



### 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 9/15/2022.

**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**  
\_\_\_ New Addition  
X Update Only  
\_\_\_ Supporting Documentation

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

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

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

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).  
Xerox Managed Print Services (MPS), formerly known as Intelligent Workplace Services (IWS), is currently on contract as a Value Added Service. Xerox is requesting to add the attached MPS Rate Card, Services Master Agreement (SMA) and the Amendment to the contract. The SMA and Amendment will be provided at order time to the Participating Entity procuring the Services. The Amendment is for those customers that have an existing MPS contract with Xerox under the Region 4 ESC MPS Contract #171406 and want to procure additional products and services under the Region 4 ESC Contract #R191104 once the R171406 master agreement expires.

Submitted By: Rachael Jones Turner

**Approved by Email:** Date 9/29/2022 | 7:51 AM CDT

Title: Director, SLED Cooperative Contracts

**Denied by Email:** Date \_\_\_\_\_

Email Address: Rachael.Jones@Xerox.com

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

# Region 4 ESC MPS Contract #R191104

9/7/2022

## Managed Print Services (MPS) Price List

### U.S. ONLY PRICING

**XEROX Managed Print Services (MPS) is a comprehensive print and document management service addressing today's regulatory and competitive pressures through a unified approach that drives agile workflow, employee productivity and customer satisfaction enhancement. Within the service portfolio there are 6 key capabilities that address:**

- **Workplace Assessment and Optimization:** Turning client data and analytical reporting into actionable transformation that optimizes productivity and the integration of workplace technology
- **Smart Fleet Management:** Supporting the changing IT infrastructure and the needs of the virtual worker using cloud-based applications and services; all underpinned by a comprehensive device management program
- **Content and Capture:** Enabling document scanning and conversion from the mobile device, web browser or MFP to extract data and streamline business processes
- **Secure Print Management:** Furthering client needs for regulatory compliance and to safeguard against security breaches while addressing the demands of the mobile employee to work and print anywhere, at anytime
- **Workflow Automation:** Streamlining processes and improving cycle times by digitizing and automating complex business workflows. As a result, organizations can boost productivity, improve security and better serve their customers
- **Content Management:** Delivering a complete digital document management environment made available on premise or in the cloud. We provide a better way to manage paper and digital content from creation to retention to transformation, with content collaboration capabilities to drive enhanced user productivity

Category	Type	Offering Component / Product Code	Offering Description	Price Type	List Price	Region 4 ESC Contract Price	Minimum Discount Offered (%)	Comments
Smart Fleet Management (SFM)	Xerox Print Services (XPS)	<b>Xerox Print Service (XPS) Base</b>	XPS is a small-to-medium sized business solution that includes: - Tool: Xerox Device Agent (XDA) - Device Status Monitoring and Device Discovery - Auto Meter Submission and Supplies Replenishment - Client Portal - Standard Reporting (5 pre-defined reports) - Reactive Break Fix - General Helpdesk (1-800, non-dedicated) - Move/Add/Change/Dispose asset management	<u>MONTHLY MINIMUM</u>	\$550.00	\$500.00	10%	Monthly billing commitment of \$500 required.
Smart Fleet Management (SFM)	Xerox Print Services (XPS)	<b>Black/White Networked Laser Non-Xerox devices</b>	Black and White printed impressions for networked laser printers	<u>PRICE PER IMPRESSION</u>	\$0.0171	\$0.0155	10%	Xerox Print Service Base required.
Smart Fleet Management (SFM)	Xerox Print Services (XPS)	<b>Color Networked Laser Non-Xerox devices</b>	Color printed impressions for networked laser printers.	<u>PRICE PER IMPRESSION</u>	\$0.149	\$0.135	10%	Xerox Print Service Base required.
Smart Fleet Management (SFM)	Xerox Print Services (XPS)	<b>Black/White Non-Networked devices</b>	Black and White Laser printers that are directly connected to a computing device (PC).	<u>MONTHLY PRICE PER DEVICE</u>	\$27.50	\$25.00	10%	Xerox Print Service Base required.
Smart Fleet Management (SFM)	Xerox Print Services (XPS)	<b>XPS Color Non-Networked devices</b>	Color Laser printers that are directly connected to a computing device (PC).	<u>MONTHLY PRICE PER DEVICE</u>	\$49.50	\$45.00	10%	Xerox Print Service Base required.
Smart Fleet Management (SFM)	Xerox Print Services (XPS)	<b>Xerox Phasers and Xerox MFDs</b>	The additional monthly cost for Management services to be added to Xerox MFP devices purchased off of the contract.	<u>MONTHLY PRICE PER DEVICE</u>	\$11.00	\$10.00	10%	Xerox Print Service Base required.
Smart Fleet Management (SFM)	EPS	<b>Xerox Enterprise Print Services (EPS) BASE</b>	EPS is a <u>enterprise-focused</u> print management solution that includes: - Tool: Xerox Device Manager (XDM) and Xerox Services Manager (XSM) - Proactive Device Status Monitoring and Device Discovery - Proactive Auto Meter Submission and Supplies Replenishment - Expanded Client Portals (Xerox Service Portal option, MPS Advanced Analytics - Enhanced Reporting (Monthly reporting, quarterly business reviews, customized requests) - Proactive Break Fix and ticket tracking - Dedicated Helpdesk - Move/Add/Change/Dispose asset management	<u>MONTHLY PRICE PER DEVICE</u>	\$13.00	\$11.75	10%	Enterprise Print Services (EPS). EPS is a more advanced offering that is designed to support larger enterprise fleets and offers greater flexibility with respect to pricing options and contract terms. EPS also provides additional services offerings related to Managed Print such as onsite DocuCare Associates, Xerox Print Awareness Tool, etc. EPS can be offered on a fixed price basis or a cost per page basis.
Smart Fleet Management (SFM)	EPS - Optional	<b>EPS for NETWORKED Printers</b>	Xerox Managed Print Services for NETWORKED printers service is an optional component under the EPS Services offer from Xerox to support your NETWORKED Xerox and non-Xerox A4 printer fleet. Includes Consumables and Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers. Xerox EPS Base is a required.	<u>PRICE PER IMPRESSION</u>	\$0.1480 Color \$0.0385 Black/White	\$0.1350 Color page \$0.035 Black/White	10%	Enterprise Print Services (EPS) BASE offering required.

Category	Type	Offering Component / Product Code	Offering Description	Price Type	List Price	Region 4 ESC Contract Price	Minimum Discount Offered (%)	Comments
Smart Fleet Management (SFM)	EPS - Optional	<b>EPS for Non-Networked LASER Printers</b>	Xerox Managed Print Services for LOCALLY CONNECTED LASER printers is an optional component under the EPS Services offer from Xerox. Xerox Managed Print Services is a set of deliverables to support your NON-networked Xerox and non-Xerox A4 printer fleet. Includes Help Desk support, Managing supplies, Asset tracking pertaining to Move, Add, Change, and Dispose activities done by the customer, Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers.	<u>MONTHLY PRICE PER DEVICE</u>	\$50.00 Color \$29.00 Black/White	\$46.00 Color \$26.00 Black/White	10%	Enterprise Print Services (EPS) BASE offering required.
Workplace Assessment and Optimization	EPS - Optional	<b>Optimization of the Print Environment</b>	Price Per Device, One-Time Charge. Optional EPS Component. Includes Asset Mapping, End-User Survey, Detailed Recommendation/Future State Design, Analysis and Plan Design. Service price based on an example of 300 assets in three different locations, assuming each site has more than 20 devices. Actual pricing will be determined on a per project basis, not to exceed this amount unless scope is greater than that stated above. Xerox will utilize EXISTING (On-site Support / DocuCare Required) resources to perform the inventory at the client's location. On-site Support / DocuCare Required.	<u>PER DEVICE PER EVENT</u>	\$71.00	\$64.35	10%	Enterprise Print Services (EPS) BASE offering required.
Smart Fleet Management (SFM)	EPS - Optional	<b>Xerox Consulting Services</b>	Xerox Consulting Services are optional Xerox EPS Services components. Xerox Consulting Services provide two levels of support: Sr. Consultant Level – This is to provide senior, strategic and/or management level services associated with delivery of Managed Print Solutions. These include project management, transition management, change management, implementation management and services management. Consultant Level – This is to provide first line services including data collection, transition services, asset coordination, and implementation execution.	<u>NOT-TO-EXCEED PRICE-PER HOUR</u>	\$165 - Sr. Consultant \$94 - Consultant	\$125 - Sr. Consultant \$55 - Consultant	25%	Enterprise Print Services (EPS) BASE offering required.
Smart Fleet Management (SFM)	EPS - Optional	<b>On-site Support / DocuCare</b>	On-site Support / DocuCare is an optional component under the EPS Services offer from Xerox. Onsite first point of contact for Help Desk issues, Download and install printer drivers on end-user equipment, Perform printer mapping to PC as required, Escalate printer network issues to appropriate resource, Perform Advanced Customer Training (ACT) or DocuCare maintenance and diagnosis functions., Manage and maintain on-site parts inventory using PM4, Ensure SLAs are adhered to per SOW, Physical device management and control, Device Configuration (Enter IP address, scanning templates, User access levels. Scan to File/Email, etc...), Monitor/apply current patches, Non-Xerox device management as required, Perform remote device monitoring and remote solve (Xerox Device Management), Identify and promote Xerox Office solutions, may also include Provide leadership, coaching & feedback to help drive successful results to meet operational metrics and account SLA's and could include being responsible for the overall delivery of contracted services at client site. The specific role/responsibility and pricing will vary depending on requirements of client contract. Onsite Xerox associate dedicated to client support for fleet of 125 print devices. Price per Associate is presented as a 'Not to Exceed' pricing. Actual pricing will depend on contracted responsibilities	<u>NOT-TO-EXCEED MONTHLY PRICE PER ASSOCIATE</u>	\$7,685	\$6,920	10%	Enterprise Print Services (EPS) BASE offering required.
Smart Fleet Management (SFM)	EPS - Optional	<b>Xerox Services Portal</b>	Xerox Services Portal is an optional Xerox EPS Services component. The Xerox Services Portal is a secured customer web portal that acts as a primary website for organizations with the Xerox Managed Services program. It presents customer facing pages to provide customers with a single place for all of their Managed Document Output Service needs including, but not limited to Submit and view Help Desk incidents for service or supplies; Read equipment documentation and How Tos; troubleshooting guides; Participate in surveys; view operational reports as csv, xml, pdf or excel formatted documents and Submit meter readings for non-networked devices.	<u>NOT-TO-EXCEED MONTHLY PRICE PER DEVICE</u>	\$4.16	\$3.00	28%	Enterprise Print Services (EPS) BASE offering required.

Category	Type	Offering Component / Product Code	Offering Description	Price Type	List Price	Region 4 ESC Contract Price	Minimum Discount Offered (%)	Comments
Smart Fleet Management (SFM)	EPS - Optional	<b>Enhanced Device Implementation and Pre-Configuration</b>	Enhanced setup, delivery, and installation that includes pre-configuration of equipment to standard configurations prior to installation. Also includes device certification (One device per model family) at a single site.	<i>NOT-TO-EXCEED MONTHLY PRICE PER DEVICE</i>	\$16.20	\$15.00	8%	Enterprise Print Services (EPS) BASE offering required.
Smart Fleet Management (SFM)	EPS - Optional	<b>Enhanced Operations and Service Delivery Management</b>	Operational resource that provides day-to-day escalation management and ongoing reporting, trend analysis, and operational business reviews.	<i>NOT-TO-EXCEED MONTHLY PRICE PER DEVICE</i>	\$25.00	\$25.00	0%	Enterprise Print Services (EPS) BASE offering required. Minimum of \$500 charge per month.
Smart Fleet Management (SFM)	Sustainability - Optional	<b>Xerox Print Awareness Tool</b>	Sustainability tool that uses "Gamification" to show users how their print impacts the environment and cost to the company. Print points can be allocated and utilized each month to minimize unnecessary print and drive better print behavior.	<i>NOT-TO-EXCEED MONTHLY PRICE PER USER</i>	\$2.36	\$2.25	5%	Enterprise Print Services (EPS) BASE offering required.
Secure Print Management	EPS - Optional	<b>Xerox Print Security Audit Service (XPSAS)</b>	Billed Annually. Xerox Print Security Audit Service (XPSAS) is a comprehensive device security solution that incorporates risk mitigation services into an automated software tool. XPSAS brings automated remote configuration to device security. Xerox Print Security Audit Service automates setting device configurations remotely, monitors for compliance and remediates any violators in 3 key areas – firmware upgrades, password management and device settings configuration and management. Automation enables installation and delivery teams to reduce errors, save time and provide higher security levels to clients. Teams can demonstrate alignment to compliance standards using interactive dashboards – a unique advantage that comes only with Xerox. This requires access to Xerox Device Manager (XDM). Xerox Proactive Management Services for NETWORKED Printers is required. This package includes setup of a single XPSAS-defined equipment settings policy, a single password policy, and a single firmware policy.	<i>Setup Fee + ANNUAL PRICE</i>	\$2,690 Per Contract + \$200 Yearly	\$2,420 Per Contract + \$180 Yearly	10%	Enterprise Print Services (EPS) BASE offering required.
Secure Print Management	EPS - Optional	<b>XPSAS Advanced</b>	Billed Annually. XPSAS Advanced adds up to 5 additional XPSAS-defined settings policies, up to 5 additional password policies, and up to 10 additional firmware policies.	<i>Setup Fee + ANNUAL PRICE</i>	\$9,425 Per Contract + \$505 Yearly	\$8,482 Per Contract + \$455 Yearly	10%	Enterprise Print Services (EPS) BASE and Xerox Print Security Audit Service (XPSAS) offering required.
Secure Print Management	EPS - Optional	<b>XPSAS Firmware Management - Additional Policy Packages</b>	Billed Annually. Adds up to 5 additional firmware policies to Xerox Print Security Audit Service (XPSAS).	<i>ANNUAL PRICE</i>	\$1,688.00	\$1,520.00	10%	Enterprise Print Services (EPS) BASE and Xerox Print Security Audit Service (XPSAS) offering required.
Secure Print Management	EPS - Optional	<b>Xerox Workplace Suite</b>	Xerox Workplace Suite (XWS) is a print management solution that delivers authentication, accounting and cost control, print rules, content security and mobile device workflows. XWS is installed On-PREMISE for on a server behind your firewall for a private, secure on-site deployment, the flexible modular approach allows you to license the features that fit your business needs, regardless of the number of devices you have.	<i>NOT-TO-EXCEED MONTHLY PRICE PER DEVICE</i>	\$10.00	\$10.00	0%	Enterprise Print Services (EPS) BASE offering required.
Secure Print Management	EPS - Optional	<b>Xerox Workplace Cloud</b>	Xerox Workplace Cloud (XWC) is the cloud version of XWS that offers the same print management solutions to delivery authentication, accounting and cost control, print rules, content security and mobile device workflows in a secure, hosted cloud that is managed by Xerox.	<i>NOT-TO-EXCEED MONTHLY PRICE PER DEVICE</i>	\$8.00	\$8.00	0%	Enterprise Print Services (EPS) BASE offering required.
Secure Print Management	EPS - Optional	<b>Xerox Virtual Print Management Service</b>	Xerox Virtual Print Management is built on the XWC platform and ADDS the benefits of a serverless print environment to more efficiently manage print in the cloud. Eliminate costly print servers and enable cloud print that's trackable, chargeable, and more convenient for end-users.	<i>NOT-TO-EXCEED MONTHLY PRICE PER DEVICE</i>	\$13.65	\$13.00	5%	Enterprise Print Services (EPS) BASE offering required.
Capture, Workflow, and Content Management	Software - Optional	<b>DOCUSHARE EDUCATN</b>	DOCUSHARE EDUCATION	<i>NOT-TO-EXCEED LIST PRICE</i>	\$2,000.00	\$2,000.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>DOCUSHARE ENTERPR</b>	DOCUSHARE ENTERPRISE CONTENT MANAGEMENT. Enable digital transformation with workflow and electronic storage, sharing, and management of documents.	<i>NOT-TO-EXCEED LIST PRICE</i>	\$20,000.00	\$20,000.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>DOCUSHARE STANDAR</b>	DOCUSHARE STANDARD	<i>NOT-TO-EXCEED LIST PRICE</i>	\$3,000.00	\$3,000.00	0%	Final pricing based on customized configuration with applicable solution components.

Category	Type	Offering Component / Product Code	Offering Description	Price Type	List Price	Region 4 ESC Contract Price	Minimum Discount Offered (%)	Comments
Capture, Workflow, and Content Management	Software - Optional	<b>FLEX20-CU25</b>	Flex Concurrent User - 25 Users - 200 GB	NOT-TO-EXCEED LIST PRICE	\$2,250.00	\$2,250.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>FLEX20-CU50</b>	Flex Concurrent User - 50 Users - 200 GB	NOT-TO-EXCEED LIST PRICE	\$4,000.00	\$4,000.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>FLEX20-NU-100GB</b>	Flex Named User - 10 Users - 100 GB	NOT-TO-EXCEED LIST PRICE	\$683.33	\$683.33	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>FLEX20-NU-20GB</b>	Flex Named User - 5 Users - 20 GB	NOT-TO-EXCEED LIST PRICE	\$205.00	\$205.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>FLEX20-NU-250GB</b>	Flex Named User - 20 Users - 250 GB	NOT-TO-EXCEED LIST PRICE	\$1,165.83	\$1,165.83	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>FLEX20-NU-50GB</b>	Flex Named User - 10 Users - 50 GB	NOT-TO-EXCEED LIST PRICE	\$490.00	\$490.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>FLEX-CONN-QBO</b>	DocuShare Connector for QuickBooks Online	NOT-TO-EXCEED LIST PRICE	\$375.00	\$375.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>FLEX-CONN-SFDC</b>	DocuShare Connector for Salesforce	NOT-TO-EXCEED LIST PRICE	\$375.00	\$375.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>FLEX-CU-ADD</b>	Single Concurrent User Add	NOT-TO-EXCEED LIST PRICE	\$100.00	\$100.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>CLD-1000-TIER4</b>	1000 Additional Users Tier 4	NOT-TO-EXCEED LIST PRICE	\$20,000.00	\$20,000.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>CLD-5-TIER1</b>	5 Additional Users Tier 1	NOT-TO-EXCEED LIST PRICE	\$200.00	\$200.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>CLD-5-TIER2</b>	5 Additional Users Tier 2	NOT-TO-EXCEED LIST PRICE	\$175.00	\$175.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>CLD-5-TIER3</b>	5 Additional Users Tier 3	NOT-TO-EXCEED LIST PRICE	\$125.00	\$125.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>CLD-5-TIER4</b>	5 Additional Users Tier 4	NOT-TO-EXCEED LIST PRICE	\$100.00	\$100.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>CLD-50-TIER2</b>	50 Additional Users Tier 2	NOT-TO-EXCEED LIST PRICE	\$1,750.00	\$1,750.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>DS-STD-REMOTE-INST</b>	Basic Remote Installation	NOT-TO-EXCEED LIST PRICE	\$2,000.00	\$2,000.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>DS-STG-FAILOVER</b>	Incremental Server License for DS	NOT-TO-EXCEED LIST PRICE	\$6,000.00	\$6,000.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>DS-TUNE-UP</b>	System Tune-Up	NOT-TO-EXCEED LIST PRICE	\$12,250.00	\$12,250.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>DS7-SMB</b>	SMB Server Bundle v7.0	NOT-TO-EXCEED LIST PRICE	\$9,000.00	\$9,000.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>DSPN-AS</b>	DocuShare Partner Network Annual Subscription	NOT-TO-EXCEED LIST PRICE	\$1,995.00	\$1,995.00	0%	Final pricing based on customized configuration with applicable solution components.
Capture, Workflow, and Content Management	Software - Optional	<b>EDU-CONT-RULE-ENA</b>	Content Rule Enablement for Education Servers w/10 CPX CALs	NOT-TO-EXCEED LIST PRICE	\$3,000.00	\$3,000.00	0%	Final pricing based on customized configuration with applicable solution components.

Category	Type	Offering Component / Product Code	Offering Description	Price Type	List Price	Region 4 ESC Contract Price	Minimum Discount Offered (%)	Comments
Capture, Workflow, and Content Management	Software - Optional	<b>EDU-CPX-CAL-50</b>	50 Instructor CALs	NOT-TO-EXCEED <u>LIST PRICE</u>	\$10,000.00	\$10,000.00	0%	Final pricing based on customized configuration with applicable solution components.

**XEROX AMENDMENT TO**  
**[CUSTOMER NAME]**  
**SERVICES MASTER AGREEMENT**  
**REFERENCE # [7-DIGIT CONTRACT NUMBER]**



**THIS AMENDMENT** (the "Amendment") amends Agreement number **[7-DIGIT CONTRACT NUMBER]** (the "Agreement") between **[Customer Name]** ("Customer") and Xerox.

The parties agree that the Agreement is modified as described below:

1. This Amendment is effective ("Effective Date") as of the date signed by both parties.
2. The customer hereby acknowledges the Region 4 ESC Contract number R171406 has now expired and wishes to accept the terms and conditions of the Region 4 ESC Contract number R191104, including Attachment H, between Region 4 ESC and Xerox.

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

**[Customer Name]**

**XEROX CORPORATION**

\_\_\_\_\_  
*Name (Please Print)*

\_\_\_\_\_  
*Name (Please Print)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

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

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

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



# SERVICES MASTER AGREEMENT

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

## AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to the Customer over time. This Agreement is grouped into Modules. However, it is the intent of the parties that the Products and Services acquired hereunder be acquired under the auspices of the Region 4 ESC Contract #R191104 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.

The “GEN” Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

## DEFINITIONS MODULE

### 1. DEFINITIONS

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

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



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

will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement), an eCommerce Order (which is used solely for electronic ordering through an eCommerce Portal as defined and described in Section 2.16), or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

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

- ww. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.
- xx. **Third Party Hardware** means non-Xerox brand equipment.
- yy. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- zz. **Third Party Software** means non-Xerox brand software.
- aaa. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transactionally-based gross receipts, and privilege Taxes.
- bbb. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.
- ccc. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

## GENERAL MODULE

### 2. GENERAL

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

#### 2.1. Agreement Structure

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Eligible Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.
- b. **Eligible Affiliates.** Only Customer and its Eligible Affiliates may acquire Services, Maintenance Services and Products under this Agreement. If an Eligible Affiliate establishes a Services Contract by signing an Order, it will be the "Customer" for the purposes of such Services Contract. If Customer divests an Eligible Affiliate, such divested entity is no longer eligible to establish any new Services Contracts or to submit any additional Orders under an existing Services Contract; however, Products installed and Services being provided at such divested entity under an existing Order shall retain the pricing and terms and conditions thereof.
- c. **Orders and Services Contracts.**
  - i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by an Eligible Affiliate, such Eligible Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose.
  - ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number followed by a three-digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.
  - iii. Unless Customer provides notice in writing at least 30 days before the end of the term of an Order of its intention not to renew, the Order will renew automatically on a month-to-month basis on the same terms and at the same price.
  - iv. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a "writing" or "in writing;" (b) "signed" by the Customer; (c) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.

## 2.2. CHARGES, PAYMENT AND DEFAULT

- a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's then current overtime rates will apply to Services requested and performed outside Customer's standard working hours.
- b. **Payment.** Customer agrees to pay Xerox all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account within 30 days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment. For any payment not received by Xerox as of the due date, Xerox may charge, and Customer agrees to pay, a late charge of the greater of \$25 or 5% of the amount overdue (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. If Customer disputes any amount included in an invoice, then (i) Customer must notify Xerox of the dispute in writing, (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within 30 days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.
- c. **Default.** Customer will be in default if Xerox does not receive any payment within 15 days after the date it is due, or if Customer breaches any other obligation under this Agreement, any Services Contract, or any other agreement with Xerox. If Customer defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/ or Consumable Supplies), may require immediate payment of (1) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1.5% per month (or the maximum rate or amount allowed under applicable law), and (2) any early termination charges set forth in this Agreement or in the applicable Services Contract and/or Order(s). Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce any Services Contract.

## 2.3. Taxes

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

## 2.4. Customer Responsibilities

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

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

- k. to provide contact information for Equipment such as name and address of Customer contact.

## 2.5. Warranties

- a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:
  - i. it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;
  - ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and
  - iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.
- b. **Xerox Warranties.**
  - i. Services Performance. Xerox agrees to perform the Services in a professional manner, consistent with applicable industry standards. Xerox will re-perform any Services not in compliance with this representation and brought to Xerox's attention in writing within 30 days after such Services are performed, which shall be the exclusive remedy for such non-compliance.
  - ii. Equipment Warranty. Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.
  - iii. Third Party Product Warranty. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.
  - iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:
    - (a) Customer's failure or delay in performing its responsibilities under this Agreement;
    - (b) reasons outside Xerox's reasonable control, including Customer Assets, Customer's content or materials, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
    - (c) unauthorized modifications to Equipment, Software or Third Party Hardware.
- c. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

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

## 2.6. Intellectual Property

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

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

## 2.7. Indemnification

- a. **Mutual Indemnification.** Each party (and its Affiliates), if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its Affiliates) in connection with this Agreement.
- b. **Xerox Indemnification.** Xerox shall, if promptly notified by Customer (or its Affiliate(s)) and given the right to control the defense, indemnify, defend and hold harmless Customer, its Affiliates and their respective officers, directors, employees, agents, successors and assigns, for all Claims that Xerox Products or Customer's use of the Services provided by Xerox under this Agreement infringe a U.S. patent, copyright or other intellectual property right. Notwithstanding anything to the contrary herein, Xerox shall have no obligation under this Section **2.7(b)** to the extent any Claim is based on or arises out of any (i) Services performed using Customer Assets, Customer Information or other materials provided to Xerox by Customer for which Customer failed to provide sufficient rights to Xerox; (ii) infringement by Services resulting from Customer's direction, specification or design; (iii) modification or alteration to such Xerox Products or Services not approved in writing by Xerox; (iv) any combination or use of the Xerox Products or Services not approved in writing by Xerox; (v) use of the Xerox Products or Services not in accordance with the applicable Documentation; or (vi) Customer's failure to use corrections or enhancements to the Xerox Products provided by Xerox. If a Claim is made or appears likely to be made pursuant to this Section **2.7(b)**, Customer agrees to permit Xerox, at Xerox' sole option and expense, to obtain the right to enable Customer to continue to use such Xerox Products, to make them non-infringing or to replace them with items that are at least functionally equivalent. If Xerox determines that none of these alternatives is reasonably available, Customer agrees to return such Xerox Products to Xerox upon Xerox' written request. Xerox will then give Customer a refund equal to the amount Customer paid Xerox for such Xerox Products less a reasonable usage fee.
- c. **Customer Indemnification.** Customer shall, if promptly notified by Xerox (or its Affiliate(s)) and given the right to control the defense, indemnify, defend and hold harmless Xerox, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, for all Claims for intellectual property infringement to the extent such Claim is based on (i) Xerox's use of Customer Assets, Customer Information or customer's content or materials used in performing Services or providing Products under this Agreement or any Order entered into hereunder; (ii) Customer's use of the Products or Services not in accordance with this Agreement or the applicable Documentation; and (iii) Claims arising out of or related to Section **2.7(b)(i)-(vi)** or Customer's failure to perform its responsibilities under Section **2.4(j)**.
- d. The indemnifying party is not responsible for any litigation expenses of the indemnified party or any settlements unless it pre-approves them in writing.

## 2.8. Limitation of Liability

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION **2.8(c)**, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE,

SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. **LIMITATION ON RECOVERY.** SUBJECT TO SECTION 2.8(c), THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION 2.8(b) SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.
- c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION 2.8 SHALL NOT APPLY WITH RESPECT TO:
- i. THE SPECIFIC INDEMNITY OBLIGATIONS SET OUT IN THIS AGREEMENT;
  - ii. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;
  - iii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR
  - iv. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

## 2.9. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a term of \_\_\_\_\_ months, and continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon 30 days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products owned by Xerox and/or Xerox Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Agreement is terminated, each Services Contract in effect at such time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty.

## 2.10. Confidentiality

- a. **Obligations.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential. The terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, are Confidential Information of Xerox and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Any services procedures manuals and Xerox's Intellectual Property are Xerox Confidential Information. Private Information is Customer's Confidential Information. Confidential Information may only be used for the purposes of receiving the benefit of or fulfilling obligations under this Agreement, and shared with employees, agents or contractors with a need to know such information to support the foregoing purposes. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation

of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency; provided, however, as to a requirement to disclose Confidential Information per clause (4), that party will (x) notify the disclosing party of the obligation to make such disclosure, and (y) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.

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

### 2.11. Data Protection/Privacy

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

### 2.12. GOVERNING LAW AND JURISDICTION

- a. This Agreement, each respective Order, and any dispute or claim arising out of or in connection with this Agreement or such Order, shall be governed by and construed in accordance with the laws of New York without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of New York.
- b. In any action to enforce this Agreement or any Order hereunder, the parties agree to waive their right, if any, to a jury trial.

### 2.13. Force Majeure

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

### 2.14. Compliance with Laws and Policies

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

### 2.15. Miscellaneous

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.
- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this



Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.

- d. **Independent Contractors.** Xerox shall perform all Services hereunder in the capacity of independent contractor and not as Customer's employee, agent or representative. Xerox employees shall not be entitled to privileges of employment that Customer may provide to Customer's employees, and Xerox shall be responsible for payment of all unemployment, social security, federal (state and local, as necessary) and other payroll taxes in regard to its employees involved in the performance of the Services. Neither of the parties, nor their respective employees or Affiliates, shall be authorized to conclude contracts in the name of the other party, or to act or appear as a representative of the other, whether in performing the Services or otherwise.
- e. **No Hiring.** During the term of an Order under which Xerox is providing Services and for a period of 1 year thereafter, Customer and Xerox each agree not to hire, solicit, or employ any of the other's personnel who have been engaged in the provision of services or the performance of this Agreement, unless prior written consent is obtained from the other party. Such prohibition shall not apply to hiring as a result of general public solicitations of employment. Should one of the parties hire the other party's personnel in violation of this Agreement, the violating party shall immediately pay to the other, as liquidated damages and as the sole remedy for such violation, an amount equal to such personnel's then current annual compensation (or the amount paid to such person during the previous 12 months in the case of an independent contractor).
- f. **Assignment.** Except for Xerox's assignment to an Affiliate or to a third party for the purposes of securitizing or factoring, neither party may assign this Agreement and any Order(s) hereunder without the prior written consent of the other party. In the event of a permitted assignment by Xerox, each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this Agreement. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim or setoff that Customer may have or claim against Xerox against any assignee of Xerox.
- g. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.
- h. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.
- i. **Order of Precedence; Entire Agreement.** This Agreement, including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be this Agreement, the applicable Orders under the Services Contract (excluding Customer POs), and the SOW or DOS, as applicable. If a term in this Agreement expressly provides for a term in an Order to take precedence, such provision in the Order shall prevail to the extent of any conflict. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section 2.6 (Intellectual Property Ownership); (2) Section 2.7 (Indemnification); (3) Section 2.8 (Limitation of Liability); (4) Section 2.10 (Confidentiality); and (5) Section 2.3 (Taxes), will prevail over conflicting provisions in any other contractual document.

## 2.16. eCommerce Portal

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

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

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

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

## SERVICES MODULE

### 3. TERMS AND CONDITIONS SPECIFIC TO SERVICES

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

#### 3.1. Scope of Services

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

#### 3.2. Charges for Services

Charges for Services are set forth in the applicable Order. Charges are based upon information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term of such Order; otherwise, Xerox may increase Charges for Services annually by an amount no greater than the CPI Adjustment Percentage. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a 30 day month, and the terms and conditions of this Agreement will apply.

#### 3.3. Use of Subcontractors

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

#### 3.4. Services Scope Changes

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

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

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

Order or, if not specifically stated therein, an amount equal to the then current MMC for said terminated or reduced Services or labor multiplied by the number of months remaining in the term of the related Order, not to exceed 6 months.

## **EQUIPMENT MODULE**

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

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

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

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

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

Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware and, for Equipment or Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges (including removal prior to the end of the term for any Equipment) will be at Customer's expense. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

#### **4.3. Equipment Status**

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

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

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

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

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

#### **4.6. Supplier Equipment Provided**

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

- a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to the Supplier Equipment. Customer will promptly notify Xerox, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The risk of loss or damage to the Supplier Equipment shall pass to Customer upon delivery to the site where Xerox performs the Services and/or Maintenance Services and/or provides Products, as applicable. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- b. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):
  - i. sell, charge, let or part with possession of the Supplier Equipment;
  - ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or
  - iii. make any changes or additions to the Supplier Equipment.
- c. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per 4.1 above). If Equipment is terminated for any reason before the end of its minimum order term, the termination charges set forth in the applicable Order or Services Contract for such Equipment shall apply.

#### 4.7. Data Security

Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models. Obligations regarding removal of Customer's Confidential Information that may be stored on hard drives on Equipment owned by Xerox, if any, and any costs associated with such removal will be set forth in the applicable Order.

#### 4.8. Remote Services for Equipment

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

#### 4.9. Removal of Hazardous Waste

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

## EQUIPMENT PURCHASE MODULE

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

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

#### 5.1. Order

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

## 5.2. Title and Risk of Loss

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

## 5.3. Default

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

## 5.4. Maintenance Services for Purchased Equipment

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

## 5.5. Agreement Provision Exclusions

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

# MAINTENANCE SERVICES MODULE

## 6. TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

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

### 6.1. Maintenance Services

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

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

### 6.2. Repairs and Parts

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

### 6.3. Hours and Exclusions

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

manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

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

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

#### **6.5. Remedy**

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

#### **6.6. End of Service**

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

## **SOFTWARE LICENSE MODULE**

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

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

#### **7.1. Software License**

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

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

- d. Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

## 7.2. Software Support

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

- a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of 6 months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.
- b. Xerox may make available new releases of the Software that are designated as "**Maintenance Releases**" or "**Updates**." Maintenance Releases or Updates are provided at no charge and must be implemented within 6 months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox's then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.
- c. Xerox may increase Software license fees and support fees for Application Software annually by an amount no greater than the CPI Adjustment Percentage.

## 7.3. Diagnostic Software

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

## 7.4. Third Party Software

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

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

ENTER CUSTOMER NAME

XEROX CORPORATION

---

Signature

---

Signature

---

Name (please print)

---

Name

---

Title

---

Title

---

Address

---

Address

---

Date

---

Date