quote	
Aperture Cards	Per Image	Custom Quote	Custom Quote	
Microfilm 16MM	Per Image	Custom Quote	Custom Quote	
Microfilm 35MM	Per Image	Custom Quote	Custom Quote	
<b>Document Typing</b>	<b>Unit of Measure</b>	<b>List Price</b>	<b>Region 4 ESC Contract Discounted Price</b>	<b>Comments/Notes</b>
Creation of document type group	Doc Type	Custom Quote	Custom Quote	
<b>Document Type Indexing (keywords)</b>	<b>Unit of Measure</b>	<b>List Price</b>	<b>Region 4 ESC Contract Discounted Price</b>	<b>Comments/Notes</b>
Indexing of alphanumeric characters	Per Character	Custom Quote	Custom Quote	
Indexing of numeric characters	Per Character	Custom Quote	Custom Quote	
Indexing of handwritten characters	Per Character	Custom Quote	Custom Quote	
<b>Packaged Service - Invoice Indexing - W/O line items</b>	<b>Unit of Measure</b>	<b>List Price</b>	<b>Region 4 ESC Contract Discounted Price</b>	<b>Comments/Notes</b>

## Region 4 ESC Contract #R191104

Indexing of 14 pre-defined invoice fields	Per Invoice	Custom Quote	Custom Quote	
Additional pre-defined tax fields	Per Invoice	Custom Quote	Custom Quote	
Additional 6 pre-defined fields	Per Invoice	Custom Quote	Custom Quote	
<b>Labor/Service per hour</b> (Make sure these meet the federal wage determination guidelines)	<b>Unit of Measure</b>	<b>List Price</b>	<b>Region 4 ESC Contract Discounted Price</b>	<b>Comments/Notes</b>
Project Manager	Per Hour	\$ 92.3077	\$ 83.0769	
Solution Architect Implements and maintains smooth operation and physical design of solution.	Per Hour	\$ 167.6923	\$ 150.9231	
Solutions Delivery Manager (SDM) Manages client-site locations. Responsible for the day-to-day operations and support of onsite staff. Ensures staff is trained and all resources are well utilized. Coaches team to provide superior customer satisfaction, which may include utilizing multiple feedback mechanisms. Provides communication and reporting to client team.	Per Hour	\$ 126.1538	\$ 113.5385	
Team Leader Assigns and oversees the work of team. Oversee work task assignment Delivers documents to various departments, prepares paper documents for conversion to digital format, scans documents, enhances digital images, performs data entry, and reviews work for accuracy.	Per Hour	\$ 67.6923	\$ 60.9231	
On Site Associate Performs a variety of routine administrative/clerical tasks in such functional areas as finance, purchasing, or human resources or for a specific project/business/technical unit. Gathers, collects, records, tracks and verifies data and information from multiple sources. Compiles, reviews and analyzes data. Uses personal computer and commercial software packages, and/or proprietary software for functional area, to compile and generate reports, statistics, timelines, tables, graphs, correspondence and presentations. May design processes to enhance workflow.	Per Hour	\$ 53.8462	\$ 48.4615	

## Region 4 ESC Contract #R191104

Associate Documentation Technician Performs a variety of routine administrative/clerical tasks in such functional areas as finance, purchasing, or human resources or for a specific project/business/technical unit. Gathers, collects, records, tracks and verifies data and information from multiple sources. Compiles, reviews and analyzes data. Uses personal computer and commercial software packages, and/or proprietary software for functional area, to compile and generate reports, statistics, timelines, tables, graphs, correspondence and presentations. May design processes to enhance workflow. Provides data and information to others on functional unit processes and procedures.	Per Hour	\$ 81.5385	\$ 73.3846	
Data Entry Gathers, collects, records, tracks and verifies data and information from multiple sources. Compiles, reviews and analyzes data. Uses personal computer and commercial software packages, and/or proprietary software for functional area, to compile and generate reports, statistics, timelines, tables, graphs, correspondence and presentations. May design processes to enhance workflow.	Per Hour	\$ 81.5385	\$ 73.3846	
Quality Assurance Manager Synthesizes customer contractual needs and requirements into system test solutions that acknowledge technical, schedule and cost constraints. Coordinates integrated testing activities with affected program and outside organizations. Reviews and evaluates test requirements to insure completeness of test program. Performs analysis of test results and prepares comprehensive system level evaluation reports which verify and validate system performance.	Per Hour	\$ 81.5385	\$ 73.3846	
Training Specialist	Per Hour	\$ 53.8462	\$ 48.4615	
<b>Miscellaneous Items</b>	<b>Unit of Measure</b>	<b>List Price</b>	<b>Region 4 ESC Contract Discounted Price</b>	<b>Comments/Notes</b>
Cherished (Special) Document Handling Charge	Per Document	Custom Quote	Custom Quote	
Currency or Negotiable Documents Handling Charge, including Checks	Per Document	Custom Quote	Custom Quote	
Expedited Scan Charge	Per Image	Custom Quote	Custom Quote	
Document Retrieval Charge	Per Document	Custom Quote	Custom Quote	



## Region 4 ESC Contract #R191104

Rescans (excludes Document Retrieval charges)	Per Image	Custom Quote	Custom Quote	
Incremental End User Access Request	Per End User	Custom Quote	Custom Quote	
Non-Simple Binding Removal	Per bind	Custom Quote	Custom Quote	
Document Storage – On-Site at C&CS Facility (following Image Availability Period)	Per Box per month	Custom Quote	Custom Quote	
Document Storage – Off-Site from C&CS Facility (following Image Availability Period)	Per Box per month	Custom Quote	Custom Quote	
Document Destruction	Per Box	Custom Quote	Custom Quote	
Manually count hardcopy Pages before Scanning	Per Page	Custom Quote	Custom Quote	
Document Refile	Per Document	Custom Quote	Custom Quote	
Exception handling fee	Per Exception	Custom Quote	Custom Quote	
		Custom Quote	Custom Quote	
Note: Covers any exceptions not outlined in Section 4: Service Operations		Custom Quote	Custom Quote	
Repair (requires more than Light Repair activities)	Per Item	Custom Quote	Custom Quote	
Manual rotation of Images during Quality Assurance (QA)	Per Image	Custom Quote	Custom Quote	

Capture and Content Services Statement of Work



**IMPORTANT — You must read these instructions when configuring the SOW, and prior to Customer presentation of the Statement of Work! Remove these instruction pages from this SOW before Customer presentation.**

**NOTE: THIS SOW IS NOT INTENDED FOR USE IN CAP DEALS. This SOW must be written under its own extension under the Agreement.**

This SOW describes the scope and scale of the operational Capture and Content Services (C&CS) that we provide to our Customers. It describes what Xerox and the Customer will do to implement and enable ongoing operations. This SOW should be completed by the appropriate personnel working with the Business Development Director (BDD), Capture and Content Services Consultants (CCSC), Client Manager (CM), or appropriate personnel. The SOW should be reviewed with the Services Delivery Manager (SDM), Delivery Consultant (DC), and SOW Negotiation Manager (if applicable).

The language used in this SOW has been carefully written to describe Xerox and Customer responsibilities for C&CS. Editing of text is to be avoided if at all possible. Text that is added, deleted, or changed must be reviewed and agreed to by the appropriate parties (SOW Negotiation Manager (if applicable), BDD, CCSC, local Services Delivery, and finance) for:

1. Xerox's ability to operationally deliver the service as described, considering operational risks
2. Xerox's ability to deliver the expected financial performance in light of the changes.

In addition, Accounting will review SOW's for **signings incentives**, service level agreement credits, etc. **Requests to pre-review SOW changes should be sent to the XBS Language Pre Review email box at: (XBSLanguagePreReview@xerox.com)** prior to SOW submission to Customer.

**Blue denotes instructions that must be adhered to when editing the document, the text should either be updated per instructions or removed prior to submission to Customer.**

Red Text indicates areas that need to be updated or customized per engagement. Fill in this area with appropriate items and change text to black.

**Note:** Highlights in a header means the entire section below the header has the same context as the highlight

**Note:** This SOW must be attached to a "signed" Order. The Customer cannot just sign the SOW, if you add a "Signature" section to this SOW. A signed Order is required that has charges and references this SOW.

**Remove these instruction pages from this SOW before Customer presentation.**

Capture and Content Services Statement of Work



**Account Team: Title Page**

If your C&CS SOW is supporting an HRA solution, insert "FOR HEALTH RECORDS AUTOMATION (HRA)" below CAPTURE AND CONTENT SERVICES and align it to the center

If your C&CS SOW is supporting a Digital Mail Light solution, insert "FOR DIGITAL MAIL" below CAPTURE AND CONTENT SERVICES and align it to the center

If your C&CS SOW is supporting an Accounts Payable Light solution, insert "FOR ACCOUNTS PAYABLE" below CAPTURE AND CONTENT SERVICES and align it to the center

# CAPTURE AND CONTENT SERVICES

## STATEMENT OF WORK

FOR

**[CUSTOMER NAME GOES HERE]**

Xerox Services Contract Number

xxxxxxx-xxx

DRAFT

SOW Version Date

xx/xx/xxxx

Capture and Content Services Statement of Work



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# 1 DESCRIPTION OF SERVICES

## 1.1 Executive Summary

This Statement of Work ("SOW") is made by and between Xerox Corporation ("Xerox") and [Customer name] ("Customer") which shall collectively be known as the "Parties" pursuant to the terms and conditions in Xerox Contract Number [insert 7-digit Contract #] ("Agreement") the Parties.

## 1.2 Objectives

This SOW presents the description of Capture and Content Services ("Services") that Xerox shall provide to the Customer for Scanning and digitization services. The Agreement is the governing document, and this SOW describes the Customer's requirements for this project. This SOW may only be changed via the Change Control Process.

## 1.3 Key Dates

- The effective date of this SOW shall be the effective date of the Order to which this SOW is attached ("Effective Date")
- The Term of this SOW is the term of the Order (# of months) to which this SOW is attached, including any extensions thereto as mutually agreed upon by the Parties. The Term shall commence upon the activation of Services
- Xerox shall notify Customer in writing of the completion of the activation of Services and the Charges in the applicable Order and the SOW shall begin being invoiced
- SLAs shall become effective upon the completion of the activation of Services

Customer has identified Documents that require Capture and Content Services (C&CS). Capture and Content Services (C&CS) simplifies the process path, from Document Capture, Scanning, Data Extraction and Indexing, Quality Assurance, Exception Request Handling, Data Delivery, and Archiving. All Image and metadata files, if applicable, shall be delivered to the Customer via an Electronic Document Management System (EDMS).

Xerox agrees to provide the Capture and Content Services during Business Days/Hours at the designated C&CS Facilities as outlined in this SOW. During the development of this Statement of Work, the Customer has provided Xerox with a complete list of any rules and/or requirements related to all aspects of the Services (e.g.: Document preparation, Scanning, etc.) which have formed the basis of the assumptions of the Services described herein. If any requirements as described above are not specifically called out in the Services described within this Statement of Work, then those requirements are considered out-of-scope but can be added to the Services via the Change Control Process.

## 1.4 In-Scope Summary of Services

**Account Team: In-Scope Summary of Services**

If any of the Services outlined below take place On-Site, Customer **must** provide C&CS Facility security training

Note: For Accounts Payable Light (AP) opportunities, the default selection is "Off-Site". Exception approval is required if Customer is requiring/requesting On-Site. Engage the Solution Architect (SA) to escalate the request.

For Accounts Payable (Light), Electronic Document Submission – SFTP is not available, you must select "No" and select "Yes" to Electronic Document Submission – Email

C&CS Overview	On-Site	Off-Site
<b>Services</b>		
Document Capture	[Yes or No, default is No]	[Yes or No, default is Yes]
Electronic Document Submission – Secure File Transfer Protocol ("SFTP")	[Yes or No, default is No]	[Yes or No, default is No]
Electronic Document Submission – Email	[Yes or No, default is No]	[Yes or No, default is No]
Electronic Document Submission – Xerox® Capture and Content App	[Yes or No, default is No]	[Yes or No, default is No]
Scanning	[Yes or No, default is No]	[Yes or No, default is Yes]

Capture and Content Services Statement of Work



C&CS Overview	On-Site	Off-Site
Indexing	[Yes or No, default is No]	[Yes or No, default is Yes]
Scanning and Indexing Quality Control	[Yes or No, default is No]	[Yes or No, default is Yes]
Data Export and Release	[Yes or No, default is No]	[Yes or No, default is Yes]
Original Document Disposition	[Yes or No, default is No]	[Yes or No, default is Yes]
Service Request and Incident Management	[Yes or No, default is no]	[Yes or No, default is Yes]
<b>C&amp;CS Facility</b>		
Customer to provide C&CS Facility security training to Xerox in order access the Customer designated Site and provide the Services	Yes	No
Responsible for C&CS Facility security	Customer	Xerox

1.5 C&CS Facility and Document Storage Locations

The C&CS Facility address where the Services, unless otherwise outlined above, shall take place and the address of where the original Documents shall be stored, are as follows:

Location Name	Address	City	State	Zip Code
<b>C&amp;CS Facility</b>				
<b>Document Storage</b>				

1.5.1.1 C&CS Facility Security

The C&CS Facility shall maintain administrative, technical and physical safeguards designed to protect against threats or hazards: (a) to the privacy, confidentiality or integrity of information; (b) from unauthorized or unauthenticated access to information; and (c) from unauthorized disclosure, destruction, loss or alteration of information. The C&CS Facility shall be in a secure area with restricted access to a limited set of Xerox personnel.

## 2 DEFINITIONS

### Account Team: Definitions

If SLAs are not In-Scope to this SOW, delete the definition "Service Level Agreements (SLA)" and other references to SLAs throughout this SOW.

Terms defined in the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly defined below or elsewhere within this SOW.

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

**Box** – A container that contains no more than two (2) cubic feet with a maximum capacity of 3,000 Pages.

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

**C&CS** – Capture and Content Services.

**C&CS Facility** – The location where Xerox shall conduct the Scanning services.

**Capture and Content Services Dashboard** – A Xerox hosted website that provides Scanning analytics.

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

**Cherished Documents** – Documents classified by Customer as containing Personal Data or other information that requires special handling according to Customer requirements (i.e., identification and subsequent return to Customer).

**Comma Separated Value (or "CSV")** – Comma separated values which is a data format that specifies how Xerox and/or Customer shall receive metadata.

**CRT** – Customer Requirements-based Testing.

**Currency** – A system of money in general use in a particular country.

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

**Document** – A Customer provided piece of written or printed matter, that is considered In-Scope. Documents may include one (1) or more Pages and are outlined in Exhibit A: Services Scope Assumptions.

**Dots per Inch (or "DPI")** – Dots per Inch details the level of Scanned Image quality.

**Electronic Document Management System (or "EDMS")** – A software system for organizing and storing different kinds of electronic files (i.e. Images, etc.)

**Electronic Document Submission** – The process of obtaining and importing files and/or Images into the Xerox Tools.

**Email** – Messages distributed by electronic means from one (1) computer user to one (1) or more recipients via a network including attachments.

**End User** – Customer employees or any other individuals identified by the Customer as being authorized to receive Scanned Images and associated metadata from Xerox.

**Flatbed Scanning** – A Document that cannot be Scanned using a high speed scanner for any reason (i.e., damaged documents, using the high speed scanner would damage the original Document, Documents that cannot be removed from a book or binding as designated by Customer, books or require hand to glass, thermal paper, etc.)

**Good Quality Image(s)** – Images where the original(s) are found to be of sufficient quality to produce a serviceable quality on-screen Image. See Exhibit D: Good Quality Image Review Requirements.

**Grayscale** – A range of gray shades from white to black, as used in a monochrome display or printout.

**Image (or "Image File")** – The electronic rendering of a single side of a Page.

**Image Output** – The export of an Image out of the Scanning system ready for transfer to the Customer.



## Capture and Content Services Statement of Work



- Incremental Monthly Volume** – The monthly transaction volume that exceeds the Minimum Monthly Volume.
- Index(ing)** – The capture of metadata and its assignment to an Image so that it can be searched on and found in the future.
- In-Scope** – Documents which have been agreed to receive the Services provided by Xerox under this SOW.
- Light Repair** – Where Xerox shall apply effort (no more than five (5) seconds) to fix a Document to allow it to be Scanned on the bulk scanner. This may include applying sticky tape to fix a small tear which does not render the Document in two (2) parts.
- Long Format Document** – A Customer provided piece of written or printed matter that is longer than a Document as defined in this section and is considered In-Scope.
- Manifest** – A listing of all Boxes, contained in a delivery to the C&CS Facility, by unique identifier (i.e., pallet number and/or box number) and accurately detailing the contents of each Box.
- Master Data** – Structured list of data that enables validating Indexing content.
- Minimum Monthly Volume** – The monthly baseline transaction volume that shall incur charges on a monthly basis.
- Negotiable Document(s)** – A signed document that promises a sum of payment to a specified person or the assignee.
- Non-Simple Bindings** – Bindings found connected/attached to Documents (e.g., folder, plastic wallet, etc.), types of permanent binding that require specialist removal (i.e., glue-bound Documents), bindings requiring removal by guillotine, or where Xerox is not able to remove a binding due to the potential compromise of the Document's integrity.
- Page** – The physical single sheet of paper. A Page generates two (2) digitized Images, the front, and the back of a Page.
- PDF** – Portable Document Format.
- Poor Quality** – Documents that are not found to be of sufficient quality to produce a serviceable quality on-screen Image.
- Post Office Box (or "PO Box")** – A box at a post office where mail is delivered.
- Production Environment** – IT and operational systems that undertake the live processing of Customer work.
- Project Plan** – Xerox and Customer shall develop this operational document containing the specific activities and schedules to be conducted and followed in accordance with the terms of this SOW.
- Rescan (or "Rescanning" or "Rescanned")** – To Scan again.
- Retrieval** – The retrieval of hard copy Document(s) upon request by Customer.
- Scan (or "Scanning" or "Scanned")** – The digitization of a piece of Paper into an electronic Image.
- Services** – The combination of software, technology, people, and processes provided to digitize all Documents as defined in this SOW.
- Service Incident(s)** – An individual occurrence or event that requires Xerox and/or Customer approval.
- Service Incident Management** – The management of Service Incidents from the point of request to resolution including, tracking the status of Service Incidents, and reporting on Service performance levels as set forth in this SOW.
- Service Level Agreement (or "SLA")** – Performance standards and the associated metrics used to measure Xerox's achievement of Service performance levels.
- Service Request** – A request from Customer's authorized representative that initiates a service action which has been agreed as a normal part of Service delivery as detailed within this SOW.
- Simple Binding(s)** – Bindings found connected/attached to Documents. (e.g., staples, paper clips, plastic sleeves, elastic bands, Document clips.)
- On-Site** – That which takes place, or is situated, at a Site.
- Site** – Customer or eligible affiliate location.
- Staging Environment** – IT and operational systems used to develop and test the systems and processes prior to code/configurations/processes being promoted to the Production Environment and ready for live processing.
- TIF (or "TIFF")** – Tag Image File or Tag Image File Format.
- Transition** – A period of time required to design, procure, build and test the solution for the Services.

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**Wide Format Document** – A Customer provided piece of written or printed matter that is wider than a Document as defined in Exhibit A: Services Scope Assumptions and is considered In-Scope.

**XML** – Extensible Mark-up Language.



### 3 TRANSITION

#### 3.1 Project Management

ID	Activity	Accountable
1.	The Parties shall each provision a Project Manager to deliver the Services and be the main points of contact for coordination of appropriate resources throughout Transition, or until an agreed upon time during Transition.	Xerox and Customer
2.	Provision of other resources to work with Xerox to ensure that the Services and processes shall be enabled during Transition	Customer
3.	Develop the Project Plan based on the assumptions in Exhibit A: Services Scope Assumptions	Xerox and Customer
4.	Provide final Project Plan to Customer. This plan shall detail the timeline, obligations of the Parties and activities	Xerox
5.	Execute the Project Plan activities as defined	Xerox and Customer
6.	Conduct Transition project review meetings Such meetings shall include: <ul style="list-style-type: none"> <li>- Status on roll-out plan</li> <li>- Status on action and issues logged</li> <li>- Decisions that need to be made</li> <li>- Risks assessed</li> <li>- Communication plan and any other relevant subjects</li> </ul>	Xerox and Customer
7.	Attend regular Transition project review meetings	Xerox and Customer
8.	Communicate to Customer the Service Request processes	Xerox
9.	Provide escalation protocol detailing contact names and escalation flow	Customer

#### 3.2 Xerox Tools

The appropriate Xerox Tools shall be selected, implemented, and administered solely by Xerox for the delivery of the Services. Xerox shall host some Xerox Tools in a secure off-Site environment which shall communicate directly with the On-Site Xerox Tools when deployed within the Customer's network. All Xerox Tools shall be remotely accessible by Xerox personnel. The On-Site Xerox Tools must be accessible via the Customer network and the internet.

Xerox Tools Server(s)	Accountable
Hardware and network administration by	[Xerox or Customer]
Provide ongoing server maintenance and backup	[Xerox or Customer]
Provide and maintain data backup	[Xerox or Customer]

##### 3.2.1 Hosted Xerox Tools Deployment

Where appropriate, portions of the Xerox Tools shall be hosted for the delivery of the Services.

ID	Activity	Accountable
1.	Implement and configure Xerox Tools to be hosted	Xerox
2.	Provide Xerox the list of End Users to be granted log in credentials to access the Xerox Tools	Customer

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ID	Activity	Accountable
3.	Provide Customer appropriate End User login credentials to the Xerox Tools <b>Note:</b> See Exhibit A: Services Scope Assumptions for the number of End User logins supported	Xerox

### 3.2.2 On-Site Xerox Tools Deployment

Where required, portions of the Xerox Tools shall be deployed On-Site for the delivery of the Services.

ID	Activity	Accountable
1.	Provide required Xerox Tools software and hardware, server, database, network, and firewall specifications to Customer IT group	Xerox
2.	Assist in the implementation of the Xerox On-Site Tools by providing required network information such as the appropriate server access credentials, and other required data and settings as provided by Xerox	Customer
3.	Provide Xerox with administrative rights to the server during the implementation of the Xerox Tools and during Xerox Tools maintenance (if applicable)	Customer
4.	Install and configure the appropriate portions of the On-Site Xerox Tools	Xerox
5.	Perform application data backup test	Customer
6.	Support application data backup test	Xerox

### 3.2.3 Xerox Tools Update(s)

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

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

### 3.2.4 Backup and Support for On-Site Xerox Tools Servers

ID	Activity	Accountable
1.	Provide advance notification to Xerox of all maintenance and upgrades to any Customer Software and third party software that may affect the proper operation of Xerox Tools	Customer
2.	Back up all Customer Software applications installed on the servers hosting the Xerox Tools and MS SQL on at least a monthly basis	Customer
3.	Back up all databases associated with the Xerox Tools	Customer

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ID	Activity	Accountable
	Conduct daily incremental and (weekly or monthly) full backups of all data tables and data associated with the Xerox Tools database installation on MS SQL Server. Verify that backups can be read and installed	
4.	Conduct application and service monitoring (with notifications to Xerox) for Xerox defined applications and services	Customer
5.	Hardware and system software maintenance of servers hosting the On-Site Xerox Tools or Xerox Tools data on the Customer network	Customer
6.	Provide appropriate and sufficient virus protection for the servers hosting the On-Site Xerox Tools or Xerox Tools data on the Customer network	Customer

**Account Team: Engage Xerox Legal (OGC)**

The following paragraph is a requirement by Xerox for C&CS SOW's. If the Customer requests changes and/or deletions to this language, engage your applicable Xerox legal representative supporting your opportunity

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

**3.2.5 Electronic Document Submission**

ID	Activity	Accountable
1.	Establish an inbound (Customer to Xerox) SFTP site (separate from EDMS) (if applicable)	Xerox
2.	Establish inbound Email address(es) (if applicable)	Xerox
3.	Enable Xerox® Capture and Content App integration (if applicable)	Xerox
4.	Provide electronic access, including access rights, to the Xerox provided inbound SFTP site to Customer	Xerox
5.	Provide the rules for file submission, including file structure and directory structure specification for the submission	Xerox

**Account Team: Xerox® Capture and Content App**

Delete 3.2.5.1 Xerox® Capture and Content App content if it is not part of the scope of the C&CS Solution.

**3.2.5.1 Xerox® Capture and Content App**

Xerox® Capture and Content App provides the ability to Scan Documents from multi-function printers (print, copy, scan, fax) (MFPs) into the EDMS. End Users may submit Documents from Xerox® Capture and Content App Authorized Equipment (Xerox® VersaLink® and AltaLink® MFPs) registered by Xerox under the C&CS SOW.

The following are requirements to enable Xerox® Capture and Content App to be configured on Xerox® Capture and Content App Authorized Equipment:

- Xerox® Capture and Content App Authorized Equipment must support the Xerox® Extensible Interface Platform® (EIP) (or Base Software) version 3.5 or higher. Xerox® Extensible Interface Platform® (EIP) (or Base Software) update deployment may incur additional charges.
- Customer must configure the Xerox® Capture and Content App Authorized Equipment multi-function printers (MFPs) (print, copy, scan, fax) to:

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- o Allow the Xerox® Capture and Content App to be installed
- o Enable SNMP Web Services setting

Enable and configure the proxy setting, if the Xerox® Capture and Content App Authorized Equipment is on a network that uses a proxy to access the internet.

ID	Activity	Accountable
1.	Identify and provide make, models, serial numbers, and physical address of the Xerox® Capture and Content App Authorized Equipment on which the Xerox® Capture and Content App is to be deployed	Customer
2.	Remotely deploy the Xerox® Capture and Content App  Note: Customer must allow remote access by Xerox to the Xerox® Capture and Content App Authorized Equipment	Xerox
3.	Submit test Documents via the Xerox® Capture and Content App for CRT	Customer
4.	Upon completion of CRT, submit Documents via the Xerox® Capture and Content App	Customer
5.	Update and maintain Xerox® Capture and Content App Authorized Equipment during Service Operations	Xerox and Customer

**3.2.6 Capture and Content Services Dashboard (Reporting)**

The Capture and Content Services Dashboard (“**C&CS Dashboard**”) provides End Users with convenient and simple-to-use access to Scanning analytics. The C&CS Dashboard displays the raw data that is collected during the Scanning process. Such raw data may not align with reports and invoices provided to Customer.

ID	Activity	Accountable
1.	Configure Xerox hosted C&CS Dashboard	Xerox

**3.2.6.1 Capture and Content Services Dashboard Terms of Use:**

Access to the C&CS Dashboard is via username and password. Customer shall: (a) advise Xerox as soon as reasonably practicable of any known or reasonably suspected unauthorized use of any password or account on the C&CS Dashboard or any other known or reasonably suspected breach of security; (b) use commercially reasonable efforts to ensure that Customer’s use of the C&CS Dashboard shall at all times comply with all applicable laws.

**3.2.6.2 Capture and Content Services Dashboard General Assumptions****Account Team: Capture and Content Service Dashboard Terms of Use**

If including additional languages, beyond the standard for the applicable country/countries, to be supported by the C&CS Dashboard, ensure applicable costs are included in the Business Case. Delivery has approved and update the paragraph below to include the languages to be supported

Any Scanning volumes displayed in the C&CS Dashboard are raw Scanning volumes and not invoiced Scanning volumes. The C&CS Dashboard is implemented to display information commonly to all End Users in English. Requests for additional languages may be quoted upon request and documented via the Change Control Process.

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## 3.2.7 Electronic Document Availability

**Account Team: Electronic Document Availability**

If ID #1 is Customer, keep ID #1, #2, #3, and #4, delete the "Note" regarding the EDMS Schedule in ID #1

If ID #1 is Xerox, delete ID #2 and #3, and attach the applicable EDMS Schedule to the C&CS SOW

ID	Activity	Accountable
1.	Establish the EDMS for which the data shall be imported into  Note: See the EDMS Schedule attached to this SOW	[Xerox or Customer]
2.	Provide electronic access, including access rights, to Customer's SFTP site to Xerox (if applicable)	Customer
3.	Provide folder for Xerox to import Image Files (data), sub-folders, if applicable	Customer
4.	Place all Image Files (i.e., PDF, TIF, etc.) and associated metadata (if applicable) into the EDMS  Note: Utilize the file naming convention in accordance with Exhibit A: Services Scope Assumptions.	Xerox

## 3.3 Customer Requirements-based Testing (CRT)

ID	Activity	Accountable
1.	Develop a Project Plan for the Customer Requirements-based Testing (CRT)	Xerox and Customer
2.	Provide Xerox with a representative sample set of Documents for CRT. This representative sample set shall cover all Document Process Types that Xerox shall be responsible for Scanning  Note: This representative sample shall act as the baseline for any future Document quality and / or Image quality related queries between the Parties  Note: Additional charges may apply, and shall be documented via the Change Control Process, if Customer submits to Xerox additional Document and/or Document Process Types, as part of the original CRT representative sample set documented in this SOW	Customer
3.	Retain Customer provided CRT documents resulting from testing	Xerox
4.	Conduct CRT on representative samples of the source material as provided by the Customer against parameters and specifications of this SOW	Xerox
5.	Present results of CRT to Customer	Xerox
6.	Agrees to CRT completion and signs off on migration from the Staging Environment to the Production Environment	Customer

## 3.3.1 Customer Requirements-based Testing (CRT) Acceptance Criteria

Xerox shall submit an Acceptance Signoff document to Customer for review and approval (signature) at the completion of CRT for each Document Process Type. Acceptance of the completion of CRT for each Document Process Type shall be acknowledged by the signature of an Acceptance Signoff document by the Customer. The Acceptance Signoff document

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shall be considered approved if Customer has not responded to the request for signature of the Acceptance Signoff document within ten (10) Business Days.

3.4 Change Management

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

ID	Activity	Accountable
1.	Advise Customer in support of Customer's change management efforts	Xerox
2.	Develop and produce content and distribution methods of all communications	Customer

3.5 Transition Delay

**Account Team: Transition Delay**

If SLAs are not In-Scope to the scope of this SOW, delete "or the SLAs" in first sentence of the first paragraph below

Change [insert timeframe] to align with the scope, timeline, and identified risks associated with the scope of this SOW. An example of the format is as follows: two (2) months, or thirty (30) days, or two (2) weeks, etc.

Any other changes to the language in the Transition Delay section required written approval of the responsible Delivery Controller and VP of Delivery Operations

Xerox shall not be liable for failure to meet the Project Plan or the SLAs where Xerox is unable to establish the Services aligned to the assumptions in Exhibit A: Services Scope Assumptions, due to a Customer Caused Delay. A Customer Caused Delay may result in Transition Delay charges as listed in the Section 6 Pricing.

If there is more than a [insert timeframe] delay in the Transition Project Plan due to a Customer Caused Delay, the Parties agree to revise the Project Plan. Transition Delay charges, if applicable, shall be processed via a change control document agreed to by the Parties in writing. Customer acceptance of the change control document shall not be unreasonably withheld.



## 4 SERVICE OPERATIONS

### 4.1 Governance and Performance

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

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

#### 4.1.1 Operational Reviews

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

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

#### 4.1.2 Quarterly Business Reviews

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

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

### 4.2 Document Capture

#### Account Team: Document Transportation and Receipt

If you change ID #2 you must change ID #4 to match

#### 4.2.1 Document Transportation and Receipt

ID	Activity	Accountable
1.	Schedule delivery, collection points, shipment sizes, and all other transportation related matters	Xerox and Customer
2.	Responsible and liable for the logistics handling and transportation of all Documents to and from the C&CS Facility, including all associated costs  Note: When providing Documents to Xerox for Scanning, provide a Manifest, in a similar format to the table below, that includes a detailed accounting of the Boxes	Customer

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ID	Activity	Accountable
	Note: If transporting multiple Boxes, said Boxes shall be shrink-wrapped and securely loaded onto pallets, prior to transportation to the C&CS Facility	
3.	Reconcile the delivery against the Manifest and notify Customer of any discrepancies (if applicable)	Xerox
4.	Resolve discrepancies between the delivery and the Manifest (if applicable)	Customer

An example of the Manifest format is provided below, for illustrative purposes only:

**Manifest Assumptions (Example)**

e.g: Pallet Number	e.g: Box Number	e.g: Document Process Type	e.g: Reference Number	e.g: Date
e.g: 12	e.g: 365	e.g: Invoice	e.g: INV000098	e.g: 05262018

**4.2.2 Mail Transportation and Receipt**

ID	Activity	Accountable
1.	Establish PO Boxes for the C&CS Facility  Note: Customer shall be responsible for any applicable PO Box charges.	Customer
2.	Assist Customer with establishing dedicated PO Boxes for the C&CS Facility	Xerox
3.	Work with the applicable postal mail service to redirect 'day-forward' physical postal deliveries to dedicated PO Boxes for the C&CS Facility	Customer

**4.2.3 Electronic Document Submission**

ID	Activity	Accountable
1.	Submit electronic Documents to Xerox utilizing the inbound (Customer to Xerox) SFTP site (separate from EDMS), Xerox® Capture and Content App (where applicable), and/or Email address to required specification as provided by Xerox	Customer

**4.2.4 Document Preparation****Account Team: Document Preparation**

Update/edit the bulleted list of examples in ID #1 based on the scope of the solution for your customer.

ID	Activity	Accountable
1.	If requested by Customer, perform verification step on Documents to be Scanned that is applicable to the context of the Scanning activity. Additional charges may apply and shall be documented via the Change Control Process.  Examples: <ul style="list-style-type: none"> <li>- Document to be Scanned is the Customer's invoice</li> <li>- Document to be Scanned is a Customer patient record</li> </ul> Note: See Exhibit F: Standard Document Preparation Activities.	Xerox

## Capture and Content Services Statement of Work



ID	Activity	Accountable
2.	If requested by Customer, remove any Documents that are not required to be Scanned.  Note: Additional charges may apply and shall be documented via the Change Control Process	Xerox
3.	Remove Simple Bindings from the hardcopy Documents	Xerox
4.	Remove Non-Simple Bindings  Note: Additional charges may apply and shall be documented via the Change Control Process.  Note: Where Xerox is not able to remove a binding due to the potential compromise of the Document integrity then it shall be raised to the Customer as an exception through the Service Request Management process.  Note: Xerox shall photocopy any folder/plastic wallet/etc. found within the Document container (i.e., file/folder/ envelope) containing information relating to the contents of said Document.	Xerox
5.	Documents contained within envelopes shall be opened and both the Documents and the envelopes shall be scanned	Xerox
6.	Identify and mark Poor Quality Documents or Cherished Documents prior to Scanning	Xerox
7.	Complete Light Repair on Documents	Xerox
8.	Group Documents and submit for Scanning	Xerox

## 4.3 Scanning

## 4.3.1 Document Scan Process

**Account Team: Document Scan Process**

If Customer requests to delete the Note: in ID #1, exception approval is required. The team will need to engage OGC and Service Delivery

ID	Activity	Accountable
1.	Convert Documents into Images  Note: Xerox is not liable for Scanning Documents, provided by Customer to Xerox, which are considered confidential, proprietary and/or other legal determination by Customer or Customer's customer nor actions of Customer stemming from the use of the Image.	Xerox
2.	Apply unique name to each file	Xerox

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ID	Activity	Accountable
3.	<p>Perform automated Image clean up but shall not be adjusted on an Image-by-Image basis. The following automated Image cleanup shall be applied:</p> <ul style="list-style-type: none"> <li>- Auto De-skew</li> <li>- Auto Black Border Removal</li> </ul> <p>Note: Characteristics of Images or quality of the source paper may deteriorate the effectiveness of the automated cleanup tools</p> <p>Note: Manual correction of anomalies may be required, and additional charges may apply and shall be documented via the Change Control Process.</p>	Xerox

## 4.3.2 Currency or Negotiable Documents Scan Process

ID	Activity	Accountable
1.	Log Currency and Negotiable Documents for audit purposes	Xerox
2.	Send Currency and Negotiable Documents to Customer at Customer's expense	Xerox

## 4.4 Indexing

ID	Activity	Accountable
1.	Provide the Master Data format and structure specification	Xerox
2.	Provide upload instructions and rules to Customer	Xerox
3.	Provide Master Data or electronic access (i.e., access to Customer's Active Directory, etc.) of Indexing specifications to Xerox as per the Xerox provided instructions	Customer
4.	Utilize the Exhibit C: Indexing Specifications, Index attribute data	Xerox

## 4.5 Quality Assurance

ID	Activity	Accountable
1.	<p>Provide Image and Indexing quality assurance</p> <ul style="list-style-type: none"> <li>- See Exhibit D: Good Quality Image Review Requirements</li> </ul> <p>Note: Customer is responsible for the quality of the Image where the original Documents received for processing contain faint or illegible information, or where the Document contains information that has not been recorded in either <b>black</b> or <b>blue</b> ink.</p>	Xerox
2.	<p>Recheck Pages where Image quality fails the above review and Rescan</p> <ul style="list-style-type: none"> <li>- If the Image is identified as Poor Quality and optionally marked as best available source, Xerox shall not be required to Rescan</li> </ul>	Xerox

## 4.6 Data Export and Release

ID	Activity	Accountable
1.	Images and associated metadata shall be exported and released into the applicable EDMS	Xerox

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## 4.7 Original Document Disposition

## 4.7.1 Document Storage

ID	Activity	Accountable
1.	Store the hardcopy Documents as outlined in Exhibit A: Services Scope Assumptions  Note: Documents set for destruction shall incur Document storage charges, as outlined in the "Pricing" section below, following Image Availability Period to Customer.	Xerox
2.	Request access to the physical documents.	Customer

## 4.7.2 Document Return

ID	Activity	Accountable
1.	Schedule delivery, collection points, shipment sizes, and all other transportation related matters	Xerox and Customer
2.	Responsible and liable for the logistics handling and transportation of all Documents from the C&CS Facility back to Customer  Note: Customer is responsible for all associated transportation costs.  Note: When returning Documents to Customer, provide a Manifest, in a similar format to the Manifest Assumptions table under Document Transportation and Receipt section, that includes a detailed accounting of the Boxes.  Note: If transporting multiple Boxes, said Boxes shall be shrink-wrapped and securely loaded onto pallets, prior to transportation to Customer.	Xerox
3.	Return hardcopy Documents, per Exhibit A: Services Scope Assumptions, to Customer designated location at the Customer's expense	Xerox
4.	Reconcile the delivery against the Manifest and notify Xerox of any discrepancies	Customer
5.	Resolve discrepancies between the delivery and the Manifest	Xerox

## 4.7.3 Original Document Destruction

ID	Activity	Accountable
1.	All original Documents associated with the applicable Images shall be destroyed upon completion of the Image Availability Period and Email Availability Period	Xerox
2.	Certificate(s) of destruction shall be provided to the Customer upon completion of the destruction process, if requested by Customer	Xerox

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## 4.8 Service Request and Incident Management

## 4.8.1 Service Request Management

ID	Activity	Accountable
1.	Utilizing the Xerox provided process, submit the Service Request to Xerox  Note: Xerox shall reject any Service Requests that do not follow the documented process  Note: All Customer requested Service Requests shall be charged as outlined in the Pricing section unless otherwise quoted	Customer
2.	If Service Requests (which may include but are not limited to Rescan, Expedited Scan and/or original Document Requests) are rejected by Xerox, respond to the Customer by Email, providing the reason for the rejection	Xerox
3.	If desired, request that the rejected Service Request be completed by notifying Xerox	Customer
4.	Complete Service Requests per the processes outlined below	Xerox

## 4.8.1.1 Rescan Requests

ID	Activity	Accountable
1.	Retrieve the physical Document(s)	Xerox
2.	Complete the following activities: <ul style="list-style-type: none"> <li>- Review the quality of the original Document(s), if this is deemed Poor Quality it shall be marked 'Poor Quality Original'</li> <li>- Photocopy the original Document(s) and place the copy of the original Document in place of the original(s) noting the date Rescanned</li> </ul> Note: Xerox shall only be able to Rescan Documents that are not destroyed, returned to Customer or moved to long term storage. Documents in long term storage to be Rescanned shall be charged as outlined in the Pricing section	Xerox
3.	Scan the Document as a Rescan Document Process Type	Xerox
4.	The Xerox shall confirm the new unique identifier and the Rescan date	Xerox

## 4.8.1.2 Expedited Scan Process

ID	Activity	Accountable
1.	Utilizing best effort, process remaining steps in the Document Scan Process	Xerox

## 4.8.1.3 Original Document Request

ID	Activity	Accountable
1.	Retrieve the physical Document(s)	Xerox
2.	Ship original Documents to Customer  Note: Xerox shall only mail original Documents that are in Document storage managed by Xerox	Xerox

## 4.8.1.4 Xerox Tools User Access Request

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ID	Activity	Accountable
1.	Request End User access to Xerox Tools  Note: If request for End User access to Xerox Tools exceeds the number of included End User log in credentials outlined in Exhibit A, additional charges shall apply as outlined in the Pricing section below	Customer
2.	Evaluate request for End User access to Xerox Tools	Xerox
3.	Update and provide Xerox Tools system End User access to Customer, if applicable	Xerox

#### 4.8.2 Service Incident Management

Customer may create a Service Incident via one of the means noted in the Service Request Management section above. If a Service Incident reported to Xerox is identified as an issue that the Customer is responsible for resolving, including without limitation, End User access to Xerox Tools solution (if applicable), passwords to EDMS solution (if applicable) are expired, etc., then the Xerox shall send the Service Incident to the Customer for closure/resolution, along with any available problem identification information that was provided to Xerox.

##### Account Team: Standard Service Elements

Standard Support Hours can be modified if they are different from the Scanning Hours.

**Note:** This is not a central point of contract (i.e. a help desk). The hours of support and language supported are determined/approved by Service Delivery

##### 4.8.2.1 Standard Service Elements

ID	Service Elements	Accountable
1.	<b>Standard Support Hours:</b> Business Hours	Xerox
2.	<b>Language(s) Supported:</b> English. Other languages may be available at additional cost	Xerox

##### 4.8.2.2 Service Incident Process

ID	Activity	Accountable
1.	Customer identifies and initiates a Service Incident utilizing the Xerox provided support process	Customer
2.	Evaluate submitted Service Incident. Where Xerox is responsible, perform resolution activities	Xerox
3.	Notify Customer upon completion of Service Incident resolution	Xerox

## 5 SERVICE LEVEL AGREEMENTS

### 5.1 SLA Metrics

Each Service Level Agreement (SLA) described in this section is the standard against which Xerox's performance shall be measured. The measurement of any SLA under this SOW excludes any out-of-scope services including, but not limited to any Ad Hoc Requests. The SLAs are based on the reasonable achievement of and staying within the specifications outlined in Exhibit A: Services Scope Assumptions. Any metrics shown/outlined in the Xerox Tools, reporting, etc., but not listed in this section, are not considered Service Level Agreements below and simply used as Key Performance Indicators (KPIs). Key Performance Indicators are intended by the Parties to be another set of metrics to measure the performance of the Services outlined under this SOW. However, in no event shall failure to meet SLAs and/or KPIs be considered a breach by Xerox of its obligations under this SOW.

Except as otherwise specified, all references to hours shall be on the Business Days/Hours of the C&CS Facility as outlined in this SOW.

#### Account Team: SLA Metrics

Any changes to the SLAs must be reviewed and approved by Service Delivery.

Document Process Type SLAs are by exception and must be reviewed and approved by Service Delivery. Document Process Type SLAs can only exist in the SLA table if Document Process Type is outlined in the Pricing Section of this SOW.

If Document Process Type is not selected in the Pricing Section, delete the Document Process Type SLA row in the table below

If the Customer requires heavy or time consuming Indexing, consider incremental Business Days to the SLAs below where applicable

#### Capture and Content Services SLAs

Service Level Agreement (SLA)	SLA Measurement Criteria	Service Level Agreement	SLA Attainment
Image Turnaround Time	Percent of Images made available in the EDMS within the SLA monthly  Note: Excludes all specified Document Process Type Image Turn Around Time SLAs (if applicable)	Next Business Day	95%
Image Turnaround Time – [insert Document Process Type X]	Percent of [insert Document Process Type X] Images made available in the EDMS within the SLA monthly	Next Business Day	95%
Index Accuracy	Percent of accurate Index fields within the SLA	Monthly Index Accuracy	98%
Image Quality	Percent of Good Quality Images within the SLA monthly	Image Quality	95%
Rescan Image Turnaround Time	Percent of Rescanned Images made available in the EDMS within the SLA monthly	Three (3) Business Days	95%



## Capture and Content Services Statement of Work



## 5.2 SLA Measurement

Image Turnaround Time	
<b>SLA Definition</b>	The duration in time required to convert a Document to an Image and make the Image available within the EDMS each calendar month. Image Turnaround Time is measured from the time Xerox begins the Scanning process to the time the Document, as converted into an Image, is available in the EDMS. For the purpose of this Service Level, any Document received after 10:00am shall be treated as if it were received on the following Business Day.
<b>Measurement Basis</b>	Basis: The % of Images made available in the EDMS within the SLA performance specification.
<b>Measurement Computation</b>	<p>Image Turnaround Time = % of Images made available within the EDMS within the SLA performance specification for a given calendar month divided by the total number of Scanned Images in that same calendar month.</p> <p>Example: January = 19,876 Images made available in the EDMS within the SLA / 20,000 Scanned Images in the same calendar month = 99.3% achievement</p> <p>Note: Other unplanned outages not included in the computation include, but are not limited to power failure, network failure, virus or other Customer limitation, Force Majeure event, misuse, abuse, operational exceptional event, or Customer-caused failure.</p>
Index Accuracy	
<b>SLA Definition</b>	The percentage of Index fields verified to be accurate in accordance with Exhibit C: Indexing Specifications. Accuracy, for purposes of this Service Level Agreement, means that the Index fields captured by Xerox and delivered to the Customer match the Image from the original Document provided by the Customer.
<b>Measurement Basis</b>	Basis: The % of accurate Index fields made available in the EDMS within the SLA performance specification.
<b>Measurement Computation</b>	<p>Index Accuracy = % of Index fields, without defects, made available in the EDMS within the SLA performance specification for a given calendar month, divided by the total quantity of Index fields made available in the EDMS in that same calendar month. Defects, for the purposes of this Service Level Agreement, means defects within the Index fields identified and reported by Customer and verified and accepted by Xerox.</p> <p>Example: January = 19,876 accurate Index fields made available in the EDMS within the SLA / 20,000 Index fields made available in the EDMS in the same calendar month = 99.3% achievement</p>
Image Quality	
<b>SLA Definition</b>	<p>The number of Scanned Images verified to be correct against the original Document in accordance with the Good Quality Image specification listed below:</p> <ul style="list-style-type: none"> <li>- at the agreed resolution in DPI</li> <li>- uncropped reproduction of the Page</li> <li>- with skew under 10% from the original Document</li> <li>- contrast between text and background consistent with original Document</li> <li>- characters reproduced at the same size/proportion as the original Document</li> <li>- absence of darkened borders at Page edges, except if they are in the original Document</li> <li>- absence of wavy or distorted text, except if they are in the original Document</li> <li>- no missing Pages</li> </ul>

## Capture and Content Services Statement of Work



<b>Measurement Basis</b>	Basis: The % of Scanned Good Quality Images made available in the EDMS within the SLA performance specification.
<b>Measurement Computation</b>	Image Quality = % of Scanned Good Quality Images made available within the EDMS within the SLA performance specification for a given calendar month divided by the total number of Scanned Images made available in the EDMS in that same calendar month. Defects are identified and reported by the Customer and then verified and accepted by Xerox.  Example: January = 19,876 Scanned Good Quality Images made available in the EDMS within the SLA / 20,000 Scanned Images made available in the EDMS in the same calendar month = 99.3% achievement.
<b>Rescan Request Turnaround Time</b>	
<b>SLA Definition</b>	The duration in time required to convert a Document to an Image(s) and make the Image(s) available within the EDMS; starting from the time Xerox receives a Rescan request to the time the Document, as converted into an Image(s), is made available in the EDMS.
<b>Measurement Basis</b>	Basis: The % of Rescanned Images made available in the EDMS within the SLA performance specification.
<b>Measurement Computation</b>	Rescan Request Image Turnaround Time = % of Rescanned Images made available within the EDMS within the SLA performance specification for a given calendar month divided by the total number of Rescanned Images in that same calendar month.  Example: January = 19,876 Rescanned Images made available in the EDMS within the SLA / 20,000 Rescanned Images in the same calendar month = 99.3% achievement.  Note: Other unplanned outages not included in the computation include, but are not limited to power failure, network failure, virus or other Customer limitation, force majeure event, misuse, abuse, operational exceptional event, or Customer-caused failure.

### 5.3 Excusable Events

Achievement of the SLAs as outlined above is based on reasonable achievement and that the total process volume aligns with the assumptions outlined in Exhibit A: Service Scope Assumptions. If any of the following events occur, such events shall be excused from the SLA calculations:

- Customer willful misconduct
- Customer violations of law
- The failure of [insert Customer or Customer's service providers name] (not under contract to Xerox) to deliver its Services in a timely manner, which caused Xerox to not achieve an SLA; for clarity, this excuse for non-performance does not apply if a Xerox contractor or subcontractor caused the non-achievement of an SLA
- Customer's failure to meet any Customer responsibilities as outlined in this SOW
- The total processing volume in a month being one hundred and twenty percent (120%) more than the total number of Expected Monthly Volume of Scanned Images, see Exhibit A: Services Scope Assumptions



## 6 PRICING

### 6.1 Pricing Overview

The charges for various Services (“**Price**” or “**Pricing**”) included in this SOW are detailed in this section and excludes all applicable taxes per the Agreement. Pricing for the Service Charges are set forth in the signed Order to which this SOW is attached and invoiced upon the activation of Services. Transactional, Incremental and Ad Hoc Request charges shall be invoiced as incurred. Pricing is contingent upon the assumptions in Exhibit A: Services Scope Assumptions. Xerox reserves the right to amend the Pricing if the actual volumes/assumptions vary from Exhibit A: Services Scope Assumptions, via the Change Control Process.

### 6.2 Scanning Volume Ramp Up Timeline

Customer shall deliver Documents in line with the Scanning volume ramp up timeline outlined in Exhibit A: Services Scope Assumptions. The Scanning volume ramp up timeline is subject to change based on additional opportunities and/or changes in the assumptions outlined in this SOW and mutually agreed to by the Parties, via the Change Control Process.

### 6.3 Service Charges

#### Account Team: Service Charges

Remove the Setup Charge row in the table below (future option not available currently)

**Note:** If this pricing models is not viable for an opportunity, escalate and engage the Sales and Delivery Controllers for alternate pricing options (if available)

Item	Description	Unit of Measure	Per Unit of Measure Charge
Setup Charge	A one-time setup charge to initiate Services	One-time	See Order to which this SOW is attached
Monthly Service Charge	<p>Ongoing monthly charges for Services; may include a minimum monthly volume as outlined in Section 6.4 below</p> <p>Note: If the actual monthly volume for a given Standard Transactional line item exceeds the Minimum Monthly Volume in a given month, Customer shall be invoiced for the Incremental Monthly Volume as detailed in Section 6-4 below</p> <p>Note: Excludes Standard Transactional, Incremental Transactional, Incremental Processing and Ad Hoc Charges</p>	Monthly	See Order to which this SOW is attached



6.4 Standard Transactional Charges

**Account Team: Standard Transactional Charges**

Select Scenario #1, #2, or #3 and delete the other two (including their applicable examples) and the Table headers for "Scenario "X" as well.

Insert the prices and minimum monthly volume number from the Evaluation Tool.

If no Minimum Monthly Volume is included within the Monthly Service Charge, insert "zero (0)" in the Minimum Monthly Volume.

Scenario #1

Item	Unit of Measure (UOM)	Charge per UOM above Minimum Monthly Volume	Minimum Monthly Volume
Scanned Images	Per Image	[insert price]	[insert volume]
Scanned Images – Flatbed Scanning	Per Image	[insert price]	[insert volume]
Ingested Images (e.g., inbound Email)	Per Image	[insert price]	[insert volume]

Standard Transaction Charges Calculation Example

Scan activity using the table above would be calculated as following:

- 1 When over the Minimum Monthly Volume:
  - a. (Scanned Images Charge per UOM) x (Incremental Monthly Volume)

Scenario #2

**Account Team: Standard Transactional Charges – Scenario #2**

If you are proposing Scenario #2 with an Accounts Payable solution, delete the following rows in the table below as they are not supported under an Accounts Payable solution:

Scanned Images – Wide Format Documents – Black and White

Scanned Images – Wide Format Documents – Color / Grayscale

Scanned Images – Long Format Documents – Black and White

Scanned Images – Long Format Documents – Color / Grayscale

Item	Unit of Measure (UOM)	Charge per UOM above Minimum Monthly Volume	Minimum Monthly Volume
Scanned Images – Black and White	Per Image	[insert price]	[insert volume]
Scanned Images – Color / Grayscale	Per Image	[insert price]	[insert volume]
Scanned Images – Wide Format Documents – Black and White	Per Image	[insert price]	[insert volume]

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Item	Unit of Measure (UOM)	Charge per UOM above Minimum Monthly Volume	Minimum Monthly Volume
Scanned Images – Wide Format Documents – Color / Grayscale	Per Image	[insert price]	[insert volume]
Scanned Images – Long Format Documents – Black and White	Per Image	[insert price]	[insert volume]
Scanned Images – Long Format Documents – Color / Grayscale	Per Image	[insert price]	[insert volume]
Scanned Images – Flatbed Scanning	Per Image	[insert price]	[insert volume]
Ingested Images (e.g., inbound Email)	Per Image	[insert price]	[insert volume]

**Standard Transaction Charges Calculation Example**

Scan activity using the table above would be calculated as following:

- 1 When over the Minimum Monthly Volume
  - a. (Scanned Images Charge – Black and White Charge per UOM) x (Incremental Monthly Volume)

**Scenario #3**

**Account Team: Standard Transactional Charges – Scenario 3**

If the proposed pricing solution requires fewer than 4 Document Process Types, delete the rows as necessary.

If the proposed solution requires more than 4 Document Process Types, add additional rows

Document Type examples are: Invoice Profile 1, Claim, Contract, etc.

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Item	Document Type	Unit of Measure (UOM)	Charge per UOM above Minimum Monthly Volume	Minimum Monthly Volume
Document Process Type 1	Generic	Per Document	[insert price]	[insert volume]
Document Process Type 2	[Insert Type]	Per Document	[insert price]	[insert volume]
Document Process Type 3	[Insert Type]	Per Document	[insert price]	[insert volume]
Document Process Type 4	[Insert Type]	Per Document	[insert price]	[insert volume]
Box Scanning		Per Box	[insert price]	[insert volume]

**Standard Charges Calculation Example**

Scan activity using the table above would be calculated as following

- 1 When over the Minimum Monthly Volume:
  - a. (Document Process Type 1 Charge per UOM) x (Incremental Monthly Volume)

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6.5 Incremental Transactional Charges

**Account Team: Incremental Transactional Charges**

Delete rows that do not apply to your proposed solution. You must have an Index Charge for each Document Type listed in Exhibit A: Services Scope Assumptions

If Scenario #3 includes a Document Process Type for Cherished Document Handling and/or Currency or Negotiable Documents Charge, including Checks, then delete those rows in the table below.

If, under Exhibit A: Services Scope Assumptions, Processing, Required to count hardcopy Pages is "no", delete/remove the "Count hardcopy Pages" row from the table

Note: The charges listed in the table below are incremental to the charges in the table above.

Item	Unit of Measure	Per Unit of Measure Charge
Cherished Document Handling Charge	Per Document	[insert price]
Currency or Negotiable Documents Handling Charge, including Checks	Per Document	[insert price]
Expedited Scan Charge	Per Image	[insert price]
Document Retrieval Charge	Per Document	[insert price]
<del>Rescans (excludes Document Retrieval charges)</del>	Per Image	See the applicable charge in Section 6.4 Standard Transactional Charges
Incremental End User Access Request	Per End User	[insert price]
Non-Simple Binding Removal	Per bind	[insert price]
Document Storage – On-Site at C&CS Facility (following Image Availability Period)	Per Box per month	[insert price]
Document Storage – Off-Site from C&CS Facility (following Image Availability Period)	Per Box per month	[insert price]
Document Destruction	Per Box	[insert price]
Manually count hardcopy Pages before Scanning	Per Page	[insert price]
Document Refile	Per Document	[insert price]
Exception handling fee	Per Exception	[insert price]
Note: Covers any exceptions not outlined in Section 4: Service Operations		
Repair (requires more than Light Repair activities)	Per Item	[insert price]
Manual rotation of Images during Quality Assurance (QA)	Per Image	[insert price]

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**Incremental Transaction Charges Calculation Example**

Activity using the table above would be calculated as following:

Note: Sample Document charges calculation assumes a single Document of a single Image and is a Cherished Document that the Customer has requested, for their own purposes, a Rescan.

- 1 Original Scan of the example above would be calculated as:
  - a. Per Image = (Standard Transactional Charges as calculated in Section 6.4 above) + (Cherished Document Handling Charge)

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- 2 Customer requested Rescan of the example above, when each of the individual activities are re-performed, they would be calculated as:
  - a. (Document Retrieval Charge) + (Standard Transactional Charges as calculated in Section 6.4 above) + (Cherished Document Handling Charge)

6.6 Incremental Processing Charges

**Account Team: Incremental Processing Charges**  
 The Document Types are found in the Evaluation Tool

Item	Document Type	Unit of Measure	Per Unit of Measure Charge
Index Charge – Document Process Type 1	Generic	Per Document	[insert price]
Index Charge – Document Process Type 2	[Insert Type]	Per Document	[insert price]
Index Charge – Document Process Type 3	[Insert Type]	Per Document	[insert price]
Index Charge – Document Process Type 4	[Insert Type]	Per Document	[insert price]
Optical Character Recognition (OCR) - Searchable PDF		Per Image	[insert price]

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Incremental Processing Charges Calculation Example

Activity using the table above would be calculated as following: sample Document charges calculation assumes a single Document of a single Image and is a Cherished Document that the Customer has requested, for their own purposes, a Rescan. This Document is a Document Process Type 1 and also includes an Index Charge.

- 1 Original Scan of the example above would be calculated as:
  - a. Per Image = (Standard Transaction Charges as calculated in Section 6.4 above) + (Cherished Document Handling Charge) + (Index Charge – Document Process Type 1)
- 2 Customer requested Rescan of the example above, when each of the individual activities are re-performed, they would be calculated as:
  - a. (Document Retrieval Charge) + (Standard Transaction Charges as calculated in Section 6.4 above) + (Cherished Document Handling Charge) + (Index Charge – Document Process Type 1)

6.7 Ad Hoc Request Charges

**Account Team: Ad Hoc Request Charges**  
 If the Evaluation Tool does not provide a Per Unit of Measure Charge for an item below, the Solution Architect shall identify the cost and assist in pricing.  
 If a solution doesn't require a line item in the table below, delete it. If additional line items are required, add to the list below, then engage the Solution Architect for escalation and exception approval.

Ad Hoc Request charges shall be applicable for the following Services.

- The following Ad Hoc Request activities, but not limited to, are chargeable events and are not included in the Services outlined in this SOW based on the then Xerox current rates.

Item	Unit of Measure (UOM)	Per Unit of Measure Charge
Pickup	Per Shipment from agreed location	Quoted upon per Request
Shipment to Customer	Per Shipment to agreed location	Quoted upon per Request
Images delivered via removable media	Per removable media	Quoted upon per Request

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Item	Unit of Measure (UOM)	Per Unit of Measure Charge
Additional or Alternate Reports	Per report	Quoted upon per Request
Box supply	Per Box	[insert price]
Paper supply	Per sheet	[insert price]
Envelope supply	Per C5 envelope	[insert price]
PO Box Setup	Per PO Box	[insert price]
Manifest validation	Per line item on a Manifest	[insert price]
Box Retrieval	Per Box	[insert price]
Microfilm Conversion 16MM	Per Image	[insert price]
Microfilm Conversion 35MM	Per Image	[insert price]
Microfiche Conversion	Per Image	[insert price]
Aperture Cards Conversion	Per Image	[insert price]
Box Refile	Per Box	[insert price]
eSeal - Electronic Seal	Per eSeal	[insert price]
Email address set up (Electronic Document Submission)	Per Mailbox	[insert price]
Mailstop Master Data uploads	Per Upload	[insert price]

**Ad Hoc Request Charges Calculation Example**

Activity using the table above would be calculated as following:

- 1 When activity occurs:
  - a. (Box supply charge per UOM) x (monthly UOM volume)

**6.8 Transition Delay Charges****Account Team: Transition Delay Charges**

Insert the Delay Charge as outlined in the Evaluation Tool

The following charges shall be processed via a change control document agreed to by the Parties in writing as indicated in the Transition sections of this SOW.

Delay Charges		
Item	Charges	Notes
Transition Delay charges resulting from Customer Caused Delays	[\$charge] Monthly	Additional Transition support, implementation and management services due to Project Plan reschedule resulting in a delay to the Transition project schedule.





## 7 TERMINATION

### Account Team: Termination

Exception approval is required from the Sales and Delivery Finance Controllers to delete all of Section 7 Termination. Which would leave the scope of Termination to what is outlined in the Agreement.

#### 7.1 Termination Overview

This SOW shall remain in force for its full Term until terminated either by Customer or by Xerox upon giving to the other written notice of termination, subject to the termination provisions of the Agreement. Except as otherwise expressly stated below, any termination hereunder shall be a complete termination of the SOW (not partial), unless otherwise mutually agreed upon by the Parties in writing. Any Services not terminated in accordance with this Section shall continue until the end of the remainder of the Term of the SOW.

#### 7.2 Termination for Material Breach

Either Party may terminate this SOW, by written notice, if the other Party shall have committed a material breach of this SOW or the Agreement and such breach shall have remained uncured for sixty (60) days following written notice from the Party alleging such breach. In the event of termination by Customer for Xerox's uncured material breach, Xerox shall waive any Early Termination Charges (ETCs) as outlined below. In the event of termination by Xerox for an uncured material breach by Customer, Xerox shall not be required to provide any termination assistance and Customer shall be responsible for ETC's, outlined in the Early Termination Charges table below.

#### 7.3 Termination for Convenience

If Customer terminates this SOW for convenience during the Term of the SOW, by providing ninety (90) days' prior written notice to Xerox, Customer agrees to pay all amounts due and owing, and the Early Termination Charges (ETCs) listed in the table below shall be used to identify the applicable ETC.

#### Early Termination Charges

### Account Team: Early Termination Charges

The numbers shown in the Early Termination Charges table below are placeholders only and SHOULD NOT BE USED for your specific engagement. See the Evaluation Tool.

Month from the Effective Date	ETCs Due	Month	ETCs Due	Month	ETCs Due	Month	ETCs Due	Month	ETCs Due
Month 1	[\$0.00]	Month 13	[\$0.00]	Month 25	[\$0.00]	Month 37	[\$0.00]	Month 49	[\$0.00]
Month 2	[\$0.00]	Month 14	[\$0.00]	Month 26	[\$0.00]	Month 38	[\$0.00]	Month 50	[\$0.00]
Month 3	[\$0.00]	Month 15	[\$0.00]	Month 27	[\$0.00]	Month 39	[\$0.00]	Month 51	[\$0.00]
Month 4	[\$0.00]	Month 16	[\$0.00]	Month 28	[\$0.00]	Month 40	[\$0.00]	Month 52	[\$0.00]
Month 5	[\$0.00]	Month 17	[\$0.00]	Month 29	[\$0.00]	Month 41	[\$0.00]	Month 53	[\$0.00]
Month 6	[\$0.00]	Month 18	[\$0.00]	Month 30	[\$0.00]	Month 42	[\$0.00]	Month 54	[\$0.00]
Month 7	[\$0.00]	Month 19	[\$0.00]	Month 31	[\$0.00]	Month 43	[\$0.00]	Month 55	[\$0.00]
Month 8	[\$0.00]	Month 20	[\$0.00]	Month 32	[\$0.00]	Month 44	[\$0.00]	Month 56	[\$0.00]
Month 9	[\$0.00]	Month 21	[\$0.00]	Month 33	[\$0.00]	Month 45	[\$0.00]	Month 57	[\$0.00]
Month 10	[\$0.00]	Month 22	[\$0.00]	Month 34	[\$0.00]	Month 46	[\$0.00]	Month 58	[\$0.00]
Month 11	[\$0.00]	Month 23	[\$0.00]	Month 35	[\$0.00]	Month 47	[\$0.00]	Month 59	[\$0.00]
Month 12	[\$0.00]	Month 24	[\$0.00]	Month 36	[\$0.00]	Month 48	[\$0.00]	Month 60	[\$0.00]

## EXHIBIT A: SERVICES SCOPE ASSUMPTIONS

### Account Team: Scope Assumptions

Include all stated Assumptions from the Solution Design Document.

You can insert your own numbers or use the default numbers provided.

If pricing is based on a per Image, delete the rows associated with Document Scanning - Box

If pricing is based on a per Box, Delete the rows associated with Document Scanning below and keep those rows associated with Document Scanning - Box

Delete those solution columns in the table(s) below that do not apply to the solution you are proposing/deploying for your Customer.

Note: For the avoidance of doubt, Xerox shall not be liable for any fraudulent items that may be passed on to the Customer.

Assumptions	C&CS Standard	Accounts Payable: Light	Digital Mail: Light
<b>General</b>			
# of authorized End User log in credentials to the Xerox Tools (i.e., Customer Dashboard)	[insert #]	[insert #]	[insert #]
Documents that are Indexed/OCR'd where applicable shall be in the following languages	[insert languages]	[insert languages]	[insert languages]
# of Email addresses (mailboxes) setup for Electronic Document Submission	[insert #]	[insert #]	[insert #]
# mailstop Master Data uploads	[insert #]	[insert #]	[insert #]
Xerox® Capture and Content App – number of licenses  Note: Incremental licenses may incur additional charges via the Change Control Process	[insert #]	[insert #]	[insert #]
Onshore Data Entry only	[Yes or No]	N/A	[Yes or No]
% of Pages that are double-sided (i.e., Duplex)	[insert %]	50%	[insert %]
% of any Long Format Documents	[insert %]	N/A	[insert %]
% of any Wide Format Documents	[insert %]	N/A	[insert %]
Average # of Pages per Document	[insert quantity]	N/A	[insert quantity]

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Assumptions	C&CS Standard	Accounts Payable: Light	Digital Mail: Light
Percentage of all Document/Pages that require Light Repair	[insert %, default is 1%]	0.5%	[insert %, default is 1%]
% of Pages with Simple Bindings	[insert %, default is 10%]	10%	[insert %, default is 10%]
All Documents are contained in envelopes, folders, binders, Boxes, or plastic wallets ('poly pockets')  Note: Loose paper shall not be accepted by Xerox.	Yes	Yes	Yes
<b>Document Scanning</b>			
Expected Monthly Volume of Scanned Images	[insert quantity]	[insert quantity]	[insert quantity]
Average # of Documents per Day	[insert quantity]	[insert quantity]	[insert quantity]
Average Pages per Document	[insert quantity]	2	[insert quantity]
Estimated percentage of Pages that are classified as Currency and Negotiable Documents	[insert %]	0%	[insert %]
Estimated percentage of Pages that are classified as Cherished Documents	[insert %]	0%	[insert %]
The percentage of all Pages that are capable of being processed through standard bulk scanner	[insert %]	100%	[insert %]
Digital imprinting required	[Yes or No, default is No]	[Yes or No, default is No]	[Yes or No, default is No]
<b>Document Scanning - Boxes</b>			
# of Index Fields per Box (Index fields applied to all Documents from the Box)	[insert #, or default is 2]	N/A	[insert #, or default is 2]
Approximate # of Boxes	[insert #] Boxes	N/A	[insert #] Boxes
Average # of Documents per Box	[insert quantity]	N/A	[insert quantity]
Pallets shall be package such that the lower level Boxes are not damaged.	Yes	N/A	Yes
Transportation of Boxes to the C&CS Facility could be carried out as a series of phased deliveries, spread over the course of the Term	Average of [insert quantity] Boxes per [insert week or month]	N/A	Average of [insert quantity] Boxes per [insert week or month]
<b>Processing</b>			

## Capture and Content Services Statement of Work



Assumptions	C&CS Standard	Accounts Payable: Light	Digital Mail: Light
File, folders, envelopes, etc. require Scanning	[Yes or No]	No	[Yes or No]
Pages shall be kept in the order they are received	[Yes or No]	No	[Yes or No]
Metadata shall be captured for applicable Document Process Types as an	[.CSV or .XML] file	CSV file	[.CSV or .XML] file
Specialized re-collation of Documents shall be performed  Note: Some Documents may not be able to be placed back inside original container (i.e. envelopes)	No [or Specify requirements if different e.g.: re-binding, place Documents back in folders/wallets, etc.]	No	No [or Specify requirements if different e.g.: re-binding, place Documents back in folders/wallets, etc.]
Required to count hardcopy Pages	[insert yes or no, default is no]	No	[insert yes or no, default is no]
Requests for original Documents are limited to no more than	[insert #] per Business Day	1 per Business Day	[insert #] per Business Day
Expedited Box and/or Document Scanning requests are limited to	[insert #] per Business Day	1 per Business Day	[insert #] per Business Day

## Indexing

See Exhibit C: Indexing Specifications.

Assumptions	C&CS Standard	Accounts Payable: Light	Digital Mail: Light
Percentage of Index fields that requires data entry  Note: All Indexing fields are easily identifiable in a predetermined location, and Xerox shall not be required to read any Documents in order to locate said Indexing data  Note: Index fields that require data entry shall be of sufficiently high quality when viewed by the human eye	[insert %]	100%	[insert %]
Percentage of Documents that require Indexing and are handwritten	[insert %, default is .01%]	0.01%	[insert %, default is .01%]
The Index field(s) (e.g.: 'Title') shall be	Clearly visible	Clearly visible	Clearly visible
The Index field(s) values are detailed in and shall conform to	a mixture of alphabetical, alphanumeric and	A mixture of alphabetical, alphanumeric and	A mixture of alphabetical, alphanumeric and

## Capture and Content Services Statement of Work



Assumptions	C&CS Standard	Accounts Payable: Light	Digital Mail: Light
EXHIBIT C: INDEXING SPECIFICATIONS	numeric, Optical Mark Recognition (OMR) marks, 2D/3D barcodes	numeric, Optical Mark Recognition ("OMR") marks, 2D/3D barcodes	numeric, OMR marks, 2D/3D barcodes
Xerox shall use the following Index methods to achieve the requested Indexing quality	[single or double key comparison, default is single key]	Single key	[single or double key comparison, default is single key]
Reading of MICR Documents	[Yes or No]	N/A	[Yes or No]
Customer shall provide Master Data in the specified format using the defined structure.  Note: See Exhibit C, Table C-2: Master Data Format, if applicable	[Yes or No]	[Yes or No]	[Yes or No]
Customer Master Data Frequency	[Daily, Weekly, Monthly or Other]	Vendor Master Data – [Daily, Weekly, Monthly]  Order Master Data – [Daily, Weekly, Monthly]  Company extracts – [Daily, Weekly, Monthly]	[Daily, Weekly, Monthly or Other]
Customer Master Data Update Types	[Incremental table or Full table]	Vendor Master Data – Full table  Order Master Data – Incremental table with new entries  Company extracts – Full Table	[Incremental table or Full table]

## Output Formats

## Account Team: Output Formats

The metadata file formats selected in the last two (2) rows of the table must match

Output Formats	C&CS Standard	Accounts Payable: Light	Digital Mail: Light
A single multipage PDF per Document shall be provided as	[Image Only or Image and OCR]	[Image Only or Image and OCR]	[Image Only or Image and OCR]
Image File Name structure	[insert file name structure example].PDF	[insert file name structure example].PDF	[insert file name structure example].PDF
Deliver metadata with Images	[Yes or No]	Yes	[Yes or No]
Metadata Format shall be	[XML or CSV] unicode text file	CSV	[XML or CSV] unicode text file

Capture and Content Services Statement of Work



Output Formats	C&CS Standard	Accounts Payable: Light	Digital Mail: Light
Metadata File Name structure	[insert file name structure example].[XML or CSV]	[Xerox defined structure] CSV	[insert file name structure example].[XML or CSV]

**Document Process Types**

Data delivery shall occur per Document in the following format as described in the table below. The two (2) categories of data to be delivered are Images and Metadata.

**Account Team: Document Process Types**

Each Document Process Type may include multiple Documents. For example, Accounts Payable may include Invoice, debit note, credit note, etc. All of which would be included in the applicable Document Process Type

Delete additional Document Process Type rows if not including more than the Document Process Type 1 – All Types

If the proposed pricing solution requires fewer than 4 Document Process Types, delete the rows as necessary.

If the proposed solution requires more than 4 Document Process Types, add additional rows

Document Type examples are: Invoice Profile 1, Claim, Contract, etc.

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See Exhibit E: Document Process Type Workflow (if applicable)

Assumptions	Document Type	Disposition
Document Process Type decisions are required	N/A	[yes or no, default is no]
Document Process Type 1	Generic	Document Storage
Document Process Type 2	[Insert Type]	[insert Document Storage, Document Return or original Document Destruction]
Document Process Type 3	[Insert Type]	[insert Document Storage, Document Return or original Document Destruction]
Document Process Type 4	[Insert Type]	[insert Document Storage, Document Return or original Document Destruction]

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**Original Document Disposition**

**Account Team: Original Document Disposition**

If selecting Store or Destroy after the Image Availability Period, delete the Document Return rows below

General Assumptions	
<b>Availability Period</b>	
"Image Availability Period"	Thirty (30) day period after Images are made available to Customer
"Email Availability Period"	Thirty (30) day period after Images are made available to Customer
<b>Original Document Disposition</b>	

## Capture and Content Services Statement of Work



General Assumptions	
After the Image and/or Email Availability Period(s)	[Store or Destroy or Return] Documents
Approximate sq. ft of storage	[insert #] of sq. ft
Document Return	
Customer Address for Return of Documents	[insert address(es)]
Pages shall be kept in the order they are received	[Yes or No, default is No]
Document Return Activities	<p>Gather loose Pages:</p> <ul style="list-style-type: none"> <li>- Utilize elastic bands to wrap around each Scanned volume or Documents</li> <li>- Place Scanned volume or Documents into relevant Box</li> <li>- Apply a barcode to Box, if applicable, for audit purposes</li> </ul> <p>Not required to:</p> <ul style="list-style-type: none"> <li>- Provide specialized collation of Documents</li> <li>- Remove any inserted barcode slip sheets or barcode stickers</li> <li>- Rebind, no re-stapling, nor reattaching of paper clips to source Documents</li> <li>- Remove undersized Pages from carrier sheets</li> </ul>

## Accepted Paper Sizes

	Paper Type	Paper Size	Paper Type	Paper size
Scanned Image	A3	11.7 X 16.5	Legal	8.5 X 14
Scanned Image	A4	8.27 X 11.7	Tabloid	11 X 17
Scanned Image	A5	½ of A4	Ledger	17 X 11
Scanned Image	N/A	N/A	Letter	8.5 X 11
Scanned Images – Wide Format Documents	N/A	Short side of Page is wider than A3	Short side of Page is wider than Tabloid	N/A
Scanned Images – Long Format Documents	N/A	Long side of Page is longer than A3, but short side is the same as A4	Long side of Page is longer than Tabloid, but short side is the same as Letter	N/A

## Accepted Emails

Extension	Description
Email Message	<p>Email contents as plain text in Multipurpose Internet Mail Extension (MIME) format, containing the Email header and body, including attachments or compressed ZIP, all Documents must be in one (1) of the Accepted Image File Formats set forth in the table below.</p> <p>Zip files cannot be encrypted or password protected</p> <p>Emails without an attachment shall be processed as a Document</p> <p>For Emails with attachments, only the attachment shall be processed as a Document</p> <p>Each attachment contains only one (1) Document, unless attachment is a ZIP file</p>

Capture and Content Services Statement of Work



Extension	Description
	Total size of the attached files must not exceed twenty megabytes (20 MB) per email Email attachments must be in one (1) of the Accepted Image File Formats Zip files cannot be encrypted, or password protected

Accepted Email Attachment File Formats

Image File Type	Extension	Description	C&CS Standard	Accounts Payable: Light	Digital Mail: Light
Multipage TIF/TIFF File	TIF or TIFF	Accepted types are Image-only TIF/TIFF.	Yes	[Yes or Not Applicable]	[Yes or Not Applicable]
Multipage PDF File	PDF	Accepted types are Image-only PDFs, digitally created PDFs (text PDFs) and Searchable PDFs (Image with Text) or mixed type PDF (digital and Image).	Yes	[Yes or Not Applicable]	[Yes or Not Applicable]
Multi-Document Zip File	ZIP	Accepted ZIP files may only include the Image File formats above	Yes	[Yes or Not Applicable]	[Yes or Not Applicable]

Scanning Volume Ramp Up by Month

**Account Team: Scanning Volume Schedule by Month**

Fill in estimated Scanning volume per month. This volume should align to the Business case

Scanning Volume ramp up should be between 3 and 8 months as a default position. If more than 8 months or beginning in months 1 and 2, engage Service Delivery

Expected Scanning Volume by Month								
1	2	3	4	5	6	7	8	or 9+





## EXHIBIT B: SCANNER SETTINGS

Customer shall not require Xerox to make any adjustments to the scanner settings to accommodate variations in the quality of originals and/or subsequent Image Output.

Scanner Configuration	
Scan Pages in the following formats	See Accepted Paper Sizes
Fixed Resolution of	300 DPI
Scanned with auto deskew software	Double-sided (duplex) mode
Pages Scanned with auto-blank Page deletion	[Yes or No]
Automatic Image rotation Note: If enabled, when documents are set in different directions or many characters using text decorations may not be correct.	[Yes or No]
Black margin removal (auto cropping)	[Yes or No]
Punch hole detection	[Yes or No]

## EXHIBIT C: INDEXING SPECIFICATIONS

### Account Team: Indexing Specifications

Align Table C-1 with the selections specified within the Evaluation Tool and delete all rows that are not required/needed. This table must match the Evaluation Tool used for this opportunity.

If it is Accounts Payable Light then insert Field Definition from the selected Customer Profile (Catalog).

**Table C-1: Indexing Value Examples**

Index Field Name	Character Length	Index Field Value	Examples	Validation Rules
Claim/Case Number	12 characters	Numeric	108635/2014	Last number is a digit
Forename	6-10 characters	Alphabetical	Herman	Matches Customer provided Master Data list
Surname	6-10 characters	Alphabetical	Pearson	Matches Customer provided Master Data list
Document Type	6 characters	Numeric	ET1, ET3, SupDoc	
Mail Stop			M20, M14, etc.	
First Name			Jane	
Last Name			Doe	
Department			Accounting	
Folder ID				
Document Type				

**Table C-2: Master Data Format Specification**

### Account Team: Master Data Format Specification

Customer to Xerox file format specification.

The "Required Master Data Files" row at the bottom of the table must be removed if you are not proposing an AP Light solution.

Provided by Customer in a Comma Separated Values (CSV) format

Type	Description	Examples
File Name	Unique filename, ending with file extension .csv	202012282133100000000012_VENDOR.csv
	Start of file name should be YYYYMMDDHHMMSSZZZZZZZZZZ_TYPE.csv	202012282133100000000013_EMPLOYEE.csv
	YYYY – 4-digit Year	202101012133100000000014_CLAIM.csv
	MM – 2-digit Month	202101012133100000000015_Order.csv
	DD – 2-digit day	
	HH – 2-digit hour	

Capture and Content Services Statement of Work



Type	Description	Examples
	MM – 2-digit SS – 2-digit ZZZZZZZZZZ – 10-digit sequence number _ - Underscore TYPE – Process Type/Document Type/Index Field Name	20210101213310000000016_Company.csv
Field Names	All lowercase, no space, no numbers, no special characters (exception to underscore _) and accents, easy and understandable, short names no-longer than two words.	employee_name employee_id firstname vendor_id
Field and Value Separator	, comma	"1","231","Name A","7784723849"
Decimal Separator	. period	<b>\$12.12</b> - twelve dollars and twelve cents = "12.12"  <b>12.1234212</b> - twelve and one hundred twenty-three thousand two hundred twelve millionths = "12.1234212"
Allowed Escape Sequences	\' single quote \" double quote \\ backslash	
Field Values	Field values to be wrapped in " quotation marks.	"1","231","Name A","7784723849"
1 <sup>st</sup> Column	First column should always contain sequential line number for the current file.	"line_number","vendor_id","name","fax" "1","231","Name A","7784723849" "2","455","Name B","77234223849" "3","2343","Name C","7784723449" "4","2343","Name D","77847223449"
1 <sup>st</sup> Line	First Line of the CSV contains field names wrapped in " quotation marks.	"line_number","vendor_id","name","fax" "1","231","Name A","7784723849" "2","455","Name B","77234223849" "3","2343","Name C","7784723449" "4","2343","Name D","77847223449"
Required Master Data Files	<b>For Accounts Payable:</b> – vendor Master Data File – order Master Data File – company extracts Master Data File	YYYYMMDDHHMMSSZZZZZZZZZZ_VENDOR.csv YYYYMMDDHHMMSSZZZZZZZZZZ_ORDER.csv YYYYMMDDHHMMSSZZZZZZZZZZ_EXTRACT.csv

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## EXHIBIT D: GOOD QUALITY IMAGE REVIEW REQUIREMENTS

Image quality review requirements for Documents that are not identified as "Poor Quality", include, but are not limited to:

- The Image is a legible reproduction of the original as demonstrated and documented and approved by the Customer during CRT
- The Image is not skewed beyond ten (10) degrees (unless the original Document is skewed beyond ten (10) degrees
- The complete Image is produced, without folds masking the Document or corners being cut-off.
  - o It should be noted that on Poor Quality original Documents where the corners of the Pages have been folded over for a period of time that it may not be possible to "unfold" the corners to the degree that a Good Quality Image Scan shall be achieved.
  - o Xerox shall ensure reasonable endeavors are made to ensure there are no folds in the Documents when Scanned



## EXHIBIT E: DOCUMENT PROCESS TYPE WORKFLOW

### Account Team: Document Process Type Workflow

Insert the applicable Document Process Type(s), the Index Fields, and Decision(s). Each Document Process Type may have more than one (1) Index Field. Document Process Type(s) without Index Fields, mark the Index Field column with "N/A"

This is an example table only and will need be updated/replaced with Customer specific content

Document Process Type #	Document Process Type	Index Field	Decision
[insert the applicable Document Process Type Number as aligned in Exhibit A: Services Scope Assumptions]	Advertising	[Name].[Index Type].[Length]	Sent by mail to Customer on a daily basis (keep the envelope).  Postal costs shall be added at standard rates.
[insert the applicable Document Process Type Number as aligned in Exhibit A: Services Scope Assumptions]	Claims, reminders, statements	[Name].[Index Type].[Length]	Separate and Scan Documents, identifying the Document Process Types Scanned – claims, reminders, or statements.
[insert the applicable Document Process Type Number as aligned in Exhibit A: Services Scope Assumptions]	Audit Requests	[Name].[Index Type].[Length]	Separate and Scan Documents, identifying the Document Process Type in the subject – audit requests.
[insert the applicable Document Process Type Number as aligned in Exhibit A: Services Scope Assumptions]	Invoice P/O which normally has the following structure:	[Name].[Index Type].[Length]	Separate and Scan Documents, identifying the Document Process Types Scanned – invoice with a PO or an invoice without a PO, late archiving (identified with document reference starting by the applicable Document reference).  Invoices with copies, the duplicates can be destroyed.
[insert the applicable Document Process Type Number as aligned in Exhibit A: Services Scope Assumptions]	Self-invoices Documents (identified by a Customer layout)	[Name].[Index Type].[Length]	Should not receive self-billing documents – action: Scan and assign it to "Reject folder".  Exception: Country A is legally required that supplier sent self-invoice is signed and marked – action: send by mail to Customer on a daily basis to unblock and then shall be returned to Xerox for late archiving Scanning and archive.



## EXHIBIT F: STANDARD DOCUMENT PREPARATION ACTIVITIES

Type	Preparation Action by Xerox	Comment
Documents that are clipped or stapled together	Metal clips of any kind must be removed using the appropriate tools	It is not permitted to tear off clipped or stapled portions of a Document
Documents that are fastened by pressing them together	Must also be separated using an appropriate tool	It is not permitted to have torn corners
Information that is affixed to the Document	Leave it there unless it is covering up any information – if covering up any information then remove it and affix to another Page	Most importantly do not let the 'affixed' information block any information written onto the Document
Difficult to Scan	These Documents shall be separated into an additional stack, each Document shall be marked on the first Page in a free area with a reference to "Poor Quality"	Customer shall recognize this mark. It shall bypass Indexing
Non Scannable Items	Send back to Customer with explanation at Customer's expense	Customer needs to either manually enter data into their system, or issue a replacement Item

## EXHIBIT G: METADATA OUTPUT

**Table G-1: Metadata Data Format Specification**

Provided by Xerox to the Customer in a Comma Separated Values (CSV) format

Type	Description	Examples
File Name	Unique filename, ending with file extension .csv <b>XX</b> [CCC][YYYY][MM][DD][#####].csv <b>XX</b> = constant (e.g., IN for INVOICE) CCC = 3-character customer code (e.g., ABC) YYYY = 4-digit year (e.g., 2021) MM = 2-digit month (e.g., 09) DD = 2-digit day (e.g., 16) ##### = Sequential number - reset daily (e.g., 00001)	INABC2021091600001.csv
Field Names	All uppercase, no space, no numbers, no special characters (exception to underscore _) and accents, easy and understandable.	EMPLOYEE_NAME EMPLOYEE_ID FIRSTNAME VENDOR_ID
Field and Value Separator	, comma separated. Field values to be wrapped in " quotation marks.	"1","231","Name A","7784723849"
Decimal Separator	. period	<b>\$12.12</b> - twelve dollars and twelve cents = "12.12" <b>12.1234212</b> - twelve and one hundred twenty-three thousand two hundred twelve millionths = "12.1234212"
Allowed Escape Sequences	\' single quote \" double quote \\ backslash	
1 <sup>st</sup> Column	First column should always contain line type.	INVOICE BANK ACCOUNT

END OF STATEMENT OF WORK FOR CAPTURE AND CONTENT SERVICES

### **Electronic Document Management System (EDMS) – DocuShare® Schedule Addendum**

This Addendum (the “**EDMS – DocuShare® Schedule Addendum**” or “**Addendum**”) is made and entered into by and between Xerox Corporation (“**Xerox**”) and << Enter Customer Name>>> (“**Customer**”) as of the date of the last signature affixed hereto (the “**Addendum Effective Date**”) to add the terms and conditions for the use of the EDMS – DocuShare® Schedule attached to an applicable Capture and Content Services Statement of Work (SOW) to the Services Master Agreement No. << Enter 7 Digit Contract Number from Customer's SMA >>> (“**Agreement**”) of <<<Agreement Effective Date>>>. Xerox and Customer are each also referred to herein as a “Party” and collectively as the “Parties.”

1. This Addendum incorporates by reference all of the provisions of the Agreement. From and after the Amendment Effective Date, each reference in the Agreement to “this Agreement”, “this Services Master Agreement”, “herein”, “hereunder”, “hereto” or similar words or phrases, and all references to “the Agreement” in any amendments, related agreements, documents, or other writings shall be deemed to mean the Agreement as amended by this Addendum.
2. All Schedules, Exhibits, Statements of Work and Attachments hereto are hereby incorporated into this Addendum by reference and made a part hereof. If there is any conflict between this Addendum and its Schedules, Exhibits, Statements of Work or Attachments, this Addendum shall control.
3. **CHARGES** – Customer agrees to pay the charges for EDMS – DocuShare® in accordance with the rates set forth in the Capture and Content Services (C&CS) Statement of Work (“SOW”) and to pay the charges for its use of the EDMS – DocuShare® in accordance with the fees set forth in the EDMS – DocuShare® Schedule as applicable, both of which are attached hereto.
4. **TERM** – This Addendum shall commence upon the Addendum Effective Date and, subject to completion of Transition, shall be terminate upon expiration of the applicable Capture and Content Services (C&CS) Statement of Work affixed hereto (the “SOW”).
  - A. **Early Termination:** The EDMS - DocuShare® Schedule is an integral component of the C&CS SOW. Customer termination of the Schedule Services shall constitute termination of the applicable C&CS SOW.
  - B. **Effect of Termination:** Upon termination or expiration of the applicable EDMS - DocuShare® Schedule all rights to access the applicable EDMS - DocuShare® Schedule Services cease.
5. **CHANGES** – Any amendments, modifications, alterations, or other changes to this Addendum must be made in a writing signed by both Parties and upon execution, will be incorporated into this Addendum.
6. **DOCUMENT STORAGE ADDITIONAL TERMS AND CONDITIONS**
  - C. **Definitions.**
    - i. “Authorized User” means Customer employees, employees of Customer Affiliates, and outsourced service providers under contract to and acting solely on behalf of Customer.
    - ii. “Cloud Named User (CNU)” means a single, identified Authorized User who has access to the Service. A CNU may not be accessed by multiple Authorized Users; however, a CNU license may be reassigned from one Authorized User to another, so long as the first Authorized User no longer has access to the CNU license.
    - iii. “Concurrent Use License” means a license based on the number of simultaneous users accessing the DocuShare® Service. A Concurrent Use License may be used by a number Authorized Users logged into the



DocuShare® Service measured at any one point in time that does not exceed the maximum number of Concurrent User Licenses purchased pursuant to the terms of this Schedule, which is detailed in Attachment A of this Schedule.

D. License Grant.

- i. Subject to the terms and conditions of the Agreement, including all Attachments and Schedules and for the duration of the Term, Xerox grants Customer a limited, nonexclusive, nontransferable, non-sublicensable license to access and retrieve content stored by the DocuShare® software program, including all updates, upgrades, modifications and improvements made available by Xerox from time to time hereunder (collectively, “DocuShare® Software”) in a hosted format accessed through a web portal and associated Documentation (together with the DocuShare® Software, the “DocuShare® Service”) and display said content solely for Customer’s internal business operations, via a number of Authorized Users that shall not at any time exceed the number of CNU’s purchased by Customer or the number of Concurrent User Licenses, as applicable. Customer shall cause Authorized Users to be bound by, and is responsible and liable for Authorized Users’ compliance or noncompliance with, the terms of this Attachment B.
- ii. Customer shall not, and shall not authorize any third party to: (i) use or provide the DocuShare® Service on a service bureau, outsourcing, renting, or time-sharing basis, or (ii) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the DocuShare® Service or DocuShare® Software or any part thereof, or otherwise attempt to discover any source code, modify the DocuShare® Service in any manner or form, or use unauthorized modified versions of the DocuShare® Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the DocuShare® Service or DocuShare® Software. Customer shall not access, or assist any third party to access, the DocuShare® Service by any means other than through the interface and method provided by Xerox.
- iii. Customer acknowledges and agrees that Xerox and its licensors own all right, title and interest in and to all intellectual property rights in the DocuShare® Service and the DocuShare® Software. Without limiting the foregoing, DocuShare® Software contains portions of imaging code owned and copyrighted by Accusoft Corporation, Tampa, FL (all rights reserved). Any rights not expressly granted herein are reserved by Xerox. Except for the limited right to use the DocuShare® Services stated herein, Customer has no right to use any intellectual property of Xerox, including trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

E. Customer Use.

- i. Customer will not:
  - a. Engage in any activity that interferes with, disrupts or attempts to gain unauthorized access to the DocuShare® Service, other user account, or servers, networks or products connected to or used to provide the DocuShare® Service;
  - b. Submit information or use the DocuShare® Service to engage in conduct that (1) is unlawful, defamatory, libelous, invasive of another’s privacy, threatening, tortious, abusive, harassing, hateful, racially or ethnically offensive, pornographic, obscene or otherwise objectionable; (2) infringes, misappropriates or misuses any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party; or (3) contains software viruses or any

other computer code, files or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of Xerox or any third party;

- c. Use the DocuShare® Service (1) to export Customer Information or any other software or data in violation of applicable laws including U.S. laws; (2) to plan or carry out any illegal activity; or (3) in any other manner that violates any applicable local, state, national, foreign, or international law; or
- d. Remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to, contained within, or displayed with the DocuShare® Service or DocuShare® Software.

F. Customer Registration Data and User Account Information.

- ii. Customer represents that it and its Authorized Users have provided accurate, current, and complete information to gain access to the DocuShare® Service ("Registration Data"). Customer shall notify Xerox of any updates to Registration Data at docushare.licenses@xerox.com, Attn: Contracts Manager. Xerox may suspend Customer's account if Xerox has reasonable grounds to believe Registration Data is untrue, inaccurate, incomplete, or not current.
- iii. Customer shall provide and assign unique passwords and user names to each Authorized User for each CNU and each Concurrent Use License purchased ("User Account Information"). Customer acknowledges and agrees that (i) User Account Information will be accurate and up to date and that if Customer learns that incorrect information has been provided, Customer will correct this and update Xerox with the correct details, (ii) Customer is responsible for confidentiality of user passwords and user names, and (iii) Customer will be solely liable to Xerox for all access and use via User Account Information. Customer shall promptly notify Xerox if Customer becomes aware of any unauthorized use of User Account Information.
- iv. Customer acknowledges and agrees that Xerox may disclose Registration Data and User Account Information: (i) to its Affiliates in the course of developing, providing, managing, administering and improving the DocuShare® Service; (ii) when Xerox believes in good faith that disclosure is necessary to protect Xerox' rights under the Agreement or this Schedule, protect the safety of others, investigate fraud or other illegal activity or respond to a government request; (iii) as required by law; and/or (iv) in the event of a merger, acquisition or reorganization of Xerox or a relevant portion of its assets, to the acquiring or surviving entity.

G. Transmission of Data and Network Security Standards. Customer agrees that all network components, internet connections, and other hardware and software Customer may access in the course of using the DocuShare® Service, including without limitation browser software, shall support the HTTPS protocol, Secure Socket Layer (SSL) protocol and/or such other data security protocol(s) identified in the Documentation. Customer agrees to follow logon procedures that support such protocols. Customer is responsible for the accuracy, adequacy, availability, and security of Customer systems. Customer shall not intentionally interfere with or disrupt Xerox or third party systems. Customer acknowledges that Xerox and third party systems may be located, and User Account Information and Customer Information may be transmitted, stored, and processed, in the United States or any other country in which Xerox and/or its Affiliates maintain facilities. Customer is solely responsible for ensuring the security and backing up of Customer Information. Customer acknowledges that electronic communications may be accessed by

unauthorized parties and that Xerox is not responsible for any Customer Information that may be lost, altered, intercepted, or stored without authorization during transmission over Customer or third party systems. Network security standards are managed and operated by Microsoft Azure. Detailed information can be found at <https://docs.microsoft.com/en-us/azure/security/security-get-started-overview>.

In the event of a conflict between the Agreement, this Addendum, any Exhibits attached hereto and any Order, the order of precedence shall be the Agreement, then this Addendum, then the Order, then Statement of Work, then the DHCPS Schedule.

**ENTER CUSTOMER NAME**

**XEROX CORPORATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Title

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Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# SERVICES MASTER AGREEMENT

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

## AGREEMENT STRUCTURE

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 Customer’s and its Eligible Affiliates’ United States (“U.S.”) locations. This Agreement is grouped into Modules. The GENERAL Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

## DEFINITIONS MODULE

### 1. DEFINITIONS

The following definitions (and those found elsewhere in this Agreement) apply unless otherwise specified in an Order.

- a. **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- b. **Agreement** means this Services Master Agreement. This Agreement may also be referred to in ordering and contracting documents as a “Services and Solutions Agreement” or “SSA.”
- c. **Amortized Services** means certain services such as consulting and training, the Charges for which are amortized over the term of an Order.
- d. **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.
- e. **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.
- f. **CPI Adjustment Percentage** means the CPI-U (Consumer Price Index for All Urban Consumers).
- g. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- h. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.
- i. **Confidential Information** shall have the meaning set forth in Section **2.10**.
- j. **Consumable Supplies**. Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as “Phaser”, only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and staples.
- k. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, 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.
- l. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.
- m. **Customer Information** means documents, materials, and information (including Private Information) belonging to Customer that Customer provides to Xerox for Xerox to provide Products and Services under an Order.
- n. **Date of Installation** means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer’s use; and (b) for Equipment (or

Third Party Hardware) designated as “Customer Installable,” the Equipment (or Third Party Hardware) delivery date.

- o. **Description of Services or DOS** means a document attached to an Order which references the applicable Services Contract number and specifies the Products and/or Services provided under such Order.
- p. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- q. **Documentation** means all manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services.
- r. **Effective Date** means the date this Agreement is signed by Xerox.
- s. **Eligible Affiliate** means a domestic Customer Affiliate that has met Xerox’s credit requirements for ordering Services, Maintenance Services and/or Products under this Agreement.
- t. **Equipment** means Xerox-brand equipment.
- u. **Excluded Taxes** means (i) taxes on Xerox’s income, capital, and employment, (ii) taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Agreement.
- v. **Existing Equipment** means devices which are leased, rented or owned by the Customer outside of this Agreement, which are used to provide Services, and which remain subject to the terms and conditions of the agreements under which they were originally acquired.
- w. **Existing Software** means software licensed by the Customer outside of this Agreement and which is used to provide the Services and which remains subject to the terms and conditions of the agreements under which it was originally acquired.
- x. **Feature Releases** means new releases of Software that include new content or functionality.
- y. **Force Majeure Event** means a circumstance beyond a party’s reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity.
- z. **Funds** means collectively Amortized Services and Third Party Funds.
- aa. **Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to a party as of the Effective Date or that may be created by a party after the Effective Date. Xerox’s Intellectual Property includes, without limitation, Software, Remote Product Info and Xerox Tools.
- bb. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as “Maintenance Releases” or “Updates.”
- cc. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- dd. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a “Module.” The Modules under this Agreement are the DEFINITIONS, GENERAL, SERVICES, EQUIPMENT, EQUIPMENT PURCHASE, MAINTENANCE SERVICES and SOFTWARE LICENSE Modules.
- ee. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items, recurring separate charges and usage based charges (as such items or charges, as applicable, are defined on an Order) are billed separately from the MMC.
- ff. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer’s requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order (“SSO”), a Xerox Order Agreement (“XOA”) (which is used solely for an outright purchase by Customer under the EP

module of this Agreement), an eCommerce Order (which is used solely for electronic ordering through an eCommerce Portal as defined and described in Section 2.16), or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

- gg. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- hh. **Private Information** means Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Non-Public Personal Information ("NPI") as defined by the Gramm-Leach Bliley Act ("GLBA") and equivalent categories of protected health and financial information under applicable state Privacy Laws.
- ii. **Products** means Xerox Products and/or Third Party Products supplied by Xerox and provided to Customer pursuant to an Order.
- jj. **Purchase Order or PO** means a document containing the applicable Services Contract number that is issued by Customer to Xerox for Order entry purposes only. Any terms and conditions in a PO at variance with or in addition to the applicable Services Contract are not binding and are of no force or effect.
- kk. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- ll. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Products and/or Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- mm. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- nn. **Services** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.
- oo. **Services Contract** means the applicable terms and conditions of this Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.
- pp. **Services Software** means software products used to provide certain Services (both a server component and/or client component to be installed on end user's workstations, mobile devices and/or laptops) that may include one or more of the individual software modules identified on a Statement of Work or Order.
- qq. **Software** means Services Software, Base Software and Application Software.
- rr. **Statement of Work or SOW** means a document which references the applicable Services Contract number and specifies the details of a particular transaction where Customer wishes to acquire Services, Maintenance Services and/or Products from Xerox under this Agreement.
- ss. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.
- tt. **Taxes** means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.
- uu. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.
- vv. **Third Party Hardware** means non-Xerox brand equipment.
- ww. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- xx. **Third Party Software** means non-Xerox brand software.
- yy. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transactionally-based gross receipts, and privilege Taxes.

- zz. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.
- aaa. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

## GENERAL MODULE

### 2. GENERAL

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

#### 2.1. Agreement Structure

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Eligible Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.
- b. **Eligible Affiliates.** Only Customer and its Eligible Affiliates may acquire Services, Maintenance Services and Products under this Agreement. If an Eligible Affiliate establishes a Services Contract by signing an Order, it will be the "Customer" for the purposes of such Services Contract. If Customer divests an Eligible Affiliate, such divested entity is no longer eligible to establish any new Services Contracts or to submit any additional Orders under an existing Services Contract; however, Products installed and Services being provided at such divested entity under an existing Order shall retain the pricing and terms and conditions thereof.
- c. **Orders and Services Contracts.**
  - i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by an Eligible Affiliate, such Eligible Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose.
  - ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number followed by a three-digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.
  - iii. Unless Customer provides notice in writing at least 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.

#### 2.2. CHARGES, PAYMENT AND DEFAULT

- a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's then current overtime rates will apply to Services requested and performed outside Customer's standard working hours. If Customer has any special or customized invoicing requirements, Xerox reserves the right to charge Customer a customization fee of \$100 per invoice.
- 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 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 as of the due date, Xerox may charge, and Customer agrees to pay, a late charge of the greater of \$25 or 5% 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 30 days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.

- c. **Default.** Customer will be in default if Xerox does not receive any payment within 15 days after the date it is due, or if Customer breaches any other obligation under this Agreement, 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 (or the maximum rate or amount allowed under applicable law), 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.

### 2.3. Taxes

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.

### 2.4. Customer Responsibilities

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

- a. that Products acquired hereunder are ordered for Customer's (or its Affiliates') own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;
- b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;
- c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;
- d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;
- e. to maintain the manufacturer's maintenance agreement for any Third Party Products;
- f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;
- i. that, as between Xerox and Customer, Customer alone is responsible for backing up its data and content and Xerox shall not be responsible for Customer's failure to do so;
- j. that as between Xerox and Customer, Customer alone is responsible for determining whether content and materials provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and
- k. to provide contact information for Equipment such as name and address of Customer contact.

### 2.5. Warranties

- a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:



- i. it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;
- ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and
- iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.

b. **Xerox Warranties.**

- i. Services Performance. Xerox agrees to perform the Services in a professional manner, consistent with applicable industry standards. Xerox will re-perform any Services not in compliance with this representation and brought to Xerox's attention in writing within 30 days after such Services are performed, which shall be the exclusive remedy for such non-compliance.
- 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's content or materials, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
  - (c) unauthorized modifications to Equipment, Software or Third Party Hardware.

- c. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. FOR CLARITY, FOR ANY EQUIPMENT LEASED TO CUSTOMER BY XEROX UNDER THIS AGREEMENT OR ANY ORDER HEREUNDER, SUCH LEASE AND/OR ORDER SHALL BE CONSTRUED AS A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

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

## 2.6. Intellectual Property

- a. Xerox Tools may be used by Xerox to provide certain Services, as set forth in an Order or a Statement of Work. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in an SOW where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Remote Product Info and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.

- b. Each party will retain ownership of its Intellectual Property. Each party grants the other a limited, non-exclusive, royalty-free right and license to use the other party's Intellectual Property (excluding the Xerox Tools) in the U.S. only to the extent necessary for such party and its designees to receive the benefit of, and/or, fulfill its obligations under this Agreement. Neither party will (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Intellectual Property of the other or, (ii) allow others to engage in same, except as permitted by applicable law or as expressly permitted under this Agreement or the applicable SOW.
- c. The parties acknowledge and agree that no Intellectual Property will be created or transferred under this Agreement. If the scope of the parties' relationship changes to include creation or transfer of Intellectual Property, that activity will be addressed in a separate written agreement.
- d. If the Products or Services are configured to provide output (excluding Remote Product Info), including modification or transformation of Customer Information, Customer shall be the sole owner of any such output in any format or media obtained by use of the Products or Services and may freely use and disclose such output to any third party. Examples of output include scans and printed output of Customer Information processed by Equipment.

## 2.7. Indemnification

- a. **Mutual Indemnification.** Each party (and its Affiliates), if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, 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 the negligent acts or omissions, or willful misconduct of the indemnifying party (or its Affiliates) 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 **2.7(b)** to the extent any Claim is based on or arises out of any (i) Services performed using Customer Assets, Customer Information 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 **2.7(b)**, Customer agrees to permit Xerox, at Xerox' 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' 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. **Customer Indemnification.** Customer shall, if promptly notified by Xerox (or its Affiliate(s)) and given the right to control the defense, indemnify, defend and hold harmless Xerox, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, for all Claims for intellectual property infringement to the extent such Claim is based on (i) Xerox's use of Customer Assets, Customer Information or customer's content or materials used in performing Services or providing Products under this Agreement or any Order entered into hereunder; (ii) Customer's use of the Products or Services not in accordance with this Agreement or the applicable Documentation; and (iii) Claims arising out of or related to Section **2.7(b)(i)-(vi)** or Customer's failure to perform its responsibilities under Section **2.4(j)**.
- d. The indemnifying party is not responsible for any litigation expenses of the indemnified party or any settlements unless it pre-approves them in writing.

## 2.8. Limitation of Liability

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION **2.8(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 2.8(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 TWENTY-FOUR (24) 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 2.8(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 2.8 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.

## 2.9. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a term of <<Enter Term>> months, and continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon 30 days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products owned by Xerox and/or Xerox Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Agreement is terminated, each Services Contract in effect at such time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason 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.

## 2.10. Confidentiality

- a. **Obligations.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential. The terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, are Confidential Information of Xerox and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Any services procedures manuals and Xerox's Intellectual Property are Xerox Confidential Information. Private Information is Customer's Confidential Information. Confidential Information may only be used for the purposes of receiving the benefit of or fulfilling obligations under this Agreement, and shared with employees, agents or contractors with a need to know such information to support the foregoing purposes. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the 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. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency; provided, however, as to a requirement to disclose Confidential Information per clause (4), that party will (x) notify the disclosing party of the obligation to make such disclosure, and (y) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.

- b. **Residual Rights.** Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.

### 2.11. Data Protection/Privacy

- a. To the extent that Privacy Laws are applicable to Customer and Xerox in connection with the performance of Services, each party agrees to comply with the applicable provisions of such Privacy Laws.
- b. Xerox has adopted reasonable physical, technical and organizational safeguards designed to prevent accidental, unauthorized or unlawful loss, disclosure, access, transfer or use of Private Information. Xerox will promptly notify Customer in the event of any known unauthorized or unlawful loss, disclosure, access, transfer or use of Private Information.

### 2.12. GOVERNING LAW AND JURISDICTION

- a. 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 New York without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of New York.
- b. In any action to enforce this Agreement or any Order hereunder, the parties agree to waive their right, if any, to a jury trial.

### 2.13. 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.

### 2.14. 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.

### 2.15. Miscellaneous

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

- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.
- d. **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 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 12 months in the case of an independent contractor).
- f. **Assignment.** Xerox may assign or otherwise transfer this Agreement or any part hereof (including some or all of its rights or obligations hereunder) without prior notice to or consent of Customer. If Xerox assigns only its rights (or certain of its rights) hereunder to an assignee then: (a) such assignee of Xerox shall have all the rights assigned to it but none of the obligations of Xerox hereunder; (b) such assignee shall not be liable to Customer for any reason whatsoever; (c) Customer shall continue to look to Xerox for performance of Xerox's obligations and hereby waives and releases such assignee from any such claim; (d) all information obtained by Xerox relating to Customer may be disclosed to such assignee; (e) Customer shall not assert any defense, counterclaim or setoff Customer may have against such assignee; and (f) Customer will remit payments in accordance with instructions of such assignee. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Neither the rights nor obligations of Customer under this Agreement are assignable by Customer without prior written consent of Xerox. In the event Xerox consents to an assignment, Customer will pay the applicable costs related to the assignment and documentation change, which will not exceed \$500.
- 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 2.6 (Intellectual Property); (2) Section 2.7 (Indemnification); (3) Section 2.8 (Limitation of Liability); (4) Section 2.10 (Confidentiality); and (5) Section 2.3 (Taxes), will prevail over conflicting provisions in any other contractual document.

### **2.16. eCommerce Portal**

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

- (a) If Customer accepts such terms and conditions, Xerox will accept and process such order submitted through the eCommerce Portal as an Order (an “eCommerce Order”) without any requirement for Customer to execute and deliver an SSO or any other Order form.
- (b) If Customer declines such terms and conditions, then (i) Xerox will not accept the submission as an Order and (ii) Customer will need to execute and deliver to Xerox, an SSO presented by Xerox that identifies such Equipment or supplies, the term thereof, the pricing associated therewith and any applicable additional terms and conditions related thereto.

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

## **SERVICES MODULE**

### **3. TERMS AND CONDITIONS SPECIFIC TO SERVICES**

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

#### **3.1. Scope of Services**

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

#### **3.2. Charges for Services**

Charges for Services are set forth in the applicable Order. Charges are based upon 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; otherwise, Xerox may increase Charges for Services annually by an amount no greater than the CPI Adjustment Percentage. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a 30 day month, and the terms and conditions of this Agreement will apply.

#### **3.3. Use of Subcontractors**

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

### **3.4. Services Scope Changes**

Except as otherwise set forth in an Order, either party may propose to modify the then-existing Services that are described in an Order, or to add new Services under a Services Contract. If Xerox determines such changes are feasible, Xerox will prepare and propose to Customer an Order incorporating the requested changes and any related impact to the Charges or terms. Once Customer executes and Xerox accepts the Order, Xerox will promptly proceed with the new and/or revised Services in accordance with the terms of the Order and this Agreement.

### **3.5. Early Termination of Services and Labor**

Except as otherwise set forth in a Services Contract, upon 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 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 6 months.

## **EQUIPMENT MODULE**

### **4. TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE**

In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

#### **4.1. Term and Date of Installation**

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

#### **4.2. Delivery and Removal and Suitability of Customer Facilities**

Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware. Customer will be responsible for (a) all removal charges for Equipment and Third Party Hardware and (b) any non-standard delivery charges. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

#### **4.3. 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.

#### **4.4. Consumable Supplies**

If specified in an Order, Xerox will provide Consumable Supplies for related Equipment. Xerox may charge a shipping fee for Consumable Supplies. 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 10%. In such a case, Xerox will notify Customer of the excess usage. If such excess usage does not cease within 30 days after notice, Xerox may charge Customer for the excess usage. If Xerox provides paper under a Services Contract, upon 30 days' notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

#### **4.5. Use and Relocation**

For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal

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

#### 4.6. Supplier Equipment Provided

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

- a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. If for any reason whatsoever, this transaction is re-characterized as a secured financing, you are deemed to have granted to Xerox a first priority security interest in the Supplier Equipment in order to secure your performance under this Agreement. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to the Supplier Equipment. Xerox reserves the right to charge Customer for any filing fees and administrative costs for the filing of such financing statements, not to exceed \$75.
- b. Customer will promptly notify Xerox, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The risk of loss or damage to the Supplier Equipment shall pass to Customer upon delivery to the site where Xerox performs the Services and/or Maintenance Services and/or provides Products, as applicable. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- c. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):
  - i. sell, charge, let or part with possession of the Supplier Equipment;
  - ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or
  - iii. make any changes or additions to the Supplier Equipment.
- d. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per 4.1 above). 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.

#### 4.7. 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. Obligations regarding removal of Customer's Confidential Information that may be stored on hard drives on Equipment owned by Xerox, if any, and any costs associated with such removal will be set forth in the applicable Order.

#### 4.8. Remote Services for Equipment

Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment or Third Party Products ("Remote Product Info") via electronic transmission to or from a secure off-site location (such transmission is "Remote Transmission"). Examples of Remote Product Info include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may also be collected by the Xerox Tools and certain Services Software as set forth in the applicable SOW. Remote Transmission also enables Xerox to transmit to Customer Maintenance Releases or Updates for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. All Remote Product Info will be transmitted to and from Customer in a secure manner mutually agreeable to the parties. The Remote Transmission capability will not include any Customer Confidential



Information nor 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 Transmission for the purposes described above. Upon Xerox's request, Customer will (a) provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment, and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. Customer will enable Remote Transmission via a method mutually agreeable to the parties, and Customer will provide Xerox with reasonable assistance to allow Xerox to have Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, Customer will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If Customer is unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at Customer's request, or if Customer disables Remote Transmission from any Equipment, Xerox reserves the right to charge Customer a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

#### **4.9. Removal of Hazardous Waste**

Customer agrees to take responsibility for legally disposing of all hazardous wastes generated from the use of Third Party Hardware or supplies.

## **EQUIPMENT PURCHASE MODULE**

### **5. TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE**

In addition to the terms and conditions in the GENERAL Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

#### **5.1. Order**

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

#### **5.2. Title and Risk of Loss**

Title and risk of loss or damage to the Purchased Equipment will pass to Customer upon delivery to the applicable Customer Facilities.

#### **5.3. Default**

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

#### **5.4. Maintenance Services for Purchased Equipment**

If Customer elects to receive Maintenance Services for Purchased Equipment, Customer shall do so under a separate Order under the Agreement for such Maintenance Services.

#### **5.5. Agreement Provision Exclusions**

The following Agreement provisions do not apply to Orders for an outright purchase of Purchased Equipment: Sections 2.1(c)(ii) - (iii); 2.4(b)-(j); 2.5(b)(i); 2.9; 4.4; and 4.6.

## **MAINTENANCE SERVICES MODULE**

### **6. TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES**

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

#### **6.1. Maintenance Services**

As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to Equipment to which Xerox does not hold title, or as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does

not offer Maintenance Services, such Equipment will be designated as “No Svc.” This Module does not apply to maintenance of Third Party Hardware. Maintenance that Xerox provides on Third Party Hardware will be provided in accordance with the terms of the applicable Order.

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

## **6.2. Repairs and Parts**

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

## **6.3. Hours and Exclusions**

Unless otherwise set forth in an Order, Maintenance Services will be provided in areas accessible for repair services during Xerox’s standard working hours. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox’s published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

## **6.4. Installation Site and Meter Readings**

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

## **6.5. Remedy**

As Customer’s exclusive remedy for Xerox’s failure to provide Maintenance Services, Xerox will, for 5 years after the installation date of the initial unit or the initial term of the Order, whichever is longer, replace the Equipment with an identical product or, at Xerox’s option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer’s use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days’ written notice to the other party.

## **6.6. End of Service**

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

## SOFTWARE LICENSE MODULE

### 7. TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

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

#### 7.1. 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). 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).
- b. 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).
- c. 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.
- d. Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

#### 7.2. 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 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.

- 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 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 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 increase Software license fees and support fees for Application Software annually by an amount no greater than the CPI Adjustment Percentage.

**7.3. 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.

**7.4. 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'S LEGAL  
NAME>>

XEROX CORPORATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Region 4 ESC MPS Contract #R191104**  
**Xerox App Gallery Enterprise Price List**  
**1/10/2023**

App	Description	List Price	Contract Price	% Discount	Subscription Type (Fair Usage)
<b>Xerox Translate &amp; Print</b>	Provides instant, machine translations via your Xerox multifunction printer (MFP). Simply scan the document and receive a translation print in one of 44 languages.	\$17 per month, per device (1000 scans per year)	\$3.50 per month, per device	79%	Fixed Service Charge per Single Device per month for agreed contract duration. Transaction allowance: 100 per contracted license per month
<b>Connect for Concur</b>	Connector app linking users directly to the Concur service from the Xerox Multifunction Printer to streamline the expense reporting process. Scan multiple receipts at once then preview the scan before submitting into the Concur expense system.	\$58.25 per month (10,000 scans) - unlimited devices	\$3.50 per month, per device	93%	Fixed Service Charge per Single Device per month for agreed contract duration. Transaction allowance: 1500 per contracted license per month
<b>Connect for DocuSign</b>	Connector app linking users directly to the DocuSign service from the Xerox Multifunction Printer to help eliminate approval bottlenecks, speed up your paper processes, and keep essential agreements moving forward.	\$14 per month, per device	\$3.50 per month, per device	75%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for Exchange Online</b>	Quickly digitize hard-copy documents at your Xerox ConnectKey enabled multifunction printer. Easily select recipients from the global or personal address book and send the scanned document as an attachment through your Exchange account	\$5 per month, per device	\$3.50 per month, per device	30%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for NetSuite</b>	Connector app linking users directly to the NetSuite service from the Xerox Multifunction Printer help optimize how you work with documents. Whether capturing hardcopy documents for human resources or printing those invoices from the accounting software, this app helps keep your company running as efficiently as your NetSuite business management software.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for Sage Accounting</b>	Connector app linking users directly to the Sage Accounting service from the Xerox Multifunction Printer to alleviate the manual processing, multiple steps, and errors that can slow you down. Make it easier than ever to scan invoices and payments directly into desired ledgers within your Sage account.	\$75 per month (2,000 scans) - unlimited devices	\$3.50 per month, per device	95%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for Sage Intacct</b>	Connector app linking users directly to the Sage Intacct service from the Xerox Multifunction Printer to alleviate the manual processing, multiple steps, and errors that can slow you down. Make it easier than ever to scan bills and payments directly into desired ledgers within your Sage Intacct account.	\$75 per month (2,000 scans) - unlimited devices	\$3.50 per month, per device	95%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for Salesforce</b>	Connector app linking users directly to the Salesforce platform from the Xerox Multifunction Printer. Reduce the need to manually enter data into your CRM by instantly digitizing and organizing your most important client documents for timely review and follow-up. Use this app to easily access and search documents within your Salesforce account for printing or scan hardcopy documents into account folders right at the device.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for SignNow</b>	Connector app linking users directly to the SignNow service from the Xerox Multifunction Printer. Helps eliminate approval bottlenecks, speed up your e-signature processes, and keep essential agreements moving forward. Save time and money by signing your documents right at the panel of your Connect Key enabled device.	\$5 per month, per device	\$3.50 per month, per device	30%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect 2.0 for Box</b>	Connect 2.0 for Box <sup>®</sup> is a Xerox <sup>®</sup> connector app to the Box <sup>®</sup> cloud storage service. Use this app to easily print from or scan to an individual or shared Box <sup>®</sup> account. As more organizations and workers are leveraging the convenience of cloud storage services, this app makes it easier to digitize documents, collaborate and work on the go.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for Google Drive</b>	The Xerox Connect for Google Drive™ app makes it safe and intuitive to digitize documents. With this app and your ConnectKey <sup>®</sup> enabled device, easily print from or scan to an individual or shared Google Drive™ account.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions

<b>Connect for OneDrive</b>	The Xerox Connect for Microsoft® OneDrive app makes it safe and intuitive to digitize documents. With this app and your ConnectKey® enabled device, easily print from or scan to an individual or shared Microsoft® OneDrive account.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for Microsoft 365</b>	The Xerox Connect for Microsoft® 365 app makes it safe and intuitive to digitize documents. With this app and your ConnectKey® enabled device, easily print from or scan to an individual or shared Microsoft® 365/Sharepoint account.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for Evernote</b>	With the Xerox® Connect for Evernote on your Xerox® ConnectKey® Technology-enabled multifunction printer (MFP), you can securely scan and print directly to and from your Evernote account. Storing and sharing your notes has never been simpler.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for RMail</b>	For customers needing a comprehensive and secure email solution, the RMail® service delivers HIPAA and GDPR compliant security integrated with the popular email systems. The Xerox® Connect for RMail App along with your ConnectKey® enabled device links directly with the RMail secure email service.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for Blackboard</b>	Connect for Blackboard is a Xerox® connector app to Blackboard Learn™, the popular learning management system for higher education. Teachers and students can accelerate collaboration and simplify the process for uploading and storing documents into Blackboard for their classes. Use this app to scan hardcopy course materials such as assignments and handouts into course folders right at the device.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for Moodle</b>	The Xerox Connect App for Moodle helps by easily digitizing hardcopy documents. Conveniently authenticate at the printer once and access a Moodle account, browse a Moodle folder structure, and upload coursework, assignments, notes and more. With the helpful print feature, users can lower costs by printing on demand.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for Remark Test Grading</b>	Connect for Remark Test Grading is a Xerox® connector app to Gravic's powerful cloud-based test grading service. Now teachers can spend less time grading and more time teaching. Teachers can access the Remark Test Grading Service at the MFP and print bubble tests for their class, scan in the completed answer sheets, and generate instant results.	\$14 per month, per device	\$3.50 per month, per device	75%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Xerox Note Converter</b>	With Xerox® Note Converter and your Xerox® Connect Key enabled device, quickly convert your notes into an MS Word document or text file sent to you digitally. Easily edit and share your notes with everyone in that important meeting you just left, saving you precious time.	\$5 per month, per device	\$3.50 per month, per device	30%	Fixed Service Charge per Single Device per month for agreed contract duration. Transaction allowance: 1500 per contracted license per month
<b>Connect for Clio</b>	With Xerox® Connect App for Clio, extend the reach of Clio's leading cloud-based software for legal practice management. Quickly digitize hard-copy case files and other legal documents at your multifunction printer. Or browse and print files from your Clio account.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Connect for iManage</b>	With Xerox® Connect App for iManage, optimize the power of iManage, a robust document and email management software for law firms, corporate legal departments, and professional services firms. Use this powerful tool to help digitize hard-copy files and print important documents from any Xerox® ConnectKey® Technology-enabled MFP.	\$10 per month, per device	\$3.50 per month, per device	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Xerox Auto Redaction</b>	Xerox® Auto-Redaction takes advantage of cutting-edge AI technology in Google's Data Loss Prevention (DLP) software, that allows for you to select preset Personally Identifiable Information (PII), or custom words and phrases, then automatically redact it.	\$69.00	\$3.50 per month, per device	95%	Fixed Service Charge per Single Device per month for agreed contract duration. Transaction allowance: 2000 scan pages per contracted license per month

<p>Capture and Content</p>	<p>Simplify and automate tasks, ensuring documents are sent directly to the systems your business relies on. With the Xerox® Capture &amp; Content App, scan your documents into the Xerox® Capture &amp; Content Services platform, integrating into centrally managed workflows.</p> <p>Xerox® Capture &amp; Content Services delivers intelligent capture capabilities and enables the classification of documents, the automated extraction of data, as well as routing and integration of information into downstream line of business systems and content management platforms.</p> <p>After receiving the documents, our Global Capture Platform combines the scanned pages from the MFP with documents coming from other sources (including ad-hoc scanning, batch scanning, on-and off- site scan centers and/or electronic documents) transforming, processing, managing and delivering important data and metadata directly into the business processes that need it.</p> <p>The Capture &amp; Content App requires a Xerox® Capture &amp; Content Services account with the distributed workflow pre-configured by a site administrator and works on Xerox® AltaLink and VersaLink devices with scanners only.</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>
<p>Connect for XMPiE</p>	<p>With the Xerox Connect app for XMPiE you can have instant access to over 50 beautiful templates, through which you can experience the power of XMPiE and create personalized content. Holiday cards, Birthday Cards, Calendars and so much more are just one touch away on your ConnectKey enabled device. Please enjoy the Xerox Connect app for XMPiE for free to access templates and personalize them for immediate print.</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>
<p>Quickbooks Online</p>	<p>Connect for QuickBooks Online is a Xerox® connector app, linking users directly to the service to streamline the expense reporting process. Eliminate hassles and inefficiencies in the expense reporting process with a few simple steps at the MFP. Use this app to scan multiple receipts at once, preview the receipts, edit the data fields, submit, and even notify the approver right at the device. Users must have an existing QuickBooks Online account and access to a computer to link the app to their QuickBooks Online account via the Xerox® Connect for QuickBooks Online portal. The portal to link the two can be found at <a href="https://login.xeroxreceipts.com">https://login.xeroxreceipts.com</a></p>	<p>\$20.00</p>	<p>\$3.50</p>	<p>83%</p>	<p>Fixed service charge per single Device per month for agreed contract duration. Subscription Allowance: 100 receipts per contracted license per month</p>
<p>Scanning App for DocuShare</p>	<p>This v2.0 update enables easy installation of a DocuShare® Flex or DocuShare® pre-configured workflow button onto a Xerox multifunction printer, from inside or outside a company firewall, to enable scanning of documents into business workflows. Requires an existing account on a DocuShare Flex or DocuShare server with workflow buttons pre-configured by a site administrator. Minimum supported server versions are DocuShare 7 with ConnectKey for DocuShare 1.5.10 and higher, or DocuShare Flex 2.5 and higher. Note: DocuShare 6.6.1 is not supported in this release. See the Xerox® Scanning App for DocuShare® Software Quick Start Guide for further details.</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>
<p>Xerox Content Hub</p>	<p>The Content Hub App is part of the Xerox Content Hub service. It provides organizations with a simple way to create a cloud-based repository of documents that can be securely accessed 24/7 from wherever employees are and wherever they need to print from. Documents can be selected, customized and printed directly from any Xerox ConnectKey-enabled printer or remotely via a desktop or mobile device. Learn more at <a href="https://help.xmpie.com/ContentHub/index.htm">https://help.xmpie.com/ContentHub/index.htm</a>.</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>

<p>Xerox ID Checker</p>	<p>ID fraud is real, and manual detection can lead to failure rates of up to 50%. The Xerox® ID Checker App makes protecting businesses from ID fraud easy. Now staff can check the validity of an ID document in seconds. Captured data can be automatically exported for custom onboarding workflows. Manual steps are eliminated, so risks of error are reduced. And you can relax, knowing your business is safe.</p> <p>Xerox® ID Checker can help prevent fraud and make it easier than ever to scan global ID documents.</p> <p>Allows the scanning of typical ID documents like drivers' licenses, passports and country IDs. Review the scan with a clear scan preview, both front and back. Receive instant feedback right from the Xerox ConnectKey enabled device. Email or Print the Certificates of Authenticity.</p> <p>Instantly verify IDs with the Xerox ID Checker App.</p> <p>Trial the Xerox ID Checker App No Charge for 30 days or 15 verifications. A subscription can be purchased via the subscribe button once the trial period ends.</p>	<p>\$99.00</p>	<p>\$50.00</p>	<p>49%</p>	<p>Fixed service charge per single Device per month for agreed contract duration. Subscription Allowance: 100 verifications per contracted license per month</p>
<p>Connect for DocuShare Go</p>	<p>With Xerox® Connect App for DocuShare® Go users can connect Xerox® ConnectKey® Technology-enabled multifunction printers directly and securely to their DocuShare® Go account.</p> <p>Using this app, you'll be able to quickly navigate to find files or folders allowing you to print or scan documents in just a few clicks. Utilizing the Intelligent Capture Recognition / Optical Character Recognition (ICR / OCR) of DocuShare® Go, scanned documents can be tagged with key metadata, even handwritten text can be recognized and tagged for easy retrieval automatically.</p> <p>Printing is secure, on-demand and from any location where the Connect App for DocuShare® Go has been installed, helping you to print only when and what is needed yet avoiding sensitive documents being left on output trays.</p> <p>Key App features</p> <ul style="list-style-type: none"> <li>Directly connect ConnectKey enabled MFP securely to DocuShare® Go accounts.</li> <li>Easy navigation to find documents to print or folders to scan in to.</li> <li>Preview files before submitting for print or scan, helping to avoid wasted prints or incorrect scans being sent.</li> <li>Supports Single Sign On convenience authentication when paired with a supported authentication solution*.</li> </ul> <p>Supported file formats for Print: Microsoft® Office, PDF, Apache™ OpenOffice™, TIFF, JPEG, PNG, GIF, TXT, RTF, EML, XPS, PS and PCL®</p> <p>Supported output file formats for Scan: PDF, PDF/A, XPS, TIFF, JPEG, DOCX, XLSX, PPTX</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>



<p>Connect for Dropbox</p>	<p>Organizations and workers are leveraging the convenience of cloud storage services. The Xerox Connect for Dropbox™ app makes it safe and intuitive to digitize documents. With this app and your ConnectKey® enabled device, easily print from or scan to an individual or shared Dropbox™ account.</p> <p>Xerox Connect for Dropbox™ can:</p> <p>Use your company's Exchange credentials at login. Navigate your folder structure and then easily scan your hardcopy document. Quickly print one or multiple documents.</p> <p>This connector supports single sign on authentication when using a supported authentication solution*.</p>	<p>\$10.00</p>	<p>\$3.50</p>	<p>65%</p>	<p>Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions</p>
<p>Scan to Cloud Email</p>	<p>Xerox® Scan to Cloud Email</p> <p>A free app that provides a simple and secure alternative to multifunction printer (MFP) email capabilities. Easily install this app in minutes to scan hardcopy documents and send to one or multiple email addresses. A simple easy to use app that is made for your Xerox® ConnectKey® enabled device at home, or in the office.</p> <p>With Xerox Scan to Cloud Email, you can:</p> <p>Send to one or multiple email recipients. Save and edit up to 50 recipients within the app. Edit the name of your scan and add date and time with one touch. Easily add a reply address so your recipients know where to reply. Type an email message at the device user interface.</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>
<p>Clean Hands Reminder</p>	<p>Need to remind yourself or others about the importance of washing hands? The "Clean Hands Reminder" screen saver style app is now available for most Xerox Printers and Multifunction devices. This simple and non-intrusive app reminds users of the importance of hygiene in the workplace. The app displays when the device is inactive. When the user touches any portion of the screen or button, the app exits to the home screen. This app is freely available and applicable to VersaLink, PrimeLink and most AltaLink models. The app will not work on Xerox i-Series or older. To maximize the benefit of the Clean Hands Reminder app ensure you have: 1. Set the app to be the default service on the device (example: Entry Screen Default, Walkup Screen Setting) 2. Set the user interface timeout to the minimum. (example: touch user interface system timeout, system timeout for the device control panel) 3. Set Energy Saver to the longest possible setting (example: Power Saver, Low Power Setting at 60 minutes) Please consult your device's specific user guide for specific details.</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>

Share Patient Information	<p>The Xerox® Share Patient Information App enables your practice to intelligently share patient information with millions of other healthcare professionals, including the ability to scan and store patient information directly to a patient's chart, depending on the capabilities of your EHR. Using the latest healthcare standards for communication, the Share Patient Information App transforms any compatible Xerox® ConnectKey® Technology-enabled device into a HIPAA-compliant, interoperable Healthcare MFP.</p> <p>The Xerox Healthcare MFP is engineered for Healthcare.</p> <p>The Share Patient Information app is Kno2 Connected™. Transform paper into healthcare formatted documents to be sent/stored digitally.</p> <p>Integrated search to accurately identify the patient. *</p> <p>Scan and store information to the patient's chart in your EHR. *</p> <p>Select recipients from the National Provider Directory.</p> <p>Supports fax for healthcare, allowing document exchange with providers still requiring fax.**</p> <p>Dedicated, streamlined workflow for faxing non-patient information.</p> <p>Supports single sign on authentication.</p> <p>*Dependent on the capabilities of your EHR. **Kno2 fax for healthcare is an optional feature of Kno2's Interoperability as a Service.™</p>	Free	Free	n/a	Free
@PrintByXerox	<p>The @PrintByXerox app enables easy printing from email. Submit an email to Print@PrintByXerox.com with any attachments that you wish to print. New users will receive an email confirmation containing a password. Use your password at a Xerox device running the @PrintByXerox app to release your job(s). For a list of compatible products, please check Xerox.com.</p>	Free	Free	n/a	Free
Touchless Access	<p>Touchless technology helping make the workplace safer for everyone. The Xerox® Touchless Access App enables your Xerox office multifunction device to be accessed from your smart phone – without having to connect to the local network.</p> <p>This app is available No Charge of charge and applicable to all VersaLink and AltaLink devices. When the user scans the QR code with their smart phone, a simple mobile web portal opens to allow the user to access core services of copy, scan and print.</p> <p>To achieve touchless workflow, set your Touchless Access App as the default service on the device.</p> <p>To optimize the Touchless Access App's user experience: Set your device's Energy Saver to the longest possible settings and Configure Scan to Email on your device.</p> <p>Please consult the Touchless Access App's Quick Start Guide from the Documentation link below and your device's specific user guides for setup details and instructions.</p>	Free	Free	n/a	Free
Auto Copy	<p>Would you like to automatically copy documents without interaction with the touch screen? The Xerox® Auto Copy App saves time by producing copies when you place your documents in the document feeder.</p> <p>With this app and a simple setting, the Xerox® Auto Copy App can be your default screen, making it easy to create copies.</p> <p>Auto Copy features:</p> <p>Set Auto Copy as the default screen, for repeated copying. Copying will start after 7 seconds of placing originals in document feeder.</p> <p>Authenticated users can customize personal copy defaults easily within the app.</p> <p>Please see the Quick Start Guide for further details in the support documentation below.</p>	Free	Free	n/a	Free

<b>Quick Link</b>	Every business is unique with a myriad of IT related requirements and processes. The Xerox® Quick Link App is self-support made simple. Easy to connect. Fast to print. With the Xerox® Quick Link App on your Xerox® ConnectKey® Technology enabled devices, you can quickly connect to your laptop, desktop computer or mobile device through a simple email or QR code scan.	Free	Free	n/a	Free
<b>Scan with Print</b>	<p>Maximize your productivity with Xerox® Scan with Print by combining common multi-function printing tasks into one, easy to use app. Simply save presets to perform multiple tasks in a single scan, such as scanning to a location and receiving a print simultaneously on a Xerox ConnectKey enabled device.</p> <p>Xerox® Scan with Print can speed up multi-step document processes with features like:</p> <p>Perform various processes once without having to scan multiple times.</p> <p>Scan your original document to a location and simultaneously receive a print.</p> <p>Choose single or multiple destinations: scan to email, SMB, and SFTP network locations.</p> <p>Split large documents by any number of pages with the job splitting feature.</p> <p>Save time with the Preset feature by storing the frequently used combination that works for you.</p> <p>Simple configuration: Once and then done, with no confusing settings or steps.</p> <p>Speed up document-centric processes and gain productivity with Xerox® Scan with Print app.</p> <p>Trial the Xerox Scan with Print app No Charge for 30 days. A subscription can be purchased via the subscribe button once the trial period ends.</p>	\$5.00	\$3.50	30%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
<b>Summarizer</b>	<p>There is an immense amount of text and data generated in news articles, social media articles, blog posts, etc. Creating summaries can be extremely time-consuming, therefore the need to automatically summarize information is on the rise. Xerox® Summarizer App creates a summary of documents for viewing, printing, and emailing, right on a Xerox® ConnectKey® enabled device. With the help of artificial intelligence (AI), Xerox® Summarizer condenses dozens or even hundreds of pages by reducing the original scanned document to a percentage of the original or can create a short and concise interpretation of the source text. A quick and useful way to summarize textual data to reduce reading time, help with research, or identify the main idea of material for a relevant and fast uptake of information.</p> <p>With Xerox® Summarizer, you can:</p> <p>Easily preview your summary on the fly at the user interface.</p> <p>Email the result in PDF or Microsoft Word format.</p> <p>Print a copy of the summary right from the device.</p> <p>Summarize 2 different ways.</p>	\$49.00	\$3.50	93%	Fixed service charge per single Device per month for agreed contract duration. Subscription Allowance: 100 credits per contracted license per month
<b>Support Assistant 3.3</b>	<p>Help customers gain insight into open service and supplies incidents at the device UI. Users see simplified, friendly messages relating to open tickets in XSM, thereby reducing calls to operations teams. Supported scenarios include open and closed service incidents, as well as open, closed, monitoring, and shipped supplies incidents.</p> <p>Note: This application is only supported for Xerox Managed Print Services Accounts.</p>	Free	Free	n/a	Free
<b>Xerox App Gallery</b>	The Xerox App Gallery is your gateway to a growing collection of downloadable apps designed to transform the way you handle documents and data. Apps from the Xerox App Gallery simplify repetitive or complex processes and extend your printer's capabilities. With these easy-to-use apps, your Xerox® ConnectKey® Technology-enabled printer or MFP (multifunction printer) transforms into a well-connected, always-accessible workplace assistant. With this app, you have immediate access to a growing collection of apps right at the device.	Free	Free	n/a	Free

NOTE: Custom quote (Added charge) required if Xerox Professional Services is utilized to install and deploy app(s)

**Addendum**  
**Region 4 ESC NO. R191104**

**THIS ADDENDUM** (this “Addendum”) amends the terms and conditions of the order identified by WU# <<INSERT 6-DIGIT WORKUP #>> to which it is attached under Services Contract # <<INSERT 7-DIGIT CONTRACT NUMBER>>-<<INSERT 3-DIGIT ORDER EXTENSION #>> (the “Order”), by and between <<INSERT CUSTOMER NAME>> (“Customer”) and Xerox Corporation (“Xerox”).

1. **Selected Application(s):** Please select the Application(s) and license quantities you, as the Customer, are ordering in Attachment A to this Addendum, which are available in the Xerox App Gallery located at: <https://appgallery.services.xerox.com>. Customer’s acquisition of these applications is subject to the terms and conditions of the Xerox App Gallery Addendum signed by Customer on the order identified by WU # <<INSERT WORKUP # FROM ORDER THAT INCLUDED THE FULL APP GALLERY ADDENDUM FORM # 52629>>.
2. The effective date of this Addendum is the effective date of the Order to which this Addendum is attached. In the event of a conflict between the terms and conditions of the Agreement or Order and this Addendum, this Addendum will control. Unless otherwise defined herein, capitalized terms shall be as defined in the Agreement. Except as specified in this Addendum, all other terms and conditions of the Agreement shall remain in effect as stated.

**Addendum  
Region 4 ESC NO. R191104**

**Attachment A**

**CK Apps with Subscription Fee and Unlimited Volume**

App Name	Subscription Type	Device License Quantity
<b>Add Name</b>	Fixed service charge per single Device per month for agreed contract duration.	Device licenses
<b>Add Name</b>	Fixed service charge per single Device per month for agreed contract duration.	Device licenses

**Addendum**  
**Region 4 ESC NO. R191104**

**Attachment A (continued)**

**CK Apps with Subscription Fee and Defined Volume**

App Name	Subscription Type	Device License Quantity
<b>Add Name</b>	Fixed service charge per single Device per month for agreed contract duration. <b>Subscription Allowance:</b> 1500 receipts per contracted license per month	Device licenses
<b>Add Name</b>	Fixed service charge per single Device per month for agreed contract duration. <b>Subscription Allowance:</b> 100 invoices per contracted license per month	Device licenses

**Workflow Central Platform with Subscription Fee and Defined Volume**

Name	Subscription Type	Check the "Selected" box for the desired Subscription Type (only choose one)
<b>Add Name</b>	Fixed service charge for unlimited Devices per month for agreed contract duration. <b>Subscription Allowance:</b> 15,000 credits per month	<input type="checkbox"/> Selected
<b>Add Name</b>	Fixed service charge for unlimited Devices per month for agreed contract duration. <b>Subscription Allowance:</b> 25,000 credits per month	<input type="checkbox"/> Selected