



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 9/7/2022.

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).
See Notes on attached page

Submitted By: Rachael Jones Turner

Approved by Email: Date 9/12/2022 | 3:54 PM CDT

Title: Director, SLED Cooperative Contracts

Denied by Email: Date _____

Email Address: Rachael.Jones.Turner

Region 4 ESC: Robert Eigelmann
DocuSigned by:
0B1D33BB0130490...

Xerox is requesting to expand our offerings under the Region 4 ESC Contract #R191104. Xerox is a leading provider of Information Technology and related Software and Services to assist government, healthcare and education entities in managing, storing and retrieving data and documents. This includes IT Hardware, Services & Software under the Scope of Products and Services 4, 5, 6, 7, 8 and 9 under the Region 4 ESC Solicitation #19-11, including but not limited to:

- IT Hardware
 - o Workstation, PCs and peripherals
 - o All forms and manufacturers of tablets, Chromebook, etc.
 - o Servers
 - o Data storage
 - o Network and end point devices
 - o Mobility and mobile devices
 - o Printers
 - o Copiers/Multi-function Devices
 - o Fax and Scanners
 - o All other IT Related Hardware
- IT Software
 - o Software Licensing
 - o Cloud-based application
 - o On-premise and off-premise software
 - o All other IT-related Software & Cloud applications
- IT Services
 - o Consulting Services
 - o Implementation and Transition Services
 - o IT Staffing & Staff Augmentation
 - o Warranty/Product Protection
 - o All other IT-related Services

The attached document labeled 'Amendment for IT Services to Region 4 ESC Contract #R191104'. This is actually an amendment to your master agreement. The purpose of this amendment is to 1) acknowledge and make part of the master the order time terms and documents that will be provided to the end user to enable the sale of IT Services. In addition, it establishes that authorized Xerox Business Solutions companies will receive purchase orders and invoice directly for these services while further defining that Xerox will continue to be responsible for all required quarterly reporting to Omnia Partners and accountability for all contracts.

The second set of documents labeled as 'Attachment' will be provided at order time to the end user procuring these services. They consist of:

- 1) Attachment 1: Xerox IT Services Master Terms Template. When procuring IT Services, due to the uniqueness of the offer, this document would replace the Services Master Agreement, which was Attachment E in the Master Agreement.
- 2) Attachment 2: Xerox IT Services Statement of Work will be developed and provided to the end user based on the solution being offered. It provides all the specifications, implementation and unique SLA's of the offer.
- 3) Attachment 3: Xerox IT Services Non Action Waiver would only be provided when the solution is being implemented in conjunction with older versions of the customers

infrastructure. This identifies that the customer understands there is a differential and potential limitations based on the customer's existing infrastructure.

- 4) Attachment 4: Xerox IT Services Quote Terms and Conditions. This is the document that identifies any third party hardware that is being procured to support the solution. All of the terms and conditions on this document are consistent with the master agreement terms and conditions with the addition of this one provision in the first paragraph- , **Products manufactured or licensed by a third party are provided to You subject to the third party manufacturer's or licensor's warranty and license terms and conditions. To the extent there is a conflict between the third party manufacturer's or licensor's terms and conditions and the Region 4 ESC Contract or this Agreement, the third party manufacturer's or licensor's terms and conditions shall control.** This provision sets the precedence for the 3rd Party manufacturers licensing terms.

The final attachment is the Xerox IT Services Rate Card.

**AMENDMENT for IT Services
TO
Region 4 ESC Contract # R191104**

This AMENDMENT ("Amendment") for IT Services to the contract # R191104 ("Agreement") is effective on the date signed by both parties ("Amendment Effective Date"), by and between Region 4 Education Service Center ("Region 4 ESC") and Xerox Corporation ("Vendor").

WHEREAS, Vendor was awarded a Region 4 ESC contract # R191104 for Copiers and Printer, relating to the provision of services by Vendor to Region 4 ESC and its Members;

WHEREAS, both parties agree that certain terms within the Agreement shall be updated and amended;

WHEREAS, Vendor and Region 4 ESC desire to amend the Agreement only to the extent as hereunder provided; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. This Addendum incorporates by reference all the provisions of the Master Agreement. From and after the Amendment Effective Date, each reference in the Master 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 Master Agreement as amended by this Addendum.

2. The Parties hereby agree to add the following applicable IT Services Master Terms template, IT Services Statement of Work template, IT Services Quote Terms and Conditions and IT Services Non-Action Waiver to the Xerox IT Services Product active under Appendix B: Product/Services Specification of the Master Agreement:

"Xerox IT Services with the applicable IT Services Master Terms template, IT Services Statement of Work template, IT Services Quote Terms and Conditions and IT Services Non-Action Waiver"

3. Pursuant to Section 4.9, Adding authorized distributors/dealers, of the Agreement, the parties agree that Purchase Orders and Payment can be made to the following Xerox companies:

"Xerox Corporation includes Xerox direct sales force and all Xerox Business Solutions (XBS) companies which are wholly owned subsidiaries of Xerox Corporation. The XBS companies are included in the Master Agreement. The parties further agree and acknowledge that Xerox shall utilize Xerox Financial Services, Dell Financial Services, HP Financial Services and Wells Fargo for leasing transactions under the Agreement. All Xerox IT Services orders and PO's under the Region 4 ESC Agreement for Xerox

**AMENDMENT for IT Services
TO
Region 4 ESC Contract # R191104**

will be processed through a centralized contracting system to ensure consistency across all Xerox companies throughout the US however individual orders will be written on the XBS company's paper and will be invoiced directly by the XBS company. Xerox will continue to be responsible for all required quarterly reporting to Omnia.

4. The parties acknowledge and agree that as of the Amendment Effective Date that the Agreement, as amended, was in full force and effect.
5. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

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[INSERT LOGO]

IT MASTER SERVICES AGREEMENT

This **Master Services Agreement** (“**Agreement**”) is entered into by and between [CORE], a Xerox Company, a [state and legal entity] with a principal place of business at [Address] (“**Company**”), and _____, a _____ corporation with a principal place of business at _____ (“**Customer**”) and shall be effective as of the date the last signature is affixed hereto (the “**Effective Date**”) upon the terms and conditions set forth below. It is the intent of the parties that Services acquired hereunder be acquired under the auspices of the Region 4 ESC Contract between Region 4 ESC and Xerox (the “**Region 4 ESC Contract**”). Therefore, the terms and conditions of the Region 4 ESC Contract are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the Region 4 ESC Contract and this Agreement will be resolved in favor of this Agreement. In addition, certain Third Party Materials manufactured or licensed by a third party may be incorporated into the Services or solutions acquired hereunder, and those Third Party Materials are provided to You subject to the third party manufacturer’s or licensor’s warranty and license terms and conditions. To the extent there is a conflict between the third party manufacturer’s or licensor’s terms and conditions and the Region 4 ESC Contract or this Agreement, the third party manufacturer’s or licensor’s terms and conditions shall control.

1. Definitions.

- 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. “**Customer Materials**” means the software, hardware, systems and network located on Customer’s premises or utilized by Customer for which Company requires access in order to perform the Services except for Company Materials and Third-Party Materials.
- c. “**Confidential Information**” means any information regarding the material terms and conditions of this Agreement and any business information of a party hereto which, if furnished in a tangible form to the other party is marked as confidential or with a word or words of similar meaning (such as, by way of example only, “Proprietary”) or, if disclosed orally, is identified as confidential at the time of disclosure and confirmed in writing to the other party hereto as confidential within a reasonable time thereafter, and which is treated as confidential by the disclosing party. Confidential Information may relate to and include a party’s sales, marketing, financial, cost, product, or business plans and projections and employee and vendor information. The parties do not intend to disclose confidential technical information hereunder, and will do so only under the auspices of a separate agreement. Confidential technical information includes, but is not limited to, computer programs, source code, and algorithms. The terms and conditions of this Agreement, any SOWs, amendments, exhibits and/or schedules hereto, Company Work shall be considered Company’s Confidential Information whether or not marked or otherwise identified as confidential at the time of disclosure or confirmed as confidential in writing after disclosure.
- d. “**Deliverable**” means the Company Materials, Third-Party Materials, and other subject matter that Company (a) actually provides to Customer in connection with this Agreement or (b) is required to provide to Customer under this Agreement as identified in an SOW.
- e. “**Derivatives**” has the meaning set forth in Section 4(a).

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- f. "**Fees**" shall have the meaning set forth in Section 2(a).
 - g. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patents, copyrights, trade secrets, trademarks, trade names, services marks, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - h. "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
 - i. "**Losses**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and other costs and fees incurred in enforcing any right to indemnification hereunder and the cost of pursuing any applicable insurance.
 - j. "**Reimbursable Expenses**" has the meaning set forth in Section 2(a).
 - k. "**Remote Access Software**" has the meaning set forth in Section 3(d).
 - l. "**Services**" means the services set forth in the applicable SOW.
 - m. "**Third-Party Materials**" means hardware, software and equipment that Company obtains from a Third-Party and provides to, or installs for, Customer in connection with the Services.
 - n. "**Company Hardware**" means any computer or other equipment or device that is proprietary to Company and provided to Customer hereunder.
 - o. "**Company Materials**" means the Company Software, Company Hardware, and any and all information, data, documents, documentation, materials, inventions, technologies, know-how, works, and other subject matter, including all software, hardware, systems, methods, processes, code, routines, algorithms, or other materials and devices, and all specifications, descriptions, requirements, plans, and reports, that Company or any of its Affiliates, including but not limited to Xerox Corporation, or any of Company's approved subcontractors, conceives, discovers, designs, develops, reduces to practice, prepares, makes, modifies, improves, or, uses (other than Third-Party Materials), exclusively or nonexclusively in connection with the Services or this Agreement, that is actually provided by Company to Customer in connection with this Agreement.
 - p. "**Company Software**" means any and all software (including any software interface or code) that is proprietary to Company or its Affiliates and provided to Customer hereunder, whether (a) without modification, (b) modified by Company under this Agreement, or (c) developed by Company specifically for Customer.
2. **Scope of Work.** This Agreement sets forth the terms and conditions applicable to any Scope of Work ("**SOW**") entered into pursuant hereto. Specifics about Services shall be set forth in a SOW pertaining to a specific project. Once signed by both parties hereto, a SOW, and any attachments thereto, shall become incorporated by reference into this Agreement, and shall (i) expressly reference this Agreement; (ii) be performed in accordance with the terms of this Agreement; (iii) clearly specify the work to be performed by Company; and (iv) specify fees and expenses to be paid by Customer to Company. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of this Agreement will control, unless an SOW makes specific reference to the section of this Agreement that is to be amended in the SOW. Any exceptions expressly agreed upon in writing by Customer and Company pursuant to a particular SOW will apply only for purposes of that SOW, and will not be deemed to in any way to amend, modify, cancel, or waive the provisions of this Agreement for any other SOW.
- a. **Pricing and Payment.** Pricing will be set forth in the SOW ("**Fees**") based upon shared information believed to be complete and accurate. If such information should prove to be incomplete or inaccurate in any material respect, or Customer requests any changes or additions to the SOW, the parties will negotiate in good faith to make appropriate adjustments to the SOW (including pricing). Any adjustments to an SOW must be set forth in writing and signed by both parties as an amendment to the SOW. Expenses incurred by Company in providing the Services will be charged to Customer at Company's

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cost, unless otherwise set forth in the SOW (“**Reimbursable Expenses**”). Services Customer requests Company to perform outside Company’s standard working hours will be at Company’s then standard overtime rates. Where the Services are provided on a time and materials basis: (i) the Fees payable for the Services shall be calculated in accordance with the hourly fee rates for Company personnel set forth in the SOW; and (ii) Company will issue invoices to Customer monthly in arrears for its Fees for time for the immediately preceding month together with a breakdown of any Reimbursable Expenses incurred during that period. Where Services are provided for a fixed price, the total Fees for the Services shall be the amount payable in installment as set out in the SOW together with any Reimbursable Expenses incurred during the installment period and Company shall issue an invoice to Customer for such Fees and Reimbursable expense as the end of a period for which an installment is due.

- b. **Payment.** Invoices are payable upon receipt but not considered delinquent if paid within thirty (30) days from the invoice date. If Customer fails to pay an invoice within thirty (30) days from the invoice date, in addition to any other remedies available by Law, Company may suspend performance of Services and/or require payment of interest on all amounts due under the applicable SOW from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by Law). Customer shall also reimburse Company for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. Customer may not offset any amounts that Company may owe Customer under this Agreement or otherwise. Customer must pay Company via check or electronic funds transfer in U.S. Dollars. Credit cards are not accepted and if Company makes an exception to accept payment via credit card, Customer agrees to pay Company’s then current credit card fee surcharge. If Customer disputes any amount included in an invoice, then (i) Customer must notify Company 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 Company to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all amounts billed. If the dispute is resolved between the parties in Customer’s favor, Company will issue a refund or credit to Customer at Company’s sole discretion.
- c. **Taxes.** Customer shall be responsible for any and all applicable Taxes, which will be included in Company’s invoice unless Customer timely provides valid proof of Customer’s tax-exempt status. “**Taxes**” shall mean any tax, assessment, or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed under this Agreement on amounts payable to Company by Customer for the billing of services and goods of any kind. Taxes include, but are not limited to sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any personal property taxes and taxes on Company’s income. If a taxing authority determines that Company did not collect all applicable Taxes, Customer shall remain liable to Company for such additional Taxes.

3. **Service Obligations.**

- a. **Project Management.** Each party shall maintain within its organization a project manager to serve as such party’s primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services set forth in a particular SOW. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party with respect to an SOW. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. Each party’s project manager will be identified in the pertinent SOW. Each party shall use commercially reasonable efforts to maintain the same project manager in place. If either party’s project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.
- b. **Customer Resources and Cooperation.** Customer shall timely provide such cooperation and assistance as Company reasonably requests to enable Company to perform the Services in accordance with the SOW, including any applicable performance dates set forth therein. Without limitation of the foregoing, Customer shall timely:
- i. perform all obligations identified as customer responsibilities in an SOW;

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- ii. respond promptly, accurately and completely to any requests from Company for instructions, information or approvals reasonably required by Company to provide the Services;
 - iii. except with respect to Third Party Software, Third Party Hardware or as may otherwise be expressly set forth in an SOW, prepare and maintain its facilities and its software, hardware, systems and networks in order for Company to provide the Services, including meeting all necessary network, software and hardware requirements;
 - iv. participate through suitably qualified and authorized Customer personnel in all scheduled meetings; and
 - v. provide all consents, licenses, approvals, and notices reasonably required for Company to perform the Services, whether from third parties or otherwise, and including those specified in an SOW.
- c. **Access.** In connection with the performance of the Services, Customer shall provide Company with all such cooperation and assistance reasonably requested, or as may otherwise reasonably be required, to enable Company to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement, including: (i) reasonable, uninterrupted access, both physical and virtual, to Customer Materials and as necessary Customer's premises; (ii) a safe working environment; and (iii) reasonable access to qualified Customer personnel, including network, systems, operations, and applications personnel.
- d. **Remote Services.** Customer acknowledges and agrees that Company may deliver Services remotely over the internet through the use of software ("Remote Access Software") that contains technological measures designed to collect and transmit to Company certain diagnostic, technical, usage, and related information, including information about Customer's Assets. Customer acknowledges and agrees that Company may collect, maintain, process, and use this information as Company reasonably believes is necessary to perform the Services.
- e. **Effect of Customer Failure or Delay.** Company is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. In the event of any such delay or failure, Company may, in its sole discretion and by written notice to Customer, extend all such performance dates as Company deems reasonably necessary and, where applicable, amend the SOW to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Company may have for any such failure or delay by Customer.

4. Intellectual Property.

- a. **Company Materials.** All right, title and interest in and to (i) the Company Materials and (ii) all works, inventions and other subject matter incorporating, based on or derived from any Company Materials, including all customizations, enhancements, improvements and other modifications thereof (collectively, "**Derivatives**"), regardless of whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with Company. Customer has no right or license with respect to any Company Materials or Derivatives except as expressly licensed under Section 5. Company expressly reserves all other rights in and to the Company Materials and Derivatives.
- b. **Customer Materials.** As between the parties, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted under Section 5(f). Customer expressly reserves all other rights in and to the Customer Materials.
- c. **Third-Party Materials.** All right, title and interest in and to the Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any Third-Party Materials except as expressly licensed under such third-party license agreements.

5. Grants.

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- a. **Company Materials.** Subject to and conditioned upon Customer's payment of the Fees and all other terms and conditions of this Agreement (including, without limitation, Sections 5(c) and 5(d) Company hereby grants to Customer a non-exclusive, perpetual (subject to revocation for breach of this Agreement), fully paid-up, worldwide right to use, display and reproduce the Company Materials only as may be reasonably required for use of the Services and Deliverables for Customer's customary business purposes. Customer shall not, and shall not permit any other person or entity to, access or use any Company Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, with respect to all Company Materials, Customer shall not, except as this Agreement expressly permits:
- i. copy, modify or create derivative works or improvements of the Company Materials;
 - ii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Company Materials to any third party, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
 - iii. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Company Materials or any part thereof;
 - iv. remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Company Materials, including any copy thereof;
 - v. use any Company Materials in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right;
 - vi. use the Company Materials for the development of a competing system, product or service or any other purpose that is to Company's commercial disadvantage; or
 - vii. otherwise use the Company Materials beyond the scope of the license granted under Section 5(a).

Customer's license to the Company Materials shall automatically be revoked immediately upon Customer's use of the Company Materials in a manner not expressly permitted hereunder.

- b. **Third-Party Materials.** All Third-Party Software shall be provided pursuant to the terms of the Third-Party's customary warranty and license agreement (if any). In addition, if Customer orders support for such Third-Party Materials, Customer will do so pursuant to the terms of the Third-Party's customary support agreement, a copy of which (or a link to the online location for such agreement) will be provided to Customer and if required by such Third-Party, Customer agrees to execute such support agreement.
- c. **Xerox Software.** All Xerox Software is provided pursuant to the customary Xerox EULA for such software.
- d. **Hosted Services.** Customer's use of web site(s), web portal(s) or similar point(s) of access in connection with use of the Services shall be subject to the terms and conditions of use contained thereon.
- e. **No Other Use Grants.** Customer acknowledges and agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer under Sections 5(a) through 5(d) shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grants.
- f. **Customer Materials.** Customer hereby grants to Company a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify and create derivative works and improvements of the Customer Materials to perform the Services or to further develop and improve the Company Materials as necessary or desirable to perform the Services and for Company's general development and commercialization of the Company Materials and Derivatives. This license

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commences upon Customer's first delivery of Customer Materials to Company and continues in effect until the termination or expiration of this Agreement.

6. **Confidential Information.** Each party may disclose to the other Confidential Information only as may be necessary to further the performance of this Agreement. Each party agrees to treat the other's Confidential Information in the manner prescribed as follows:

- a. Except as specifically provided herein or otherwise permitted by the other party in writing, each party may disclose Confidential Information of the other party only to those employees, Affiliates, and subcontractors (provided such subcontractors have agreed in writing to protect Confidential Information under terms and conditions no less restrictive than set forth herein) required to have knowledge of same to perform their duties pursuant to this Agreement. Each party shall treat the Confidential Information of the other party with at least the same degree of care as it uses to protect its own Confidential Information, which shall in no event be less than reasonable care.
- b. The foregoing obligations of confidentiality shall not apply with respect to either party's Confidential Information to the extent the recipient can document that it is (i) within or later falls within the public domain through no fault of the party receiving the Confidential Information; (ii) becomes available to the receiving party from third parties who, in making such disclosure, have not breached a confidentiality obligation; (iii) previously known by the receiving party as demonstrated by clear and contemporaneous written records; or (iv) independently developed by or for the receiving party without reference to or use of any Confidential Information, as clearly demonstrated by written or other documentary records.
- c. If the receiving party is compelled by applicable Law or judicial order to disclose any Confidential Information then, to the extent permitted by applicable law, the receiving party shall: (i) promptly, and prior to such disclosure, notify the disclosing party in writing of such requirement so that the disclosing party may seek a protective order or other remedy or waive compliance with this Section 6; and (ii) provide reasonable assistance to the disclosing party, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the disclosing party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by Law to disclose any Confidential Information, the receiving party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, upon the disclosing party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

7. **Term, Extension, and Termination.**

- a. **Term and Extension.** The initial term of this Agreement shall extend from the Effective Date until one (1) year from the termination or expiration of the last effective SOW entered into pursuant hereto, unless both parties choose to extend this Agreement in writing or either party terminates this Agreement as provided below. Each individual SOW shall have the term set forth in such SOW and the terms and conditions of this Agreement shall be deemed to survive any expiration or termination hereof with respect to any such SOWs.
- b. **Termination.**
 - i. **For Convenience.** Unless specified differently in the applicable SOW, either party may terminate this Agreement or any SOW hereunder without cause upon ninety (90) days prior written notice to the other and Customer shall pay Company for all Services and Third-Party Products performed or procured by Company prior to the effective date of the termination and any applicable early termination charges as set forth in an SOW.
 - ii. **For Cause.** Either party may terminate this Agreement and any affected SOW immediately upon written notice if (a) the other party materially breaches this Agreement and such breach is curable but is not cured within thirty (30) days from the date of receipt of a written notice from the non-defaulting party detailing such breach (or such other cure period as the parties may mutually agree upon in writing); or (b) a petition for relief under any bankruptcy legislation is filed by or against the other party, or the other party makes an assignment for the benefit of creditors, or a receiver is appointed and such petition or relief is not dismissed or vacated or such assignment is not rescinded within thirty

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(30) days of being made/filed. Such notice shall be without prejudice to a party's right of recovery of any sums due to it under the terms of this Agreement. Except as otherwise provided in the respective SOW, where any SOW is terminated under this Section 7(b)(ii), Customer shall pay Company for all Services and Third-Party Products performed or procured by Company: prior to the effective date of Customer's notice of the respective breach under 7(b)(ii)(a) where Company is in breach or prior to the effective date of termination where Customer is in breach under 7(b)(ii)(a), and for any termination under 7(b)(ii)(b).

- iii. **Return of Confidential Information and Third-Party Software Rights.** Upon the expiration or termination of this Agreement for any reason, each party shall return to the other, or if so requested, destroy, all Confidential Information in the other's possession or control, except such Confidential Information as may be reasonably necessary to exercise the rights that survive the termination of this Agreement.
- iv. **Results of Termination for Breach by Customer.** In the event Company shall terminate this Agreement for breach by Customer of its obligations under Section 5, Limited Use Grants, all rights granted to Customer thereunder, shall immediately terminate and Customer shall pay Company for any applicable early termination charges.
- v. **Termination of Region 4 ESC Contract.** In the event that the Region 4 ESC Contract expires or is terminated, this Agreement and all Services and SOW's that are in effect at that time shall remain in full force and effect until the expiration or termination of this Agreement or the applicable SOW under the same terms and conditions as if the Region 4 ESC Contract were still in effect.
- vi. **Funding (Applies State & Local Government Customers Only).** Customer represents and warrants that all payments due under this Agreement and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is Customer's intent to use the Services and to make all payments required under this Agreement and any applicable SOW hereunder. If through no action initiated by Customer, Customer's legislative body does not appropriate funds for the continuation of this Agreement or an SOW hereunder for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement or the applicable SOW may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's legislative body does not appropriate funds for such upcoming fiscal year, notify Company that Customer's legislative body failed to appropriate funds. Customer's notice must be accompanied by payment of all sums then owed through the current year under this Agreement or any SOW hereunder and must certify that canceled Services are not being replaced by hardware or a service provider performing similar functions during the ensuing fiscal year.
- vii. **Survival.** The provisions of this Agreement that, by their nature survive this Agreement, shall survive the expiration or any termination of this Agreement. In the event of termination of this Agreement and/or any individual SOWs pursuant to this Section 7(b), all SOWs which are not terminated shall continue in effect for the duration of their respective terms as set forth therein and will remain governed by the terms and conditions of this Agreement.

8. **Warranties.**

- a. **Services Guarantee.** Company will provide those Services set forth in the applicable SOW. If the Services do not meet the service levels set forth in the applicable SOW, Customer must notify Company, in a detailed writing describing the alleged failure, within 30 days of completion of such Services and Company will then, unless set forth otherwise in the applicable SOW, modify such Services so that they perform in accordance with the service levels stated in such SOW within a reasonable time to be agreed between the parties in writing depending upon the complexity of the issue. The foregoing constitutes Company's sole obligation and Customer's sole remedy pursuant to the Services Guarantee set forth herein.
- b. **Company Warranty.** Company represents and warrants to Customer that the Services (including Deliverables) shall perform substantially in conformance with the applicable SOW have been provided

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to Customer and Customer's remedy with respect to any such non-conformance during this period shall be in accordance with the Services Guarantee above. Company further warrants that it has all requisite corporate authority and approvals to enter into this Agreement and that the Services will be performed in a skillful and workmanlike manner according to those industry standards generally prevailing among consultants performing similar services under similar circumstances. Notwithstanding the foregoing, in no event will Company be responsible for any failure to perform the Services to the extent such failure is caused by: (i) equipment, software, services, design implementation, or data streams not selected or supplied by Company, or (ii) Customer's failure to provide Company access to Customer's personnel and systems or to transfer to Company sufficient rights to use and/or modify Customer Software, Customer Hardware and Customer Content as necessary for delivery of the Services.

- c. **Limited Warranty on Third-Party Products.** To the extent that Company uses any Third-Party Products under a SOW as part of the Services, (where the selection of such Third-Party Products is determined solely by Company), Company warrants that such Third-Party Products will operate substantially in conformance with any applicable SOW. If Third Party Products cannot be brought into substantial conformance as specified in the SOW, within a reasonable period of time, and such non-compliance is a result of Company's use of such Third-Party Products, Customer's sole remedy, and Company's sole obligation regarding the foregoing warranty shall be that any fees paid for the non-conforming Third-Party Products shall be refunded to Customer upon the return of those Third-Party Products to Company. Company makes no other warranties with respect to Third-Party Products, including, but not limited to, their design, performance, functionality, non-infringement of intellectual property, or compatibility with Customer's systems. In addition to any warranties already provided to Customer by Third-Party Product manufacturers, Company will pass through to Customer any warranties provided to it by the manufacturer of such Third-Party Products to the extent permissible. If Customer purchases any Third-Party Products that are delivered to Customer or installed at a Customer location, title (except for software which will remain with the licensor) and risk of loss shall pass to Customer upon delivery to Customer. In the event Customer uses Third-Party Products or optional services that are available under Third-Party Products and such services were not included in a SOW, Customer shall pay Company for any costs or expenses incurred by Company for such out of scope services.
- d. **WARRANTY LIMITATIONS / DISCLAIMER. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSES, AND SHALL NOT APPLY TO ANY SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, OR ALTERATION OR MODIFICATION BY CUSTOMER OR ANY THIRD-PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY COMPANY). EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR DELIVERABLES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH AN SOW), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.**
- e. Additional Customer Representations and Warranties. Customer represents, warrants and covenants to Company that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Company and used in accordance with this

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Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable Law.

9. Indemnification.

Company, if promptly notified and given the right to control the defense, shall indemnify, defend, and hold harmless Customer, and its respective officers, directors, employees, agent, 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 Company's negligent acts or omissions, or willful misconduct in connection with this Agreement

10. LIMITATION OF LIABILITY. EITHER PARTY'S RIGHT TO RECOVER DIRECT DAMAGES FROM THE OTHER UNDER THIS AGREEMENT IS LIMITED TO, IN THE AGGREGATE, THE AMOUNT OF SERVICES FEES PAID TO COMPANY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT THAT GIVES RISE TO A CLAIM, PURSUANT TO THE SOW UNDER WHICH THE CLAIM AROSE, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, SERVICES AND/OR ANY SOW EVEN IF ONE OR BOTH OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY AND DAMAGE DISCLAIMER SET FORTH IN THIS SECTION 10 SHALL NOT BE APPLICABLE: (I) TO ANY INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT; (II) TO EITHER PARTY'S ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) IN THE EVENT EITHER PARTY HAS (A) EXCEEDED ITS RIGHTS TO THE OTHER PARTY'S INTELLECTUAL PROPERTY GRANTED UNDER THIS AGREEMENT OR (B) MISAPPROPRIATED OR INFRINGED THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. UNLESS OTHERWISE PROVIDED IN A SOW, CUSTOMER IS SOLELY RESPONSIBLE FOR REGULAR BACKUPS AND OTHER PROTECTION OF ITS DATA AND SOFTWARE AGAINST LOSS, DAMAGE OR CORRUPTION AND CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR RESTORING SUCH DATA AND SOFTWARE. COMPANY, ITS AFFILIATES, AND THEIR SUPPLIERS, VENDORS, LICENSORS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED FROM ANY AND ALL LIABILITY RESULTING IN THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF SUCH DATA OR SOFTWARE.

11. General.

- a. **Independent Contractors and Personnel Responsibility.** Company will provide the Services under this Agreement as an independent contractor and not as Customer's employee, agent, or representative, and nothing set forth herein shall be deemed or construed to render the parties joint ventures, partners, or employer and employee. Neither party is authorized to make any commitment or representation on the other's behalf. Company shall be responsible for and pay all taxes or mandatory assessments imposed by any governmental agency with respect to the payment of Company personnel, agents, and subcontractors. Personnel used to perform Services may be comprised of employees from Company's Affiliates, including Xerox Corporation, and shall be determined by Company in its sole discretion. Company may subcontract all or any portion of the Services to subcontractors selected by Company.
- b. **Non-Solicitation.** For the term of the Agreement and any renewals, and for a period of 1 year thereafter, each party agrees not to hire or solicit (directly or indirectly), for itself or any Third-Party, the services of any employees, agents or independent contractors of the other party with whom it has had contact in the course of the offering, delivery or receipt of any Services under this Agreement, unless it first obtains the prior written consent of the other party. Should either party hire an employee, agent or independent

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contractor of the other party, through employment or otherwise within this time period, in violation of this provision, then that party shall immediately pay as liquidated damages to the other party an amount equal to the hired person's then current annual compensation (or the amount paid to or on behalf of the person during the prior 12 months in the case of an independent contractor).

- c. **Compliance with External Laws and Internal Policies.** Company shall fully comply with all Laws as they apply to Company in the performance of Services, including, but not limited to, OSHA. Customer represents and warrants that all facilities at which the Services are to be performed fully comply with all applicable Law, including, but not limited to, OSHA. Company and its personnel assigned to perform Services will comply with all of Customer's internal policies provided to Company by Customer in writing with respect to security and safety which are reasonable and customary under the circumstances and which do not conflict with this Agreement. Customer agrees to provide Company with reasonable prior notice of such policies and any changes thereto to allow Company to comply with such policies in a timely manner.
- d. **Insurance.** Company shall maintain the following minimum insurance coverage during the term of this Agreement:
 - i. Workers Compensation, at statutory limits;
 - ii. Employers Liability, with \$1,000,000 limit of liability;
 - iii. Comprehensive General Liability, including Products – Completed Operations coverage and Broad Form Contractual with the following limits of liability: (a) \$2,000,000 per occurrence for Bodily Injury and Property Damage and (b) \$10,000,000 General Aggregate;
 - iv. Automobile Liability, with a combined single limit of liability of \$2,000,000 per accident.

Upon request, Company shall provide Customer with a copy of a Certificate of Insurance evidencing the above insurance coverage and shall notify Customer of any material change in such insurance thirty (30) days prior to such change.

If Services are performed on Customer's premises or at another location designated by Customer, Customer shall maintain minimum insurance coverage during the term of this Agreement as set forth above under (i) to (iv) and, upon request, provide Company with a copy of a Certificate of Insurance evidence such coverage and notify Company of any material change in such insurance thirty (30) days prior to such change.

- e. **Notices.** Any notice that may be required to be given under this Agreement shall be in writing. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and addressed in the manner indicated below or at such other addresses as the parties may agree from time to time notify each other. Notices required or permitted under this Agreement shall be sent to:

If to Company:	If to Customer
[Core name]	_____
[Address]	_____
[City, State,]	_____
[Zip Code]	_____
Attn: [Title]	_____

Notices sent in accordance with this Section 11(e). will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile (with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

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- f. **Force Majeure.** Neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control.
- g. **Assignment.** Neither party shall assign this Agreement to any other party without the prior written consent of the other party hereto, which consent shall not be unreasonably delayed or withheld; except that either party may assign its rights and obligations under this Agreement without the approval of the other to: (i) an entity which owns or acquires all or substantially all of the assets of the assigning party; (ii) any Affiliate; or (iii) any successor in a merger or acquisition of the assigning party.
- h. **Severability.** If any provision of this Agreement is held invalid by any law, rule, order or regulation of any government, or by the final determination of a court of last resort, such invalidity shall not affect (i) the other provisions of this Agreement, (ii) the application of such provision to any other circumstance other than that with respect to which this Agreement was found to be unenforceable, or (iii) the validity or enforceability of this Agreement as a whole.
- i. **Waiver.** Failure or delay of either party to exercise any right or remedy under this Agreement or to require strict performance by the other party of any provision of this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. All of the rights of either party under this Agreement shall be cumulative and may be exercised separately or concurrently.
- j. **Controlling Law; Jurisdiction.** This Agreement shall be governed by and construed in all respects in accordance with the Law of the State of [Core's Home State], without, however, giving effect to its conflict of laws rules. In any action to enforce this Agreement, the parties agree to waive their right to a jury trial. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of [Core's Home State] in each case located [Specific City, County], and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- k. **Further Assurances.** Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.
- l. **Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its confidentiality or non-solicitation obligations may cause the other party irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- m. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes to this Agreement must be made in a writing signed by both parties. Any preprinted terms and conditions contained in any purchase orders and acknowledgments issued hereunder shall be of no force or effect.
- n. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

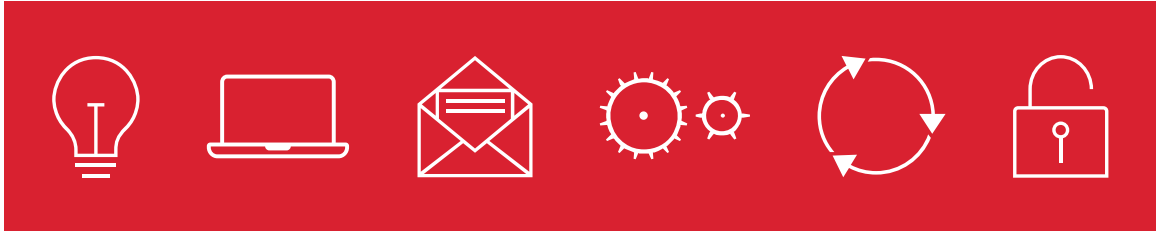
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EXECUTION

IN WITNESS WHEREOF, authorized representatives of the parties have affixed their signatures below as acceptance of this Master Services Agreement:

Customer Name	[Core Name]
Printed Name	Printed Name
Signature	Signature
Date	Date

Xerox® IT Services



Managed Security Operations Services

Statement of Work

Prepared for

COMPANY NAME

Company Primary Contact Name

[Insert Client Logo with permission]

PREPARED BY

XEROX IT SERVICES

Rep Name

Architect Name

October 19, 2020

MANAGED SECURITY OPERATIONS SERVICES STATEMENT OF WORK

Thank you for choosing Managed IT Services by Xerox as your IT support provider. Our mission is to deliver superior IT support to your organization. XEROX's Managed IT Services is focused on ensuring your IT environment is running smoothly to allow you to focus on your business.

MANAGED SERVICES SOW

This Managed IT Services [redacted] Statement of Work ("SOW") is effective as of [redacted] ("Effective Date") by and between Client and Xerox ("Managed IT Services") pursuant to that certain Master Services Agreement ("Agreement") by and between the parties dated [redacted]. Capitalized terms used in this SOW that are not otherwise defined below shall have the meanings in the Agreement or schedules, appendices or exhibits to the Agreement.

PRICING

Premium Plus Level Managed IT Services, 3 Year Term	Monthly Services
<i>Cut and paste from the pricing tool, to replace this table. This action will also tailor the above title to the client's specific deal.</i>	

SAMPLE

VULNERABILITY MANAGEMENT

In-Scope Items

- Vulnerability reporting with priority ratings and remediation guidance.
- Broad asset coverage including servers, endpoints, network devices, operating systems, databases and applications in physical, virtual and cloud infrastructures.
- Continuous asset discovery of all mobile technologies, physical and virtual devices on the network, including unauthorized assets.
- Vulnerability management with multiple scanning options, including passive network monitoring, non-credentialed and credentialed scanning
- Advanced analytics/trending provide contextual insight and actionable information to prioritize security issues associated with security posture of all enterprise assets.

Out-of-Scope Items: (Can be provided on a time and materials basis)

- On-site technical support
- Formal incident response
- Remediation of security issues
- Catastrophic data recovery
- Disaster recovery support

MANAGED BREACH DETECTION

In-Scope Items

- Includes the Vulnerability Management Services as stated above, plus these additional features
- Proactive security monitoring for covered devices (24x7)
- Reactive support for covered devices (24x7)
- Endpoint/host intrusion and breach detection
- Cloud intrusion detection (AWS, Azure)
- O365 integration
- Threat intelligence integration
- Security dashboard access
- Priority access to Xerox IT Security Operations center
- Ongoing network security improvement suggestions
- Security Incident and Event Management (SIEM)
- Log & event correlation
- Asset discovery
- SaaS monitoring*
- BOT net, Command and control detection
- Blacklisted sites, unencrypted password discovery
- Custom notification and escalation plan
- Compliance reporting
- Security incident notification and suggested remediation based on detection
- Validation of remediation
- Ad-hoc and monthly reporting

Out-of-Scope Items: (Can be provided on a time and materials basis)

- On-site technical support
- Formal incident response
- Remediation of security issues
- Catastrophic data recovery
- Disaster recovery support

**An additional project may be required to implement these services*

MANAGED ENDPOINT DETECTION AND RESPONSE

In-Scope Items

- Proactive security monitoring for covered endpoint devices (24x7)
- Reactive support for covered devices (24x7)
- Endpoint intrusion and breach detection
- Threat intelligence integration
- Story line technology for fast RCA and easy pivots
- Active EDR visibility to both benign and malicious data
- Hunt by MITRE ATT&CK® Technique
- Firewall Control for control of network connectivity to and from devices including location awareness
- Device Control for control of USB devices and Bluetooth/BLE peripherals
- Rogue visibility to uncover devices on the network that need agent protection
- Priority access to Xerox IT Security Operations center
- Custom notification and escalation plan
- Security incident notification and suggested remediation based on detection
- Validation of remediation

Out-of-Scope Items: (Can be provided on a time and materials basis)

- On-site technical support
- Formal incident response
- Data recovery beyond built-in rollback for Windows systems
- Disaster recovery support

SUPPORT DETAILS AND REQUIREMENTS

Support Availability

Managed Security Operations Services support representatives are available to provide administrative and technical support to you as required by this SOW between on a 24x7 basis.

Response Time

Priority 1 (critical issues) will be responded to within 15 minutes, Priority 2 issues will be responded to within 1 business hour, Priority 3 issues will be responded to within 8 business hours and all other requests will be responded to within 24 business hours. P1 incidents are defined as issues that could cause a company-wide outage and/or primary business function to stop. P2 incidents are defined as an issue that impacts the ability to conduct business operations with no temporary workaround available. P3 incidents are issues whereby resolution is needed but not immediately impactful. P4 incidents have minimal business impact, can be preventative maintenance, general inquiries. Additionally, both the client and XEROX must commit the necessary resources to resolve all issues.

Yearly Contract Adjustment

Upon expiration of the first year and each subsequent year, this SOW will automatically increase by 5%.

MINIMUM REQUIREMENTS

The Managed Security Operations Services team has identified certain minimum requirements for all of our Clients. These minimum requirements help to ensure the most efficient support of your environment.

- For each sensor deployed it is required to have proper the proper environment and connectivity to support the installation of the sensors, e.g., rack space, power, cooling and network connectivity.
- In cases where the customer cannot utilize a physical appliance for the sensor ,e.g., all cloud infrastructure or other IaaS environment, the client is required to provide the infrastructure to run the software tools utilized to perform these services, e.g., in a client virtual machine (VM). These specific VM requirements can be provided upon request.
- Client must have appropriate business class internet speeds to support remote logging and connectivity to our cloud.
- Client must allow reasonable access and support maintenance windows.
- Client must provide a designated point of contact for billing and technical related issues (this need not be the same contact).

Additional Details

Renewal

If this is a renewal of an existing Managed IT Services agreement, the new agreement start date will be the first calendar day of the month of signature. Billing of the new amount on the renewal will be made in the current month if received before the 20th of the month. If received after that date, the renewal billing will be in full the following month.

Onboarding

An estimated date for onboarding will not be provided until Client signs agreement and credit approval has been obtained. The estimated onboarding date will be dependent on several factors; XEROX will work to accommodate any specific Client operational requirements.

Travel Expenses

Travel is not typically needed for the deployment and ongoing management of this solution. We do require smart-hands at the locations where the sensors will be deployed for initial installation and occasionally, if a sensor needs to be replaced, we can work with this same resource. In the event the client can't supply smart-hands to assist, we will bill travel and labor expense separately.

XEROX-Owned Equipment and Software

XEROX may provide an onsite appliance as part of its services. The appliance provides monitoring and other services as contracted. The XEROX appliance will have a XEROX asset tag and is not for Client use. Client agrees that XEROX owned appliance will be returned to XEROX within 90 days after notice of intent to terminate by either party.

Notes

- In the event hardware or software is modified by Client or is affected by Client modifications, XEROX will provide troubleshooting of hardware and software at an additional time and materials rate.
- Managed IT Services may include local and offsite backups. This is not to be construed as disaster recovery planning or business continuity planning. Disaster recovery and business continuity planning are additional services available from XEROX at an additional cost.

Managed IT Services Certifications

XEROX and Managed Security Operations Services are SOC 2 Type 2 attested.

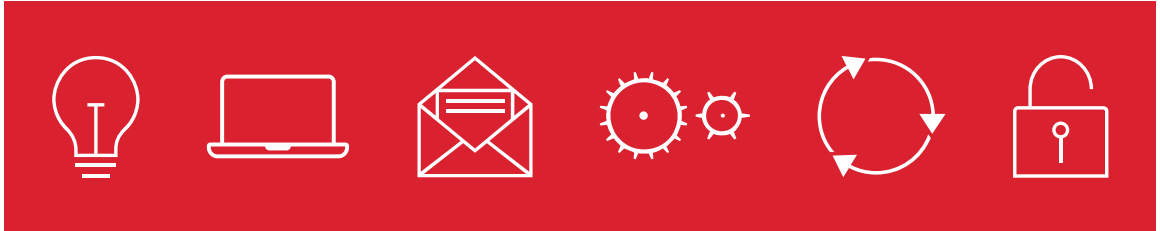
Execution

WITNESS WHEREOF, the parties have executed this SOW, effective as of the last date below.

Company Name	XEROX
Printed Name	Printed Name
Signature	Signature
Date	Date

Version 1.0

Xerox® IT Services



Fixed Fee

Statement of Work

SOW TITLE

Prepared for

COMPANY NAME

Company Primary Contact Name

[Insert Client Logo with permission]

PREPARED BY
XEROX IT SERVICES

Rep Name

Architect Name

March 24, 2020

SUMMARY

Client Name (“Client”) has requested that Xerox IT Services (“Xerox”) perform defined tasks to bring this project to completion. This Statement of Work (SOW) provides for that assistance.

Xerox IT Services provides solutions across Mobility & Collaboration, Cloud & Hybrid IT, and Network & Security. These solutions are delivered through services options, including projects, support services, and staffing.

A Client Success model helps ensure your vision and goals are met through our experienced and certified Client Success Team, supported by world-class automation and a focus on process excellence.

Xerox IT Services is a dedicated team of IT professionals with a proven history of helping clients implement high performance, cost effective, manageable solutions that satisfy their business requirements.

This Professional Services Statement of Work (SOW) is effective as of [REDACTED] (“Effective Date”) by and between Client and Xerox IT Services, pursuant to that certain Master Services Agreement (“Agreement”) by and between the parties dated [REDACTED]. Capitalized terms used in this SOW that are not otherwise defined below shall have the meanings in the Agreement or schedules, appendices or exhibits to the Agreement.

Xerox will use the appropriate blend of consultant(s) and project management to deliver this project. All terms and conditions in this proposal are valid for 30 days from the date of this proposal, unless extended in writing by Xerox IT Services.



FIXED-BID PRICING FOR XEROX CONSULTING SERVICES

CATEGORY	TOTAL COST (\$)	COMMENTS
Consulting Services	\$XX	
Out-of-Town Travel Expenses	\$XX	All work is to be performed remotely

Billing for this project will take place via monthly progress payments based on percentage complete (based on calendar month).

ADDITIONAL NOTES:

- Any work performed outside of the scope of this SOW will be billed at rates negotiated separately.
- Product related to the services in this SOW will be invoiced upon receipt by Client, payable according to the terms on the product invoice(s).
- Any additional consulting and/or project management performed outside the scope of this project will be billed in accordance with Xerox IT Services current rates, which include overtime multipliers for work performed outside of 8:00am-5:00pm local time.

This SOW does not include any formal classroom-based training. Any time spent training Client will be billed at a separately at current rates.

PROPRIETARY NOTICE

This proposal contains confidential information of Xerox IT Services. In consideration of the receipt of this document, Client agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

PROJECT OUTCOMES, DELIVERABLES, AND SCOPE

The goal of this project is to provide Client a successful completion of the project by executing the following tasks:

- List outcomes, deliverables, and scope here

Xerox will perform the tasks under this SOW using a three-phased approach, with the tasks and deliverables associated with each phase as follows:

PHASE 1: PROJECT KICKOFF MEETING

As assigned, the Xerox Project Manager will lead a planning and preparation meeting with Client contacts. During this meeting, Xerox will confirm Client readiness and review the agenda points noted below.

Suggested Client participants are (based on applicability to project):

- Project Owner/Sponsor
- Main Technical POC
- Project Manager (if applicable)

The agenda for this meeting includes a review of the following:

- Scope of the project in this SOW
- Client’s existing architecture
- Bill(s) of material (BOM(s))
- Project timelines, from start to completion, including critical project completion timing requirements
- Targeted completion date based upon agreed to start date with Client
- Client processes (i.e., change control, maintenance windows)
- Client expectations and key success factors (determined/verified during meeting)
- Roles, responsibilities, and points of contact for Xerox and Client (determined/verified during meeting)
- Prepare pre-assessment authorization form

PHASE 2: PROJECT EXECUTION

The tasks below represent work within the scope of this project.

Task One Title (Task Scope—server name, count of sites, etc)		
Activity	Deliverable	Steps
Activity Name Here	How it is to be delivered to the client Different deliverables could be additional cells in this task	<ul style="list-style-type: none"> • The scope of steps needed to accomplish the task in the red task header bar

Task Two Title (Task Scope—server name, count of sites, etc)		
Activity	Deliverable	Steps
Activity Name Here	How it is to be delivered to the client Different deliverables could be additional cells in this task	<ul style="list-style-type: none"> • The scope of steps needed to accomplish the task in the red task header bar

PHASE 3: PROJECT CLOSEOUT

Tasks:

- Complete and deliver final report
- Review the documentation with Client
- As appropriate, transition ongoing support to Client and Xerox IT Services
- Review Client satisfaction and obtain feedback
- Obtain Client signoff on project completion

SECURE SHARING

Xerox will use secure sharing techniques to exchange sensitive information.

WORK PREREQUISITES

The Work Prerequisites for services under this SOW are:

- Xerox must receive one original copy of this document with an authorized signature. Upon receipt, this project will commence as specified under the Project Timeline as agreed by both parties. All dates and times are given to serve for the purpose of reference only and will not be used against either party for award of payment or deliverables.
- Written authorization form to perform testing, Xerox will provide the form to Client.
- Client must designate a single point of contact and a backup contact for communications with Xerox personnel.

PROJECT MANAGEMENT

As assigned, the Xerox Project Manager performs the following activities:

- Facilitates project kick-off and closure meetings
- Tracking hardware and software shipments and deliveries, if applicable
- Development and maintenance of project schedules and plans
- Coordination of weekly/daily status calls with the project team
- Managing the development and updating of deliverables
- Managing risks and issues
- Performance or coordination of other project activities
- Works to ensure client success

CLIENT RESPONSIBILITIES

- Client is responsible for the backup of all data and verification of those backups (i.e., the ability to fully restore and recover data) prior to commencement of this project.
- Xerox requires access to Client personnel for requirements gathering, scheduling, project status and materials review.
- All servers, network devices, and other hardware must have power available, and ready network connectivity, including appropriate name resolution services.
- Client will provide remote access to in-scope devices and/or systems as needed.
- Unless otherwise noted, Client will perform all operating system activities and new installations/configurations with input from Xerox resources. Xerox will work with Client project team to conform to internal standards.
- As required for the project, Client will provide root/admin-level access and physical access to all servers, network devices, and other hardware involved for direct assistance from Xerox resources.
- Unless otherwise noted, Client will provide necessary media/access for software and patch installation, typically DVD-ROM and/or Internet.
- Unless otherwise noted, Client will provide support identifiers for contacting vendor support contracts, and/or provide someone to control and manage the dialog with the vendor support resources.
- Unless otherwise noted, Client will provide necessary licensing and related information/documentation to accomplish services.
- Client will provide a single point-of-contact for Xerox to coordinate with for this project. This person should have knowledge of the target systems, and decision-making authority or timely access to the necessary decision-making authority.
- Client will promptly coordinate and schedule system outages needed for all services. These events will be scheduled to avoid project delays while minimizing business and end user impact.
- Client will provide adequate work area for Xerox personnel, including electrical power, telephone access, and Internet access.

SUPPLEMENTAL BILLING DETAIL

HARDWARE RELEASE AND INVOICING TERMS

All hardware, software, and support contracts on the associated Sales Order(s) are authorized for immediate invoicing upon receipt of shipment to the Client's shipping address provided on the Sales Order(s). The Client agrees to fund the invoice within Xerox's approved account receivable terms and will remit payment via an approved payment vehicle.

Furthermore, the Client understands this does not include any service fees rendered through Xerox, and that all service charges will be accrued as agreed upon via this Statement of Work or Professional Services Estimates to be paid upon milestone or progression billing by calendar month. Please see Project Pricing section on Page 2 for more details.

PROJECT TIMELINE AND SCHEDULE CHANGES

All dates unless agreed upon in advance are subject to change. **A minimum of a two-week notice may be required to schedule resources.**

Client's requested project start date: To be determined

- Once this service has been scheduled, any changes to the schedule must occur at least eight calendar days prior to the schedule date. If Client reschedules this service within 7 days or less prior to the schedule date, there will be a rescheduling fee not to exceed 25% of the Client price for the services.
- Pricing and scope is valid if project work begins within 60 days from the date of signature. Project work will be completed in a continuous manner, if a hold period is required, that period will not span more than 30 days. If more than a 30-day period is required; schedule, pricing, and scope will be reevaluated before project work can recommence.

SUPPORT CALLS

During the course of the project, support calls should be directed to your assigned project manager.

Upon completion of the project, support can be obtained by contacting one of our Resolution Centers at [redacted]. Services will be billed on a Time & Materials basis, or included in a separate Managed Services SOW for ongoing support.

STATEMENT OF WORK CHANGES AND/OR ADDITIONS

Xerox offers a wide variety of consulting services. We will partner with your Company to help you meet every business objective possible. Please make us aware of any changes and/or additions to this SOW or to your business needs. Upon identification of potential scope changes, Client and Xerox will agree on the course of action. As appropriate, Xerox will then proceed to generate a new SOW or Change Request Form.

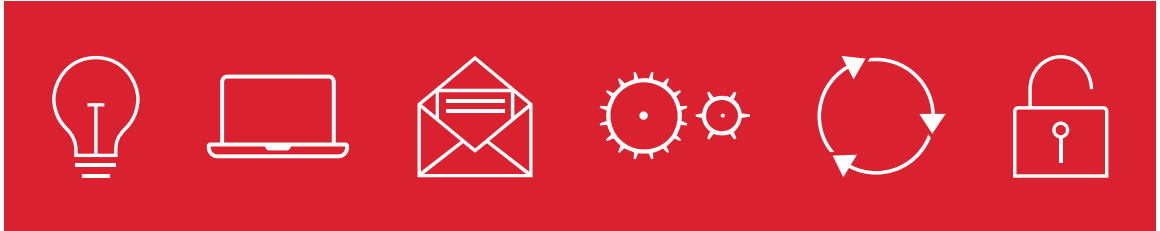
EXECUTION

Xerox believes the SOW outlined in this document will meet the requirements of the work to be performed. Any modifications to this document will be made in writing and agreed to by both parties, and may be subject to additional charges.

Company Name	XEROX
Printed Name	Printed Name
Signature	Signature
Date	Date

This SOW shall be in effect until either party provides written notice of cancellation, or a project closure form is completed. This SOW incorporates the terms and conditions of the Xerox IT Services Master Services Agreement.

Xerox® IT Services



Managed IT Services

Statement of Work

ENTER TYPE Support Level

Prepared for

COMPANY NAME

Company Primary Contact Name

[Insert Client Logo with permission]

PREPARED BY

XEROX IT SERVICES

Rep Name

Architect Name

April 22, 2020

MANAGED IT SERVICES **ENTER TYPE** STATEMENT OF WORK

Thank you for choosing Managed IT Services by Xerox as your IT support provider. Our mission is to deliver superior IT support to your organization. XEROX's Managed IT Services is focused on ensuring your IT environment is running smoothly to allow you to focus on your business.

MANAGED SERVICES SOW

This Managed IT Services **_____** Statement of Work ("SOW") is effective as of **_____** ("Effective Date") by and between Client and Xerox ("Managed IT Services") pursuant to that certain Master Services Agreement ("Agreement") by and between the parties dated **_____**. Capitalized terms used in this SOW that are not otherwise defined below shall have the meanings in the Agreement or schedules, appendices or exhibits to the Agreement.

PRICING

Premium Plus Level Managed IT Services, 3 Year Term	Monthly Services
<i>Cut and paste from the pricing tool, to replace this table. This action will also tailor the above title to the client's specific deal.</i>	

Outages often require services to be performed outside of normal business hours (Monday through Friday, 8:00 am–5:00 pm). Off-hours services will be billed at double the hourly rate for Sundays and holidays, and time-and-one-half the hourly rate for other off-hours services.

ADDITIONAL NOTES:

- Any work performed outside of the scope of this SOW will be billed at rates negotiated separately.
- Product related to the services in this SOW will be invoiced upon receipt by Client, payable according to the terms on the product invoice(s).
- All supported devices, vendors, and services are defined in the Xerox Service Catalog

MANAGED IT SERVICES: PREMIUM PLUS PACKAGE

In-Scope Items

- End-user helpdesk and infrastructure support (24x7)
- Monitoring for covered devices (24x7)
- Remote support software on end-user workstations and servers
- Patching of workstations, servers, and network devices
- 3rd party application patching
- Security awareness training
- Asset management
- Web filtering software and management in office and out of office devices (supported MDM required for iOS and Android devices)
- Email protection management
- Anti-virus software and management
- Vendor management for supported vendors, e.g., ISP, copier/print, telephony vendors
- vCIO and Network Administration Services
- On-site technical support, at Xerox's discretion
- User account adds and changes in Active Directory
- Troubleshooting network, workstation, and server failures for covered devices
- Print Server support
- Mobile device support for email connectivity (iOS, Android)
- Backup management for supported backup solution
- Data recovery support
- Single sign-on capabilities*
- Multi-factor software and management*

Out-of-Scope Items: (Can be provided on a time and materials basis)

- Client-requested on-site technical support
- Home office equipment or connectivity
- Disaster recovery support
- Any new device being added to the existing environment or replacement for out-of-warranty device
- New or Replacement parts
- Project work
- Relocation services
- LOB application configuration support
- Upgrades/updates to Line of Business/Specialty applications
- Assistance for unsupported phone systems
- Support of building security systems and cameras
- Significant changes to environment
- Changing data backup media (tapes or other cartridges)
- Specialty equipment (medical devices, point of sale, specialty printers, and etc.)
- Video Conferencing or AV equipment
- Linux/Unix/Novell Support
- Copier/MFP configuration support
- Cabling services
- Non-Corporate or personal system support
- Environmental disposal fees
- Compliance Audit Assistance
- Database Administrator (DBA) duties
- Disaster recovery support
- Client access to Xerox support tools

**An additional project is required to implement these services*

MANAGED IT SERVICES: PREMIUM PACKAGE

In-Scope Items

- End-user helpdesk and infrastructure support (24x7)
- Monitoring for covered devices (24x7)
- Remote support software on end-user workstations and servers
- Patching of workstations, servers, and network devices
- 3rd party application patching
- Security awareness training
- Asset management
- In office Web filtering software and management
- Email protection management
- Anti-virus software and management
- Vendor management for supported vendors, e.g., ISP, copier/print, telephony vendors
- vCIO and Network Administration Services
- User account adds and changes in Active Directory
- Troubleshooting network, workstation, and server failures for covered devices
- Print Server support
- Mobile device support for email connectivity (iOS, Android)
- Backup management for supported backup solution
- Data recovery support

Out-of-Scope Items: (Can be provided on a time and materials basis)

- Client requested on-site technical support
- Home office equipment or connectivity
- Any new device being added to the existing environment or replacement for out of warranty device
- New or Replacement parts
- Project work
- Relocation services
- LOB application configuration support
- Upgrades/updates to Line of Business/Specialty applications
- Assistance for unsupported phone systems
- Support of building security systems and cameras
- Significant changes to environment
- Changing data backup media (tapes or other cartridges)
- Specialty equipment (medical devices, point of sale, specialty printers, and etc.)
- Video Conferencing or AV equipment
- Linux/Unix/Novell Support
- Copier/MFP configuration support
- Cabling services
- Non-Corporate or personal system support
- Environmental disposal fees
- Compliance Audit Assistance
- Database Administrator (DBA) duties
- Disaster recovery support
- Client access to Xerox support tools

MANAGED IT SERVICES: PRO PACKAGE

In-Scope Items

- End-user helpdesk and infrastructure support (8am-5pm, M-F)
- Monitoring for covered devices
- Remote support software on end-user workstations and servers
- Patching of workstations and servers
- Email protection software and management
- Anti-virus software and management
- Vendor management for supported vendors, e.g., ISP, copier/print, telephony vendors
- vCIO and Network Administration Services
- User account adds, deletes and changes in Active Directory
- Troubleshooting network, workstation, and server failures for covered devices
- Print Server support
- Mobile device support for email connectivity (iOS, Android)
- Backup management for supported backup solution
- Assistance with file data recovery services

Out-of-Scope Items: (Can be provided on a time and materials basis)

- Client requested on-site technical support
- Home office equipment or connectivity
- Patching of network equipment
- Asset management
- Any new device being added to the existing environment or replacement for out of warranty device
- 3rd party application patching
- Web filtering
- Security awareness training
- New or Replacement parts
- Project work
- Relocation services
- LOB application configuration support
- Upgrades/updates to Line of Business/Specialty applications
- Assistance for unsupported phone systems
- Support of building security systems and cameras
- Significant changes to environment
- Changing data backup media (tapes or other cartridges)
- Specialty equipment (medical devices, point of sale, specialty printers, and etc.)
- Video Conferencing or AV equipment
- Linux/Unix/Novell Support
- Copier/MFP configuration support
- Cabling services
- Non-Corporate or personal system support
- Environmental disposal fees
- Compliance Audit Assistance (additional fees apply)
- Database Administrator (DBA) duties
- Disaster recovery support
- Client access to Xerox support tools

SUPPORT DETAILS AND REQUIREMENTS

Vendor Management - Line of Business Application/Systems Support

Managed IT Services will act as a liaison with your vendor to support your Line of Business Application. All Line of Business Applications must have a current support agreement in place with the vendor at all times. Support for these applications can be initiated with Managed IT Services however XEROX will contact the vendor if technical expertise is required. At times the vendor and XEROX may require assistance from an IT POC at the Client site. Client must provide reasonable assistance when necessary.

Telephone Company/ISP Support

Managed IT Services will act as a liaison with your provider to support your services in these areas. All telephone and ISP services must have a current support agreement in place with the vendor at all times. Managed IT Services personnel will initiate support calls to these providers for detectable failures. Non-detectable failures will need to be reported to the Managed IT Services team by the Client. At times the vendor and XEROX may require assistance from an IT POC at the Client site. Client must provide reasonable assistance when necessary.

Support Availability

Managed IT Services support representatives are available to provide administrative and technical support to you as required by this SOW between the hours of 8am – 5pm local time, Monday through Friday. Afterhours support and holiday support are included in the Premium packages only. Managed IT Services recognizes all major holidays including the Friday after Thanksgiving, Christmas Eve, and New Year's Eve.

Inclement Weather

In the event of inclement weather that causes the XEROX offices to close, Managed IT Services staff will be available to provide remote support only.

Yearly Contract Adjustment

Upon expiration of the first year and each subsequent year, this SOW will automatically increase by 5%.

MINIMUM REQUIREMENTS

The Managed IT Services team has identified certain minimum requirements for all of our Clients. These minimum requirements help to ensure the most efficient support of your environment.

- Active Directory (AD) is required in the client environment and/or Azure AD Premium for authentication. All supported users and workstations covered by a managed services agreement are required to authenticate and be joined to AD.
- N-central agent is required to be installed on all workstations and servers for patching, monitoring, remote access, and software distribution
- A local management appliance for running N-central software, and act as a monitoring point for network devices need to be installed at client site. Exceptions are:
 - Customers with less than 10 people, who do not desire to have network device monitoring.
 - Customers with no office or Data Center, i.e., they are all at remote users and there's no centralized infrastructure to monitor.
 - Infrastructure as a Service (IaaS) or public cloud clients should provide us the Virtual Machines (VMs) to run the software, rather than utilizing a physical management appliance. The VM must have a minimum of Windows 2012 R2 Standard Server with at least 50GB of free hard drive space and 8GB of RAM in order to install the XEROX monitoring software.

- Client must maintain a business-class firewall at each location with static IPs.
- All hardware being supported must have a current manufacturer's warranty.
- Client must have and maintain 3rd party support agreements for line of business and specialized applications.
- All software must be legally licensed and actively supported by the manufacturer.
- Application/hardware licensing and related information must be provided upon request and is the responsibility of the Client to maintain.
- Client must have appropriate business class internet speeds. Requirements are higher for offsite backups.
- All hardware and software solutions must be properly sized for their intended use.
- All Windows operating systems must be Professional or Enterprise editions (e.g., not Home or Student), and be capable of joining the Active Directory domain.
- Client must have properly sized Uninterruptable Power Supply (UPS) with Network Management Card(s) for all critical network equipment.
- Client must allow Managed IT Services reasonable access and support maintenance windows.
- Client must provide a designated point of contact for billing and technical related issues (this need not be the same contact).
- Managed IT Services must have access to client's systems during normal business hours.

Additional Details

Renewal

If this is a renewal of an existing Managed IT Services agreement, the new agreement start date will be the first calendar day of the month of signature. Billing of the new amount on the renewal will be made in the current month if received before the 20th of the month. If received after that date, the renewal billing will be in full the following month.

Onboarding

An estimated date for onboarding will not be provided until Client signs agreement and credit approval has been obtained. The estimated onboarding date will be dependent on several factors; XEROX will work to accommodate any specific Client operational requirements.

Travel Expenses

There are no travel expenses for travel within thirty (30) miles of any XEROX office. Travel charges outside 30 miles will be billed in accordance with XEROX's standard rates and conditions defined in the Master Services Agreement.

XEROX-Owned Equipment and Software

XEROX may provide an onsite appliance(s) as part of its services. Depending on the services purchased, the appliance(s) may provide monitoring, backup and other services as contracted. The XEROX appliance(s) will have a XEROX asset tag and is not for Client use. Client agrees that XEROX owned appliance will be returned to XEROX within 90 days after notice of intent to terminate by either party.

Internet/Security

XEROX utilizes industry best practices in internet and security management of Client's network; however, the Internet is not a secure network. XEROX does not assume responsibility for loss or theft of information transmitted over the Internet.

Notes

- In the event hardware or software is modified by Client or is affected by Client modifications, XEROX will provide troubleshooting of hardware and software at an additional time and materials rate.
- Managed IT Services may include local and offsite backups. This is not to be construed as disaster recovery planning or business continuity planning. Disaster recovery and business continuity planning are additional services available from XEROX at an additional cost.

Technology-Specific Inclusions and Exclusions

- Database server management (e.g., Microsoft SQL Server) excludes DBA (database administrator and maintenance) tasks, e.g., logical and physical database management.

Managed IT Services Certifications

XEROX and Managed IT Services are SSA SOC2 certified.

Execution

WITNESS WHEREOF, the parties have executed this SOW, effective as of the last date below.

Company Name	XEROX
Printed Name	Printed Name
Signature	Signature
Date	Date

Version 2.4

Xerox® IT Services



Enterprise Managed Services

Statement of Work

Prepared for

COMPANY NAME

Company Primary Contact Name

[Insert Client Logo with permission]

PREPARED BY

XEROX IT SERVICES

Rep Name

Architect Name

April 22, 2020

WHY XEROX IT SERVICES?

Rely on Xerox IT Services to manage your IT and print solutions so you can focus on core business. A local Xerox partner with a national network of long-standing partnerships, we are a single source for all your technology needs.

- **Breadth and Expertise.** One of the largest (and growing) managed services providers in the region with capabilities extending to IT consulting and projects, staffing, and technology hardware and software solutions. Our wide array of managed services solutions enables you to choose the best fit for your business and IT needs. Our expertise is backed by gold or platinum certifications across major vendors including Cisco, Citrix, Dell, HPE, and VMWare.
- **Compliance and Security.** SSAE 18 SOC 2 Type II Organization that undergoes annual HIPAA audits.
- **Team.** 450+ tenured, trained and certified employees companywide, with 80+ fulltime IT technical professionals. Your Account Executive and Client Experience Manager (your advocate), complemented by business and technical resources, help ensure your needs are handed in a timely and effective manner. Our 24x7x365 support options provide peace of mind.
- **Recognition.** Ranked by CRN as one of top IT and managed services providers in the US. Client Net Promoter Score consistently over 80 (scale of -100 to +100).
- **Processes and Automation.** Proven ITIL-based processes and Integrated Intelligence help ensure the success of your IT operations and projects, from onboarding to monthly security patches and platform migrations. Technology and business dashboards provide up-to-the-minute capacity and performance reporting.

Thank you for choosing Managed IT Services by Xerox as your IT support provider. Our mission is to deliver superior IT support to your organization. Xerox's Managed IT Services is focused on ensuring your IT environment is running smoothly to allow you to focus on your business.

MANAGED SERVICES SOW

This Managed Services Statement of Work (SOW) is effective as of [REDACTED] ("Effective Date") by and between Client and Xerox IT Services, pursuant to that certain Master Services Agreement ("Agreement") by and between the parties dated [REDACTED]. Capitalized terms used in this SOW that are not otherwise defined below shall have the meanings in the Agreement or schedules, appendices or exhibits to the Agreement.

PRICING

Date: April 22, 2020
Prepared For: Company
Quote #: YYYYMMDD.01
Quote Contract Term (years): 3 Years

Account Exec: Your Name
Phone: Rep Phone
Email: Rep Email

Pricing Details	Monthly Services
<p><i>Cut and paste from the pricing tool, to replace this table. This action will also tailor the above title to the client's specific deal.</i></p>	

ADDITIONAL NOTES:

- Quotes are valid for 30 days.
- Any work performed outside of the scope of this SOW will be billed at rates negotiated separately.
- Product related to the services in this SOW will be invoiced upon receipt by Client, payable according to the terms on the product invoice(s).

This SOW does not include any formal classroom-based training. Any time spent training Client will be billed at a separately at current rates.

EMS SOW.0 FOUNDATIONAL SERVICES

A common framework of services lays the foundation upon which all other services are built, with aspects varying based on the solution customized for your needs.

SUPPORT TEAM WITH 3 TIERS OF STAFF

Three (3) tiers of staff provide front-line support for end user personnel, escalation tiers for more complex Cases, and other Xerox Managed IT Services solutions. Xerox operations processes leverage the ITIL framework for procedures including Incident Management, Change Management, and Problem Management.

CLIENT EXPERIENCE MANAGERS (CEMS) TO ALIGN WITH YOUR BUSINESS

Client advocacy, issue escalation, and scheduled reporting are the responsibility of the CEM assigned to each Client. CEMs liaison between the Client and the Xerox team to ensure consistently high-quality service delivery. Monthly meetings are used to provide technology updates, align your business goals with your IT plans, and help ensure your service with Xerox is providing you the benefits you expected.

FULL LIFECYCLE CASE TRACKING AND REPORTING

Case logging, tracking, communication, escalation (as required), closure, and reporting are performed using Xerox' Case Management system. Client Portal access is provided, enabling secure review of open and closed Cases, submission of new Cases, and other capabilities.

TECHNOLOGY MONITORING, NOTIFICATION, AND REPORTING

Client technology is monitored remotely with automated notification of issues or seriously adverse trends related to availability or performance. Monitoring capabilities provided by a Xerox-owned "probe" at the Client site feed into the Xerox support center, with Clients notified of critical alerts based on predefined escalation paths using methods including phone and/or e-mail. Monitoring and alerting are based on the nature of the technology being supported (e.g., workstation shutdowns are not monitored whereas infrastructure shutdowns are monitored) and your customized solution.

Dashboards provided through the Client Portal provide visibility into the performance, capacity, and availability of your technology.

ISSUE RESOLUTION

Unlimited remote assistance in troubleshooting and resolving issues is provided whether called in from the Client, entered by the Client into the Xerox Case Management system, or identified by Xerox monitoring systems.

SECURITY PATCHING AND PREVENTATIVE MAINTENANCE

Proactive system maintenance, including the application of patches and minor upgrades, hands-on configuration and performance reviews (configuration files, system logs, etc.), and associated tuning and recommendations are provided in accordance with current Xerox policy. Preventative maintenance provided is based on the nature of the technology being supported.

To avoid business interruption, at no additional charge, this pre-planned system maintenance can be performed by Xerox between the hours of 10:00pm and 5:00am local time on Business Days.

HOURS OF SERVICE AND SERVICE LOCATION

Services are generally provided on a 24x7x365 basis for the Covered Components. Extended Business Hours are 6:00am to 7:00pm Monday through Friday, on Business Days.

On-site support is provided primarily during Business Hours (8:00am to 5:00pm local time) on Business Days (Monday through Friday, except local and/or observed Holidays) at Xerox's sole discretion. On-site support for Critical (P1) Cases is provided during non-Business Hours only as available from Xerox, at Xerox's sole discretion, on a Time & Materials basis. As standard practice, support is provided remotely via secure remote system access from our designated support centers.

MAINTENANCE NOTIFICATIONS

For all approved planned maintenance performed by Xerox staff, notification to the primary Client contact will be delivered, detailing the timing, description, and anticipated impact, no later than 48 hours before the start of the change window. Any maintenance performed by Xerox partners will be communicated as soon as such notice is received. Emergency maintenance will be coordinated with the primary contact as soon as possible.

VENDOR WARRANTY/SUPPORT REQUIREMENTS FOR COVERED COMPONENTS

All equipment and software must have valid and current warranty from a major industry vendor. Support for infrastructure and end-user devices that do not have such warranty support will be obtained separately.

The only exception to this is for workstations (desktops, laptops, and thin clients), by employing a sparing strategy. The client may choose between two options:

1. Xerox IT Services will manage spare devices through the optional Managed IT Logistics offering. The spare devices will be imaged and patched to client specifications, and dispatched via courier to the required location when needed.
2. If the Client chooses to manage their own spares, Xerox IT Services will spend a maximum of 1 hour on issue resolution for defective workstations. The Client is then responsible for deploying a spare device to the impacted user. It is recognized that user productivity may be additionally impacted if the device must first be patched to current specifications.

Unsupportable components include "white boxes", "home" versions of operating systems, and consumer grade hardware. Support for these components may be provided on a Time & Material basis.

CLIENT ENVIRONMENT REQUIREMENTS

Client is responsible for providing adequate power, UPS, and heating and cooling for Xerox-provided hardware located outside of a data center. Xerox IT Services is not responsible for any SLA violations

related to failures within Client's power, circuit, UPS, or HVAC environment. Any loss or damage of XEROX-owned equipment caused by Client will result in replacement chargeable to Client.

SERVICE LEVEL AGREEMENTS (SLA)

Xerox Client Portal: Outside of communicated planned maintenance, Xerox will provide 99% availability (measured by calendar month, 24x7) concerning Client access to its Xerox Client Portal.

Case Response: For Covered Components, the Initial Response SLA for Cases is defined by the following table. Initial Response denotes engagement by a Xerox engineer. For the SLA to apply, the Client is required to contact the service desk (via the phone number, e-mail, or Case Management system via the Client Portal):

Case Priority	Response SLA*	Definition
Critical (P1)**	15 Minutes	Impacts the majority of end users company-wide - and either - Causes complete inability to conduct business, or significant safety or security risk; or No workaround available and immediate resolution or workaround is required
High (P2)**	1 Extended Business Hour	Impacts ability to conduct normal business operations without a workaround; or Critical Case with temporary workaround
Medium (P3)	8 Extended Business Hours	Resolution important but not required immediately; or End user moves, adds or changes, include ordering and setup of new and existing computer hardware
Low (P4)	24 Extended Business Hours	Minimal business impact; or Preventative maintenance; or General inquiries (e.g., end user training, questions)
Planning	Variable	Enhancement

*Denotes elapsed service hours. For P1s this is 24x7x365, and for P2s through P4s this is Extended Business Hours.

**For this Response SLA to apply, Critical (P1) and High (P2) Cases require call to the service desk, with a special code required for non-Business Hour P1s.

EMS SOW.1.0 MANAGED INFRASTRUCTURE & HELPDESK – ALWAYS ON

24x7 IT, including end user helpdesk, systems and network management, and proactive monitoring and support. Includes all Foundational Services.

With ALWAYS ON, rely on 24x7, "all you can eat" support no matter what happens in your IT environment, at a predictable monthly cost. Let your needs determine what we support; we're not an all-or-nothing provider, and we support organizations with no IT staff and organizations with full IT teams.

BOTH PROACTIVE AND REACTIVE

Proactive management includes a comprehensive set of daily, weekly, and monthly tasks to help ensure your technology is there when you need it, across the following areas:

- Patch updates on a scheduled basis
- Anti-virus technology and malware on workstations and servers
- Firewall email security as needed
- 24x7 monitoring and alerting of key system health indicators: System alerts and logs, storage space and RAID health, memory and CPU utilization, antivirus / antimalware status, and general environment conditions
- IT documentation
- Asset information

- Lifecycle planning assistance to maintain environment stability
- IT planning sessions with the Client, reviewing current status of IT systems and providing any recommended changes or improvements to maintain alignment with business objectives.

- Client audit support can be provided on a time and materials basis

On the reactive side, we respond to issues and requests as they arise:

- 24x7 response to key system health indicators identified by our proactive monitoring
- Problem resolution in response to faults we discover and/or Client reports
- Moves, adds and changes to the IT environment
- Vendor management for issues escalated to your third-party providers.

All requisite automation platform tools, processes and procedures are included with ALWAYS ON.

HELPDESK SPECIFICS

Helpdesk includes support for Client end user personnel and devices along three categories:

1. Workstations (laptops, desktops, and thin clients): Management and support for workstations is provided, including security software (i.e., anti-virus, anti-malware, and anti-SPAM). Software support includes the workstation operating system (OS) and ensuring Microsoft Office applications are functioning properly. Business applications can be supported as agreed upon per the Coverage & Pricing Form.
2. Mobile Devices (Apple iOS and Android): Management and support for mobile devices is provided, including connecting to corporate e-mail and corporate wireless networks. This does not include the mobile device operating system (OS), software, or application support.
3. VoIP Handsets: Support for basic VoIP features is provided.

Microsoft Office 365: In the event Xerox is providing Managed Hosted Email utilizing Microsoft Office 365, support includes Hosted Microsoft Exchange with Active Directory integration. User-level support includes the management of Office 365 mailboxes including moves, adds and changes and mail support for the Microsoft Windows Outlook Client. Server level support includes the management of the server integration for Active Directory and Office 365 user access. Unless other arrangements have been agreed upon, for budget control purposes the Client retains responsibility for all purchasing and licensing using the Microsoft Office 365 portal.

EMS SOW.1.5 MANAGED INFRASTRUCTURE & HELPDESK – SUPPLEMENTAL SERVICES

Supplemental services for organizations with an IT staff, providing complementary support of your IT staff and infrastructure, including end user devices and system and network infrastructure. Includes all Foundational Services.

OUR TEAM SUPPORTS YOUR TEAM

Our SUPPLEMENTAL, SUPPLEMENTAL PLUS, and PROACTIVE DEVICE options are specifically designed to reinforce your IT staff's ability to support end users and infrastructure by providing 24x7 after-hours escalation, vacation time coverage, and SLA-based technical support for areas where existing staff may need additional capability or capacity.

SUPPORT OPTIONS

These support options are flexible to meet your unique needs:

- SUPPLEMENTAL provides the foundational monitoring and 24/7 response SLAs. These alerts are sent to the Client, and the Client has the option to engage the Xerox team for help on a time and materials basis. SLAs will be in effect when the Client notifies Xerox (via phone, email or portal) of their desire for Xerox's staff to engage.
- SUPPLEMENTAL PLUS is similar to SUPPLEMENTAL, with the addition of the alerts coming to Xerox engineers. They then perform pre-defined triage for monitoring alerts, and discuss their

findings with the Client. The Client has the option to take ownership of the issue, or leave it in Xerox's hands on a Time & Materials basis.

- **PROACTIVE DEVICE** can be added to either **SUPPLEMENTAL** or **SUPPLEMENTAL PLUS** with preventative maintenance for Windows servers and workstations, which includes endpoint security protection and patch management (provided via SaaS).

All requisite automation platform tools, processes and procedures are included with these supplementary options. Client authorization Xerox personnel to work on Client's behalf when contacting Xerox's service desk and requesting assistance, and SLAs go into effect at this time.

EMS SOW.2 MANAGED CLOUD & DATACENTER

Xerox's cloud and datacenter services remove the barriers of on-premises infrastructures that are difficult and costly to change, enabling our clients to drive innovation, uptime and agility while enhancing security and meeting critical compliance requirements.

COMMON CLIENT USE CASES FOR OUR CLOUD AND DATACENTER SOLUTIONS

- **Primary infrastructure.** Our cloud and datacenter solutions have the flexibility and performance to house the critical applications you use today without having to buy all the hardware and software up-front yourself
- **Disaster Recovery (DR).** Full DR is expensive. Leverage Xerox's enterprise-class infrastructure to deliver only the resources you need, allowing you to rapidly scale in the event of a disaster. Locations in 6+ geographies ensure protection for everyone.
- **Test and development.** Xerox can provide a low-cost environment for nonproduction workloads while retaining the same performance, scalability all while only paying for what you need
- **Data protection.** Whether backup, replication, or a myriad of other options, data protection in the cloud is highly efficient and low cost. No more tape or manual processes.
- **SaaS providers.** Xerox benefits extend to SaaS providers looking for more control and power over their infrastructure
- **Virtual Desktop Infrastructure (VDI).** VDI is not always easy to scale while maintaining performance. Boot thousands of virtual desktops almost instantly with Xerox's high performance storage.

WHY XEROX IT SERVICES AND WHAT WE PROVIDE

- **Tier III+ datacenter facilities and production workloads.** Highly available, with options of cloud-based compute and storage (IaaS, or Infrastructure as a Service) or datacenter co-location. Xerox provides horsepower found only in Fortune 100 companies at a scale and price point appropriate for even the smallest client.
- **Secure, dedicated, and guaranteed.** We deliver a secure, fully managed environment, with compute power dedicated for each client at N+1 to ensure safety and room to expand; meaning "no noisy neighbor". Uptime is guaranteed 100%.
- **Options and BYO capability.** Dedicated Layer 2 network: on-premises to cloud, datacenter to cloud, cloud to cloud. "Bring Your Own", includes IP Schema, vLAN topology and router/Firewall/VPN architecture.
- **Dedicated circuits.** Dedicated links are secure and provide for low latency, with guaranteed performance for a more consistent experience

EMS SOW.3 MANAGED DATA PROTECTION

Comprehensive protection for your critical data; point-in-time, geographic and long-term. Xerox's data protection services for your IT environment provide peace of mind by providing full management and an offsite disaster recovery copy of your data, while reducing costs and mitigating business risks. Disaster recovery planning requires a separate project and disaster recovery services are provided on a time and materials basis.

COMMON REASONS CLIENTS USE OUR MANGED DATA PROTECTION

- **Protecting valuable data without the initial financial outlay** needed for a traditional backup solution (hardware, software, warranty support contracts, off-site tape services, labor to implement, upgrade, run and manage)
- **Minimizing employee (end user) downtime and loss of productivity** associated with data loss.
- **Troubleshooting failed backups**, restoring data, and performing preventative maintenance on backup systems amidst all other daily IT-related issues
- **Moving away from a tape-based or other manual backup strategy**, which can be cumbersome and error-prone
- **Secure and geographically-protected backups** at a reasonable cost.

WHY XEROX IT SERVICES AND WHAT WE PROVIDE

- **Experience, expertise, and proven processes.** With our solid engineering experience and years of building and operations backup systems, we can be your “Virtual Backup Administrator”. We perform an up-front backup and recovery assessment to understand your unique environment. Proactive monitoring and testing of backup and recovery are performed on a monthly basis.
- **Comprehensive solutions, from backup to restore.** We provide nightly backups through an on-site management appliance and cloud storage that uses advanced data protection technology to ensure data recovery and availability. Copies can be retained locally, off-site, or both. Advanced application support includes Exchange message level, SQL, SharePoint and VMware. Restoration of data is provided for named systems is provided, with Client access to perform restores through Xerox-provided training.
- **Automation and reporting.** 24x7 priority-based automated enterprise-level backup and alerting is provided via a user interface, with concise and informative reporting.
- **Flexibility.** Service options include on-premises, hosted and cloud-based, with custom job scheduling and retention. Disaster recovery “ready” is provided through ability to recover VMs in datacenter (optional add-on), in accordance with the Client’s current written and shared Business Continuity and Disaster Recovery Plan. Annual testing/attestation of the Client’s Plan will be conducted on a Time & Materials basis. Upon the Client’s declaration of a disaster, services provided in conjunction with the aforementioned plan will be provided on a Time & Materials basis.
- **Security and compliance.** Encrypted backup to local on-premises appliance is provided for fast recovery and off-site to cloud for assistance with your disaster recovery plan. Auditable data protection provides compliance without additional hardware or software investment.

EXECUTION

WITNESS WHEREOF, the parties have executed this SOW, effective as of the last date below.

Company Name	XEROX
Printed Name	Printed Name
Signature	Signature

Date	Date
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This SOW shall be in effect until either party provides written notice of cancellation, or a project closure form is completed. This SOW incorporates the terms and conditions of the Xerox IT Services Master Services Agreement.

SAMPLE

Xerox® IT Services

MASTER SERVICES AGREEMENT

This **Master Services Agreement** (“Agreement”) is entered into by and between Xerox Corporation, a New York corporation with a principal place of business at 201 Merritt 7, Norwalk, Connecticut (“Xerox”), and _____, a _____ corporation with a principal place of business at _____ (“Customer”) and shall be effective as of the date the last signature is affixed hereto (the “Effective Date”) upon the terms and conditions set forth below.

1. Definitions.

- a. **“Customer Assets”** mean Customer Hardware and Customer Software.
- b. **“Customer Hardware”** means hardware and equipment located at Customer’s facilities or utilized by Customer, to which Xerox may require access in order to perform the Services.
- c. **“Customer Software”** means computer software utilized by Customer, to which Xerox may require access in order to perform the Services.
- d. **“Confidential Information”** means any information regarding the material terms and conditions of this Agreement and any business information of a party hereto which, if furnished in a tangible form to the other party is marked as confidential or with a word or words of similar meaning (such as, by way of example only, “Proprietary”) or, if disclosed orally, is identified as confidential at the time of disclosure and confirmed in writing to the other party hereto as confidential within a reasonable time thereafter, and which is treated as confidential by the disclosing party. Confidential Information may relate to and include a party’s sales, marketing, financial, cost, product, or business plans and projections and employee and vendor information. The parties do not intend to disclose confidential technical information hereunder, and will do so only under the auspices of a separate agreement. Confidential technical information includes, but is not limited to, computer programs, source code, and algorithms. The terms and conditions of this Agreement, any SOWs, amendments, exhibits and/or schedules hereto, Xerox Work shall be considered Xerox’s Confidential Information whether or not marked or otherwise identified as confidential at the time of disclosure or confirmed as confidential in writing after disclosure.
- e. **“Deliverable”** means any items set forth in a SOW for delivery to Customer, including but not limited to IT products, services, software, Third-Party Software, Third-Party Hardware, and Documentation.
- f. **“Developments”** shall have the meaning set forth in Section 3.2.
- g. **“Documentation”** means all manuals, brochures, specifications, information and software descriptions, in electronic or printed form, and related materials customarily provided for use in performing the Services.
- h. **“Intellectual Property” or “IP”** means patents, copyrights, trade secrets, trademarks, trade names, service marks, or other intellectual property rights.
- i. **“Services”** means the services set forth in the applicable SOW.
- j. **“Third-Party Hardware”** means hardware and equipment that Xerox obtains from a Third-Party and installs at a Customer facility to perform Services hereunder.
- k. **“Third-Party Software”** means software that Xerox obtains from a Third-Party and provides to Customer or installs at a Customer facility in order for Xerox to perform the Services under this Agreement.
- l. **“Xerox Work”** shall have the meaning set forth in Section 3.2.

2. **Scope of Work.** This Agreement sets forth the terms and conditions applicable to any Statement of Work ("SOW") entered into pursuant hereto. Specifics about Services shall be set forth in a SOW pertaining to a specific project. Once signed by both parties hereto, a SOW, and any attachments thereto, shall become incorporated by reference into this Agreement, and shall (i) expressly reference this Agreement; (ii) be performed in accordance with the terms of this Agreement; (iii) clearly specify the work to be performed by Xerox; and (iv) specify fees and expenses to be paid by Customer to Xerox.
 - a. **Pricing and Payment.** Pricing will be set forth in the SOW based upon shared information believed to be complete and accurate. If such information should prove to be incomplete or inaccurate in any material respect, or Customer requests any changes or additions to the SOW, the parties will negotiate in good faith to make appropriate adjustments to the SOW (including pricing). Expenses incurred by Xerox in providing the Services will be charged to Customer at Xerox' cost, unless otherwise set forth in the SOW. Services Customer requests Xerox to perform outside Xerox' standard working hours will be at Xerox' overtime rates. Invoices are payable upon receipt but not considered delinquent if paid within thirty (30) days from the invoice date. If Customer fails to pay an invoice within thirty (30) days from the invoice date, in addition to any other remedies available by law, may suspend performance of Services and/or require payment of interest on all amounts due under the applicable SOW from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law). Customer may not offset any amounts that Xerox may owe Customer under this Agreement or otherwise. Customer must pay Xerox via check or electronic funds transfer in U.S. Dollars. Credit cards are not accepted and if Xerox makes an exception to accept payment via credit card, Customer agrees to pay Xerox's then current credit card fee surcharge. 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.
 - b. **Taxes.** Customer shall be responsible for any and all applicable Taxes, which will be included in Xerox' invoice unless Customer timely provides valid proof of Customer's tax-exempt status. "Taxes" shall mean any tax, assessment, or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed under this Agreement on amounts payable to Xerox by Customer for the billing of services and goods of any kind. Taxes include, but are not limited to sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any personal property taxes and taxes on Xerox's income. If a taxing authority determines that Xerox did not collect all applicable Taxes, Customer shall remain liable to Xerox for such additional Taxes.
3. **Intellectual Property.**
 - a. **Customer Assets and Facilities.** Customer represents and warrants that Customer either owns or has sufficient rights to use and modify the Customer Assets in accordance with the applicable SOW. In order for Xerox to perform the Services, Customer grants to Xerox (and any subcontractors to Xerox) (a) access to Customer's facilities and Customer Assets (including but not limited to physical and computer access to Customer's network and systems) and (b) a non-exclusive, royalty-free, worldwide license to use the Customer Assets, provided access and such license shall terminate upon the termination of the Services pursuant to the applicable SOW. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer to Xerox and the knowledge and cooperation of Customer's personnel.
 - b. **Xerox Work.** The parties acknowledge and agree that Xerox (and its subcontractors and licensors), in the course of performing the Services, may create certain items including, but not limited to, computer programs, code, reports, forms, templates, design or other works of authorship or materials (collectively, "Developments") or use or incorporate into any Deliverable items including, but not limited to, any computer programs, code, processes, routines, algorithms, or other materials developed or

acquired by Xerox independent of performing the Services, all collectively considered "Xerox Work". Xerox (and its subcontractors and licensors) shall at all times retain all rights to the Xerox Work. Except as expressly set forth herein, no rights to the Xerox Work are granted to Customer.

4. Limited Use Grants for Xerox Work and Third-Party Software.

- a. **Limited Use Grants.** Xerox hereby grants Customer a non-exclusive, perpetual (subject to revocation for breach of this Agreement), fully paid-up, worldwide right to use, display and reproduce the Xerox Work and Documentation only as may be required for use of the Services and Deliverables for Customer's customary business purposes, and not for resale, license and/or distribution outside of Customer's organization. Customer specifically agrees not to decompile or reverse engineer any such Xerox Work.
- b. **Third-Party Software.** All Third-Party Software shall be provided pursuant to the terms of the Third-Party's customary warranty (if any) and end user license agreement ("EULA"). In addition, if Customer orders support for such Third-Party Software, Customer will do so pursuant to the terms of the Third-Party's customary support agreement, a copy of which (or a link to the online location for such agreement) will be provided to Customer and if required by such Third-Party, Customer agrees to execute such support agreement.
- c. **Xerox Software.** All Xerox brand software ("Xerox Software") is provided pursuant to the customary Xerox EULA for such software.
- d. **Hosted Services.** Customer's use of web site(s), web portal(s) or similar point(s) of access in connection with use of the Services shall be subject to the terms and conditions of use contained thereon.
- e. **No Other Use Grants.** Customer acknowledges and agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer under Sections 4.1 through 4.4 shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grants.

5. Confidential Information. Each party may disclose to the other Confidential Information as may be necessary to further the performance of this Agreement. Each party agrees to treat the other's Confidential Information in the manner prescribed as follows:

- a. Except as specifically provided herein or otherwise permitted by the other party in writing, each party may disclose Confidential Information of the other party only to those employees and subcontractors (provided such subcontractors have agreed in writing to protect Confidential Information under terms and conditions no less restrictive than set forth herein) required to have knowledge of same to perform their duties pursuant to this Agreement. Each party shall treat the Confidential Information of the other party with at least the same degree of care as it uses to protect its own Confidential Information, which shall in no event be less than reasonable care.
- b. The foregoing obligations of confidentiality shall not apply with respect to either party's Confidential Information to the extent the recipient can document that it is (i) within or later falls within the public domain through no fault of the party receiving the Confidential Information; or (ii) or becomes, available to the receiving party from third parties who, in making such disclosure, have breached no confidentiality agreement; or (iii) previously known by the receiving party as demonstrated by clear and contemporaneous written records; or (iv) independently developed by or for the receiving party, as demonstrated by clear and contemporaneous written records; or (v) information which is required to be disclosed pursuant to court order or by law or regulation; provided, however, that in the event disclosure is required by law, regulation or court order, the non-disclosing party will: (aa) notify the disclosing party of the obligation to make such disclosure promptly and sufficiently in advance of the time required to disclose to allow the disclosing party the opportunity to seek a protective order; (bb) cooperate with the disclosing party in seeking the protective order; and (cc) make disclosure only to the

narrowest extent required to comply with the law, regulation or court order; and (vi) in any event, two (2) years after disclosure to the receiving party.

6. Term, Extension, and Termination.

a. **Term and Extension.** The initial term of this Agreement shall extend from the Effective Date until one (1) year from the termination or expiration of the last effective SOW entered into pursuant hereto, unless both parties choose to extend this Agreement in writing or either party terminates this Agreement as provided below. Each individual SOW shall have the term set forth in such SOW and the terms and conditions of this Agreement shall be deemed to survive any expiration or termination hereof with respect to any such SOWs.

b. **Termination.**

- **For Convenience.** Unless specified differently in the applicable SOW, either party may terminate this Agreement or any SOW hereunder without cause upon ninety (90) days prior written notice to the other and Customer shall pay Xerox for all Services and Third-Party Products performed or procured by Xerox prior to the effective date of the termination and any applicable early termination charges.
- **For Cause.** Either party may terminate this Agreement and any affected SOW immediately upon written notice if (i) the other party materially breaches this Agreement and such breach is curable but is not cured within thirty (30) days from the date of receipt of a written notice from the non-defaulting party detailing such breach (or such other cure period as the parties may mutually agree upon in writing); or (ii) a petition for relief under any bankruptcy legislation is filed by or against the other party, or the other party makes an assignment for the benefit of creditors, or a receiver is appointed and such petition or relief is not dismissed or vacated or such assignment is not rescinded within thirty (30) days of being made/filed. Such notice shall be without prejudice to a party's right of recovery of any sums due to it under the terms of this Agreement. Except as otherwise provided in the respective SOW, where any SOW is terminated under this Section 6.2.2, Customer shall pay Xerox for all Services and Third-Party Products performed or procured by Xerox: prior to the effective date of Customer's notice of the respective breach under 6.2.2(i) where Xerox is in breach or prior to the effective date of termination where Customer is in breach under 6.2.2(i) and for any termination under 6.2.2(ii).
- **Return of Confidential Information and Third-Party Software Rights.** Upon the expiration or termination of this Agreement for any reason, each party shall return to the other, or if so requested, destroy all Confidential Information in the other's possession or control, except such Confidential Information as may be reasonably necessary to exercise the rights that survive the termination of this Agreement.
- **Results of Termination for Breach by Customer.** In the event Xerox shall terminate this Agreement for breach by Customer of its obligations under Section 4, Limited Use Grants, all rights granted to Customer thereunder, shall immediately terminate and Customer shall pay Xerox for any applicable early termination charges.
- **Survival.** The provisions of this Agreement that, by their nature survive this Agreement, shall survive the expiration or any termination of this Agreement. In the event of termination of this Agreement and/or any individual SOWs pursuant to this Section 6.2, all SOWs which are not terminated shall continue in effect for the duration of their respective terms as set forth therein and will remain governed by the terms and conditions of this Agreement.

7. **Warranties.**

- a. **Services Guarantee.** Xerox will provide those Services set forth in the applicable SOW. If the Services do not meet the service levels set forth in the applicable SOW, Customer must notify Xerox, in a detailed writing describing the alleged failure, within 30 days of completion of such Services and Xerox will then, unless set forth otherwise in the applicable SOW, modify such Services so that they perform in accordance with the service levels stated in such SOW within a reasonable time to be agreed between the parties in writing depending upon the complexity of the issue. The foregoing constitutes Xerox' sole obligation and Customer's sole remedy pursuant to the Services Guarantee set forth herein.
- b. **Xerox Warranty.** Xerox represents and warrants to Customer that the Services (including Deliverables) shall perform substantially in conformance with the applicable SOW have been provided to Customer and Customer's remedy with respect to any such non-conformance during this period shall be in accordance with the Services Guarantee above. Xerox further warrants that it has all requisite corporate authority and approvals to enter into this Agreement and that the Services will be performed in a skillful and workmanlike manner according to those industry standards generally prevailing among consultants performing similar services under similar circumstances. Notwithstanding the foregoing, in no event will Xerox be responsible for any failure to perform the Services to the extent such failure is caused by: (i) equipment, software, services, design implementation, or data streams not selected or supplied by Xerox, or (ii) Customer's failure to provide Xerox access to Customer's personnel and systems or to transfer to Xerox sufficient rights to use and/or modify Customer Software, Customer Hardware and Customer Content as necessary for delivery of the Services.
- c. **Limited Warranty on Third-Party Products.** To the extent that Xerox uses any Third-Party Products under a SOW as part of the Services, (where the selection of such Third-Party Products is determined solely by Xerox), Xerox warrants that such Third-Party Products will operate substantially in conformance with any applicable service levels set forth in such SOW. If such service levels cannot be brought into substantial conformance with those specified in the SOW, within a reasonable period of time, and such non-compliance is a result of Xerox' use of such Third-Party Products, Customer's sole remedy, and Xerox' sole obligation regarding the foregoing warranty shall be that any fees paid for the non-conforming Third-Party Products shall be refunded to Customer upon the return of those Third-Party Products to Xerox. Xerox makes no other warranties with respect to Third-Party Products, including, but not limited to, their design, performance, functionality, non-infringement of intellectual property, or compatibility with Customer's systems. In addition to any warranties already provided to Customer by Third-Party Product manufacturers, Xerox will pass through to Customer any warranties provided to it by the manufacturer of such Third-Party Products to the extent permissible. If Customer purchases any Third-Party Products that are delivered to Customer or installed at a Customer location, title (except for software which will remain with the licensor) and risk of loss shall pass to Customer upon delivery to Customer. In the event Customer uses Third-Party Products or optional services that are available under Third-Party Products and such services were not included in a SOW, Customer shall pay Xerox for any costs or expenses incurred by Xerox for such out of scope services.
- d. **WARRANTY LIMITATIONS / DISCLAIMER. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSES, AND SHALL NOT APPLY TO ANY SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, OR ALTERATION OR MODIFICATION BY CUSTOMER OR ANY THIRD-PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY XEROX). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

8. Indemnification.

- a. **Mutual.** Each party agrees, if promptly notified by the other and given the right to control the defense and approve any settlements thereof, to indemnify and hold harmless the other from and against all Third-Party claims, liabilities, losses, expenses or damages, including reasonable attorneys' fees and expenses (collectively, "Damages"), resulting or arising from injury to or death of any person and for damages to or destruction of real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the party or its agents in connection with the performance of its obligations herein, except to the extent such Damages result from or are caused by the willful misconduct or negligence of the other party, its employees or agents.
- b. **By Xerox.** Xerox shall indemnify, defend and hold Customer harmless from and against any Damages adjudicated to have been caused by the performance of Services or the provision of any Deliverable (excluding Third-Party Products) by Xerox under this Agreement resulting in the infringement of any U.S. patent, copyright, trade secret or trademark of any Third-Party.
- Excluded from such indemnification are claims arising from or relating to: (i) Services performed on equipment, software, data or other materials (including Customer Content and Customer Assets) for which Customer failed to provide to Xerox sufficient rights; (ii) Services or Deliverables performed to Customer's specification or design, (iii) infringement resulting from or caused by Customer's misuse or unauthorized modification of systems or product; (iv) use of Services or Deliverables in combination with other products or services not provided by Xerox if such combination forms the basis of such claim; (v) Customer's failure to use corrections or enhancements to the Services or Deliverables provided by Xerox, or (vi) Customer's provision to Xerox of material for duplication in violation of the copyright of a Third-Party.
 - In the event that use of the Services or Deliverables (excluding Third-Party Products) are enjoined as a result of a claim under this Section 8.2, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and its sole expense, exercise any or all of following remedies: (i) obtain for Customer the right to continue to use the Services or Deliverables (excluding Third-Party Products); (ii) modify the Services or Deliverables (excluding Third-Party Products) so they are non-infringing and in compliance with the applicable SOW; (iii) replace the Services or Deliverables (excluding Third-Party Products) with non-infringing ones that comply with the applicable SOW; or (iv) terminate the infringing Services, accept the return of infringing Deliverables (excluding Third-Party Products) and refund to Customer any amount paid for the infringing item, less net benefits realized.
- c. **By Customer.** Customer shall not direct Xerox to perform Services which would constitute an infringement of copyright or other intellectual property rights. If a Third-Party brings a claim against Xerox for copyright infringement or other intellectual property rights infringement arising from Xerox' performance at Customer's direction, Customer agrees to indemnify, defend at Customer's expense, and hold Xerox harmless, provided Xerox provides timely notice and cooperates in the defense.

- 9. LIMITATION OF LIABILITY. EITHER PARTY'S RIGHT TO RECOVER DIRECT DAMAGES FROM THE OTHER UNDER THIS AGREEMENT IS LIMITED TO, IN THE AGGREGATE, THE AMOUNT OF SERVICES FEES PAID TO XEROX DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM, PURSUANT TO THE SOW UNDER WHICH THE CLAIM AROSE, OR \$50,000.00, WHICHEVER IS GREATER, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, SERVICES AND/OR ANY SOW UNDER ANY LEGAL THEORY EVEN IF ONE OR BOTH OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND DAMAGE DISCLAIMER SHALL NOT BE APPLICABLE: (I) TO ANY INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, (II) TO EITHER PARTY'S ACTS OF WILLFUL MISCONDUCT OR (III) IN THE EVENT EITHER PARTY HAS (A) EXCEEDED ITS RIGHTS TO THE OTHER PARTY'S INTELLECTUAL**

PROPERTY GRANTED UNDER THIS AGREEMENT OR (B) MISAPPROPRIATED OR INFRINGED THE OTHER PARTY'S INTELLECTUAL PROPERTY. UNLESS OTHERWISE PROVIDED IN A SOW, CUSTOMER IS SOLELY RESPONSIBLE FOR REGULAR BACKUPS AND OTHER PROTECTION OF ITS DATA AND SOFTWARE AGAINST LOSS, DAMAGE OR CORRUPTION AND CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR RESTORING SUCH DATA AND SOFTWARE. XEROX, ITS AFFILIATES, AND THEIR SUPPLIERS, VENDORS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED FROM ANY AND ALL LIABILITY RESULTING IN THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF SUCH DATA OR SOFTWARE.

10. **General.**

- a. **Independent Contractors and Personnel Responsibility.** Xerox will provide the Services under this Agreement as an independent contractor and not as Customer's employee, agent, or representative, and nothing set forth herein shall be deemed or construed to render the parties joint ventures, partners, or employer and employee. Neither party is authorized to make any commitment or representation on the other's behalf. Xerox shall be responsible for and pay all taxes or mandatory assessments imposed by any governmental agency with respect to the payment of Xerox personnel, agents, and subcontractors. Xerox personnel used to perform Services shall be determined by Xerox in its sole discretion and Xerox may subcontract all or any portion of the Services to subcontractors selected by Xerox.
- b. **Non-Solicitation.** For the term of the Agreement and any renewals, and for a period of 1 year thereafter, each party agrees not to hire or solicit (directly or indirectly), for itself or any Third-Party, the services of any employees, agents or independent contractors of the other party with whom it has had contact in the course of the offering, delivery or receipt of any Services under this Agreement, unless it first obtains the prior written consent of the other party. Should either party hire an employee, agent or independent contractor of the other party, through employment or otherwise within this time period, in violation of this provision, then that party shall immediately pay as liquidated damages to the other party an amount equal to the hired person's then current annual compensation (or the amount paid to or on behalf of the person during the prior 12 months in the case of an independent contractor).
- c. **Compliance with External Laws and Internal Policies.** Xerox shall fully comply with all laws and regulations as they apply to Xerox in the performance of Services, including, but not limited to, OSHA. Customer represents and warrants that all facilities at which the Services are to be performed fully comply with all applicable laws and regulations, including, but not limited to, OSHA. Xerox and its personnel assigned to perform Services will comply with all of Customer's internal policies provided to Xerox by Customer in writing with respect to security and safety which are reasonable and customary under the circumstances and which do not conflict with this Agreement. Customer agrees to provide Xerox with reasonable prior notice of such policies and any changes thereto to allow Xerox to comply with such policies in a timely manner.
- d. **Insurance.** Xerox shall maintain the following minimum insurance coverage during the term of this Agreement:
- Workers Compensation, at statutory limits;
 - Employers Liability, with \$1,000,000 limit of liability;
 - Comprehensive General Liability, including Products – Completed Operations coverage and Broad Form Contractual with the following limits of liability: (a) \$2,000,000 per occurrence for Bodily Injury and Property Damage and (b) \$10,000,000 General Aggregate;
 - Automobile Liability, with a combined single limit of liability of \$2,000,000 per accident.

Upon request, Xerox shall provide Customer with a copy of a Certificate of Insurance evidencing the above insurance coverage and shall notify Customer of any material change in such insurance thirty (30) days prior to such change.

If Services are performed on Customer's premises or at another location designated by Customer, Customer shall maintain minimum insurance coverage during the term of this Agreement as set forth above under (i) to (iv) and, upon request, provide Xerox with a copy of a Certificate of Insurance evidence such coverage and notify Xerox of any material change in such insurance thirty (30) days prior to such change.

- e. **Notices.** Any notice that may be required to be given under this Agreement shall be in writing. All written notices shall be sent by registered or certified airmail, postage prepaid, return receipt requested. To the extent this Agreement requires notice to be given to Xerox, such notices shall be deemed to have been given when received, addressed in the manner indicated below or at such other addresses as the parties may agree from time to time notify each other. Notices required or permitted under this Agreement shall be sent to:

<p>If to Xerox:</p> <p>Xerox Corporation</p> <p>201 Merritt 7</p> <p>Norwalk, CT</p> <p>06851-1506</p> <p>Attn: Office of General Counsel</p>	<p>If to Customer</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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- f. **Force Majeure.** Neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control.
- g. **Assignment.** Neither party shall assign this Agreement to any other party without the prior written consent of the other party hereto, which consent shall not be unreasonably delayed or withheld; except that either party may assign its rights and obligations under this Agreement without the approval of the other to: (i) an entity which owns or acquires all or substantially all of the assets of the assigning party; (ii) any affiliate which is controlled by such party; or (iii) any successor in a merger or acquisition of the assigning party.
- h. **Severability.** If any provision of this Agreement is held invalid by any law, rule, order or regulation of any government, or by the final determination of a court of last resort, such invalidity shall not affect (i) the other provisions of this Agreement, (ii) the application of such provision to any other circumstance other than that with respect to which this Agreement was found to be unenforceable, or (iii) the validity or enforceability of this Agreement as a whole.
- i. **Waiver.** Failure or delay of either party to exercise any right or remedy under this Agreement or to require strict performance by the other party of any provision of this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. All of the rights of either party under this Agreement shall be cumulative and may be exercised separately or concurrently.
- j. **Controlling Law.** This Agreement shall be governed by and construed in all respects in accordance with the laws and regulation of the State of New York, without, however, giving effect to its conflict of laws rules. In any action to enforce this Agreement, the parties agree to waive their right to a jury trial.
- k. **Entire Agreement and Order of Precedence.** This Agreement constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. In the event of a conflict between the terms and conditions of this Agreement and any other document referenced in this Agreement, the inconsistency shall be resolved by giving preference in the following priority:

- This Agreement
- Applicable SOW

All changes to this Agreement must be made in a writing signed by both parties. Any preprinted terms and conditions contained in any purchase orders and acknowledgments issued hereunder shall be of no force or effect.

EXECUTION

IN WITNESS WHEREOF, authorized representatives of the parties have affixed their signatures below as acceptance of this Master Services Agreement:

Company Name	XEROX
Printed Name	Printed Name
Signature	Signature
Date	Date

SAMPLE

XEROX IT Services Non-Action Waiver			
Report Date & Status:			
Case(s):	12/31/2020	Event Date:	12/27/2019



Summary:	
Identification:	Xerox has identified workstations Windows xp/7 and/or servers 2008 or older that as of [Date] are no longer supported by Microsoft.
Impact:	It is known that existing services, features or other security related faults may occur once a manufacture no longer supports a given operating system or platform. This places your origination at a security risk of current and future vulnerabilities. Supportability and ability to maintain a patched state is the first line of defense in protecting both you and client related data.
Current Status:	A project would need to be completed to upgrade listed components
Estimated Cost:	\$0.00

Suggested Actions and Remaining Items:
<p>1) It is the recommendation by Xerox to ensure all referenced components be upgraded via a scoped project to ensure ongoing supportability by means of vendor and Lewan's contracted agreements.</p> <p>Manufacture references: Windows 7/8/XP EOL Microsoft Server 2008 and older EOL</p>

EXECUTION

By signing the below, you acknowledge that XEROX has provided the following information for remediation to ensure a supportable state but have requested that no action be taken by XEROX. In addition, the client further acknowledges that any remediation required should a failure/breach occur will result in a Time & Materials cost.

Company Name	XEROX
Printed Name	Printed Name
Signature	Signature
Date	Date

This document outlines the above-mentioned item(s) of concern and is not fully encompassing of all services provided by Xerox IT Services.

DRAFT – OMNIA Terms and Conditions 8/11/21

Terms and Conditions

The following terms and conditions ("Agreement") apply to any purchases or leases of Products (as defined below) set forth on this quote. The term "Company" refers to ["Core"]. The term "You" refers to the customer, purchaser or buyer. It is the intent of the parties that Products acquired hereunder be acquired under the auspices of the Region 4 ESC Contract between Region 4 ESC and Xerox (the "Region 4 ESC Contract"). Therefore, the terms and conditions of the Region 4 ESC Contract are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the Region 4 ESC Contract and this Agreement will be resolved in favor of this Agreement. In addition, Products manufactured or licensed by a third party are provided to You subject to the third party manufacturer's or licensor's warranty and license terms and conditions. **To the extent there is a conflict between the third party manufacturer's or licensor's terms and conditions and the Region 4 ESC Contract or this Agreement, the third party manufacturer's or licensor's terms and conditions shall control.**

1. PRODUCTS. As used in these terms and conditions, the term "Products" collectively refers to third party hardware and/or software, third party parts, and Services (as defined below), ordered or selected from this quote.

2. PRICING; QUOTES; ORDERS; AND TAXES. Prices are in U.S. Dollars and are exclusive of taxes (if applicable) and shipping costs, unless otherwise indicated. Unless otherwise indicated, Company's quotations are valid for thirty (30) days from the date of issuance. Orders are initiated by: i) You executing this quote on the signature line below and returning it to Company in a manner acceptable to Company; or ii) You issue a Purchase Order for the Products set forth on this Quote. Orders made on this quote or on Your Purchase Order must indicate that the order is placed pursuant to the Region 4 ESC Contract and that all terms of conditions of the Region 4 ESC Contract are incorporated therein, unit quantities, SKUs or part numbers, descriptions, applicable prices and requested delivery dates. All orders are subject to acceptance by Company. Your receipt of an order confirmation does not constitute acceptance or confirmation of price or availability of the Products ordered. You will be notified prior to shipment in the event there is a change in price, availability, taxes (if applicable) and shipping charges of any Product you ordered. Orders may not be cancelled or rescheduled without Company's consent after Products have shipped, which consent may be given by Company in its sole discretion. You are responsible for state and local sales, use, excise, privilege and other taxes associated with the order, or providing us proof of Your tax exempt status.

3. SHIPPING AND DELIVERY; TITLE; AND RISK OF LOSS. Shipping and handling charges are in addition to the Product prices, unless otherwise indicated. Company will ship based on availability and shipping capability. Company may make partial shipments. Title and risk of loss to all purchased Products shall pass to you upon delivery at Your site. Title for leased Products shall remain with the lessor, and risk of loss shall be governed by the lease agreement between You and the lessor. You expressly agree and hereby grant a security interest in and to all equipment including the proceeds thereof covered by this Agreement until full payment of the purchase price of such equipment has been received by Company, and you authorize Company to file a financing statement as a secured party under the Uniform Commercial Code.

4. INVOICES AND PAYMENT. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Terms of payment are within Company's sole discretion, and unless otherwise agreed to by Company, payment must be received by Company prior to Company's acceptance of an order. Payments must be made by check, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Company in which case payment is due and must be received by Company in accordance with credit terms stated on the face of the invoice. Credit terms may be terminated or modified by Company in its sole discretion. All payments must be made in U.S. Dollars. An order may be billed in multiple invoices and each invoice will have its own due date. Company may invoice parts of an order separately. Restrictive covenants on instruments or documents submitted for or with payments you send to Company will not reduce your obligations. You agree to pay any collection expenses, including reasonable attorney fees, expenses and court costs, incurred by Company to collect any unpaid amounts. If Customer disputes any amount included on an invoice, (i) Customer must notify Company 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; (iii) Customer shall promptly exercise its best efforts to work with Company to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay all undisputed amounts.

5. DOAs / RETURNS. You must notify Company immediately if any Product arrives damaged or is dead on arrival ("DOA") upon first use. Company will accept returns of products that are incorrect or DOA. Returns of Products that are not damaged, DOA, or defective are limited to unopened product and are subject to a 25% restocking fee. Such returned product must be 100% complete, in resalable condition with all manuals, blank warranty cards and all other materials provided by the manufacturer, vendor or supplier, in the original packaging within ten (10) business days after the date of delivery. A Return Material Authorization (RMA) number and applicable return instructions are required before returning any product to Company or Company's vendors. Contact Company at the phone number listed on this quote for instructions regarding DOAs and returns.

6. SOFTWARE. If your order includes third party software Products ("Licensed Software"), such Licensed Software is provided by Company to you subject to an end user license agreement that is provided in the packaging, available online or is agreed to when the Licensed Software is installed. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such third party license agreement. If any Licensed Software is acquired through this Agreement on a subscription basis, the subscription is non-cancellable for any reason for the term of the subscription, except for the non-appropriation of funds as set forth in Sec. 14, below.

7. WARRANTIES. You understand that Company is not the manufacturer of the Products ordered and that any warranties, if any, are provided solely by the manufacturer, not Company. Company will, to the extent permitted, pass through manufacturer warranties to Customer. In ordering the Products, you are relying solely on the manufacturer's specifications and not relying on any statements or specifications by Company. THE LIMITED WARRANTIES FOR PRODUCTS, IF ANY, AS WELL AS ANY DISCLAIMERS APPLICABLE THERETO, ARE SHIPPED WITH THE PRODUCT, AVAILABLE ONLINE ON THE MANUFACTURER'S WEBSITE OR ARE PROVIDED IN A SEPARATE WARRANTY STATEMENT. THESE WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER

DRAFT – OMNIA Terms and Conditions 8/11/21

WARRANTIES, EXPRESS OR IMPLIED. COMPANY DISCLAIMS, AND YOU WAIVE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. You expressly waive any claim you may have against Company based on any product liability or infringement or alleged infringement of any intellectual property right made against you by a third party and that you waive any right to indemnification from Company against such claim against you by a third party.

8. MANAGED, PROFESSIONAL, AND TECHNICAL SERVICES. If Company is providing managed, professional or technical services ("Services") as set forth in this quote provided by Company, Company will provide those Services as described in the quote. If the Services do not meet the service levels set forth in the quote, Customer must notify Company in a detailed writing describing the alleged failure, within 30 days of completion of such Services and Company will then modify such Services so that they perform in accordance with the service levels stated in such quote within a reasonable time to be agreed between the parties in writing depending upon the complexity of the issue. The foregoing constitutes Company's sole obligation and Customer's sole remedy for Services provided under this Agreement.

9. LIMITATION OF LIABILITY. EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT DAMAGES IN EXCESS OF THE AMOUNT INVOICED HEREUNDER AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ORDER ISSUED HEREUNDER, WHETHER THE CLAIM ALLEGES TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY EVEN IF THE OTHER PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

10. INDEMNIFICATION. Company, if promptly notified and given the right to control the defense, shall indemnify, defend, and hold harmless Customer, and its respective officers, directors, employees, agent, 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 Company's negligent acts or omissions, or willful misconduct in connection with this Agreement.

11. FORCE MAJEURE. Company is not responsible for any delay in delivery of Products or performance of any Services which result from any circumstances beyond Company's reasonable control. Any shipping dates or completion dates provided by Company in an order confirmation or other communication to you are estimates only and not a commitment to deliver on such dates.

12. CONFIDENTIALITY. Quote and order documents from Company are considered private correspondence and should be kept confidential, except where prohibited by public entities and the laws and regulations applicable to those entities.

13. COMPLIANCE WITH LAWS. You agree to comply with all applicable laws and regulations of the various states and of the United States and/or any other country of competent jurisdiction regarding the export or re-export of any commodity, technology, technical data and/or software. You shall not export, directly or indirectly, any technical data acquired hereunder or any Products utilizing such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

14. FUNDING (Applies State & Local Government Customers Only). Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire initial term and to make all payments required under the Agreement. If through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, the Agreement may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Company that Customer's governing body failed to appropriate funds. Customer's notice must certify that canceled Products are not being replaced by Products performing similar functions during the ensuing fiscal year. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year.

15. MISCELLANEOUS. Unless you have a separate written agreement with Company that expressly supersedes this Agreement, this Agreement constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. Company expressly rejects any contrary or supplemental terms in any purchase order, acknowledgment or other documentation provided by you, and in the event of any conflict between the terms of this Agreement and any such documentation, the terms in this Agreement shall prevail unless specifically so stated otherwise in writing by Company. This Agreement is governed by the substantive laws of the State of [Core's Home State], including the Uniform Commercial Code as adopted thereunder, without regard to their conflict-of-law principles. Company may assign or subcontract any of its rights or obligations with respect to the sale, lease or rental of Products or the right to receive payments with Your written permission. You may not assign or otherwise transfer your rights or obligations under this Agreement without the prior written consent of Company. No attempt to assign or transfer in violation of this provision will be binding upon Company. If a court finds any term of this Agreement to be unenforceable, illegal, or otherwise invalid, that provision and the remaining provisions will be enforced to the greatest extent possible. The failure of either party to enforce any provision of these terms and conditions or any other provision of this Agreement will not be construed as a waiver of such provision or the right thereafter to enforce such provision. All changes to this Agreement must be made in a writing signed by both parties. The amendment, cancellation, or termination of this Agreement will not affect the outstanding obligations of either party.

Region 4 ESC R191104 Contract
9/7/2022

Professional Services Capability Matrix

Manufacturer	Technology	Notes	MSRP (hourly)	Contract Discount Rate (hourly)
Microsoft	Server OS	Installation, integration, configuration	\$ 200.00	\$ 180.00
	Active Directory	Configuration, upgrade (domain), creation and maintenance	\$ 200.00	\$ 180.00
	Exchange	Upgrade, migration, installation, and maintenance	\$ 200.00	\$ 180.00
	Hyper-V	Installation, clustering, VM management, upgrades, maintenance	\$ 200.00	\$ 180.00
	Remote Desktop Services	Installation, integration, client configuration	\$ 200.00	\$ 180.00
	SQL Server	Installation	\$ 200.00	\$ 180.00
	System Center Config Manager	Installation, management, configuration, packaging, deploying	\$ 200.00	\$ 180.00
	WDS	Installation and configuration	\$ 200.00	\$ 180.00
	WSUS	Installation and configuration	\$ 200.00	\$ 180.00
	Office 365	Migration, configuration, management, integration	\$ 200.00	\$ 180.00
	Powershell	Expert level	\$ 200.00	\$ 180.00
	Azure	Data migration, networking, Disaster recovery, Vmware integration	\$ 250.00	\$ 225.00
VMWare	vCenter/vSphere	Stand up, integration, addons, configuration, and management	\$ 200.00	\$ 180.00
	SRM	Installation, configuration, testing	\$ 200.00	\$ 180.00
	DRS	Configuration	\$ 200.00	\$ 180.00
	HA	Configuration	\$ 200.00	\$ 180.00
	Fault Tolerance	Configuration	\$ 200.00	\$ 180.00
Cisco	Call Manager	Installation, configuration, testing	\$ 250.00	\$ 225.00
	Jabber	Installation, configuration, testing	\$ 250.00	\$ 225.00
	Switches	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Routers	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Wireless/WLC/WAP	Installation, configuration, testing	\$ 200.00	\$ 180.00
	FirePower	Installation, configuration, testing	\$ 250.00	\$ 225.00
	AMP	Installation, configuration, testing	\$ 250.00	\$ 225.00
	ISE/WSA/ESA	Installation, configuration, testing	\$ 250.00	\$ 225.00
	IPS	Installation, configuration, testing	\$ 250.00	\$ 225.00
	UCS Server	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Data Center Switching (not Nexus)	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Webex Phones	Installation, configuration, testing	\$ 250.00	\$ 225.00
OpenDNS	Installation, configuration, testing	\$ 250.00	\$ 225.00	

Professional Services Capability Matrix				
Manufacturer	Technology	Notes	MSRP (hourly)	Contract Discount Rate (hourly)
	ASA	Installation, configuration, testing	\$ 250.00	\$ 225.00
Dell/EMC	EqualLogic	Maintenance and patching	\$ 200.00	\$ 180.00
	Servers	Installation, configuration, testing	\$ 200.00	\$ 180.00
	VRTX/Blade	Installation, configuration, testing	\$ 200.00	\$ 180.00
	SonicWall Firewall	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Storage	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Power Edge Switches	Installation, configuration, testing	\$ 200.00	\$ 180.00
	AppAssure	Installation, configuration, testing	\$ 200.00	\$ 180.00
	HPE	StoreOnce	Installation, configuration, testing	\$ 200.00
3Par		Installation, configuration, testing	\$ 200.00	\$ 180.00
SimpliVity		Installation, configuration, testing	\$ 200.00	\$ 180.00
Servers		Installation, configuration, testing	\$ 200.00	\$ 180.00
Switches		Installation, configuration, testing	\$ 200.00	\$ 180.00
Routers		Installation, configuration, testing	\$ 200.00	\$ 180.00
Aruba Airwave		Installation, configuration, testing	\$ 250.00	\$ 225.00
Aruba ClearPass		Installation, configuration, testing	\$ 250.00	\$ 225.00
Aruba Wireless Controllers		Installation, configuration, testing	\$ 200.00	\$ 180.00
Aruba Switches		Installation, configuration, testing	\$ 200.00	\$ 180.00
Barracuda	WebFilter	Installation, configuration, testing	\$ 200.00	\$ 180.00
	SpamFilter	Installation, configuration, testing	\$ 200.00	\$ 180.00
	LoadBalancer	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Archiver	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Backup	Installation, configuration, testing	\$ 200.00	\$ 180.00
	LinkBalancer	Installation, configuration, testing	\$ 200.00	\$ 180.00
Symantec	Backup Exec	Installation, configuration, testing	\$ 200.00	\$ 180.00
	System Center Suite	Installation, configuration, testing	\$ 200.00	\$ 180.00
	EndPoint Protection	Installation, configuration, testing	\$ 200.00	\$ 180.00
Veeam	Backup - VMWare	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Backup - Hyper-V	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Replication - VMWare	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Replication - Hyper-V	Installation, configuration, testing	\$ 200.00	\$ 180.00
Brocade	Switching (iSCSI only)	Installation, configuration, testing	\$ 250.00	\$ 225.00

Professional Services Capability Matrix				
Manufacturer	Technology	Notes	MSRP (hourly)	Contract Discount Rate (hourly)
Meraki	Switching	Installation, configuration, testing	\$ 200.00	\$ 180.00
	MDM	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Firewall	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Wireless	Installation, configuration, testing	\$ 200.00	\$ 180.00
AllWorx	VOIP / Phones	Installation, configuration, testing	\$ 200.00	\$ 180.00
Watchguard	Firewall	Installation, configuration, testing	\$ 200.00	\$ 180.00
	Wireless	Installation, configuration, testing	\$ 200.00	\$ 180.00
Palo Alto	Firewall Appliance	Installation, configuration, testing	\$ 250.00	\$ 225.00
	Firewall (Virtual)	Installation, configuration, testing	\$ 250.00	\$ 225.00

Region 4 ESC R191104 Contract
9/7/2022

Desktop Services Capabilities

Service	Technology	Description	MSRP (hourly)	Contract Discount Rate (hourly)
Office Moves/Logistics	PCs, Laptops, printers, monitors, datacenter equipment	Works with warehousing to provide trucks and logistics support	\$ 85.00	\$ 76.50
Depot (ADP replacements)	Laptops and desktops	Provide break/fix services via contract with Lenovo/Dell/HPI	\$ 85.00	\$ 76.50
Hardware and Software Installation	Laptops/Desktops	Install, configure, and maintain desktop software such as MS Office, line of business apps, and operating systems	\$ 100.00	\$ 90.00
Third Party Inventory	Various	Take inventory of all hardware in a warehouse or storehouse - completed spreadsheet of all inventory and location services	\$ 75.00	\$ 67.50
PC Break/Fix	PC/Laptop	Break/Fix services on non-contract fixes for various laptop/desktop manufacturers - reactive services	\$ 85.00	\$ 76.50
PC/Printer Deployments	PC/Laptops/Printer	Large scale deployments that may include configuration or image services	\$ 75.00	\$ 67.50
Configuration and PC Imaging	PC/Laptop	Large scale imaging and tagging deployments for PC/laptops	\$ 100.00	\$ 90.00

Xerox IT Services OEM Part # TECH-VBSERVICEPC (Custom Configed with options below)

Service	Description	MSRP (hourly)	Contract Discount Rate (hourly)
Asset Tag	Remove unit from packaging, apply asset tag, re-package in original mfg. packaging	\$ 4.00	\$ 3.60
Upgrade Hardware	Open device, install additional RAM, hard drive, etc., close device, power test, and verify function	\$ 8.00	\$ 7.20
Image PC	Install customer-provided image using SCCM and verify image functionality	\$ 25.00	\$ 22.50
Image - Add Program	Install one (1) application not included in the original image, test application execution (no config)	\$ 2.50	\$ 2.25
Image - Remote Domain Join	Connect PC to company Domain remotely (during image process)	\$ 4.00	\$ 3.60
Image - Individual Repackage	Post imaging repackaging in original mfg. packaging	\$ 4.00	\$ 3.60
Shipping	Delivery PCs to onsite location and delivery them indoors	\$ 9.00	\$ 8.10
Bundle Pricing (price is per unit)			

Service	Description	MSRP (hourly)	Contract Discount Rate (hourly)
Image and Deliver	Unbox, apply customer's asset tag to device, upgrade hard ware (i.e., RAM, etc.), install customer provided image, install up to 7 applications not on image, connect to customer domain (remotely), repackage PC with custom labeling, deliver to customer location.	\$ 25.00	\$ 22.50
Install - PC	Includes unpacking, installation, network connectivity, peripherals, complete cable management, and then removal of trash.	\$ 45.00	\$ 40.50
Install - Monitor	Install new monitor onto existing platform, test functionality, and remove trash	\$ 25.00	\$ 22.50
Monitor Replacement	Uninstall old monitor, unbox new monitor, install new monitor, test functionality, remove trash and move old monitor to designated location	\$ 35.00	\$ 31.50
PC Replacement Services	Includes Transfer data and favorites from legacy, map drives & Map/Install printers. (Up to 10 Devices Mapped/Installed & 5 GB Data Transfer)	\$ 60.00	\$ 54.00
Data Transfer (additional data)	Per additional 5GB Data Transfer	\$ 15.00	\$ 13.50
Domain Join - Windows to Windows	Per Device. Onsite - Add Windows OS Device to Windows Domain.	\$ 15.00	\$ 13.50
Profile Migration - Local to Domain	Per Device. Onsite - Migrate Profile including Desktop, Documents, Favorites, & Downloads to Domain Profile.	\$ 50.00	\$ 45.00
Domain Join & Profile Migration Bundle	Per Device. Onsite - Add Windows OS Device to Windows Domain. Migrate Profile including Desktop, Documents, Favorites, & Downloads to Domain Profile.	\$ 60.00	\$ 54.00
General Equipment Move	Per Device. Includes up to two monitors, PC and peripherals (i.e., CPU, laptop, docking station, keyboard, mouse, speakers, phone, and printer). Breakdown, package, transport, reconnect.	\$ 50.00	\$ 45.00
Image Creation	Includes assistance with Image Creation and Capturing Image.	\$100 per hour	\$90 per hour
Weekly Storage Fee	(Equipment Value/# of Pallets) * .018	FORMULA	FORMULA

Region 4 ESC R191104 Contract

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**IT Services related Hardware. Including, but not limited to: PCs, Tablets, Laptops, Peripherals, Telephony, Storage, Network Appliances, Software.
Discount categories include all available brands, unless otherwise specified.**

<u>Category</u>	<u>Brand</u>	<u>% Off MSRP</u>
Accessories	All Brands	7.50%
Power, Cooling & Racks	All Brands	5.00%
Desktop Computers	All Brands	5.00%
Data Storage / Drives	All Brands	7.50%
Enterprise Storage	All Brands	7.50%
Point of Sale / Data Capture	All Brands	5.00%
Servers & Server Management	All Brands	7.50%
Notebooks / Mobile Devices	All Brands	5.00%
Networking / Wireless Products	All Brands	8.00%
Carts & Furniture	All Brands	5.00%
Collaboration Hardware	All Brands	7.50%
Video & Audio	All Brands	7.00%
Video Hardware	All Brands	3.00%
Cables	All Brands	12.00%
Interactive Whiteboards	All Brands	0.00%
Interactive Flat Panel Displays	All Brands	9.00%
Chromebooks	All Brands	3.00%
All Other IT Hardware	All Brands	5.00%
Google Chrome Management	Google	2.00%
Azure Cloud Services	Microsoft	0.00%
All Other Services	All Brands	7.50%
Software	All Brands	5.00%
Warranties / Product Protection	All Brands	7.50%