



### Request for Contract Update

Pursuant to the terms of contract number R191104 for Copiers and Xerox Printers 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 Corporation  
(Contractor) hereby provides notice of the following update on  
this date 3/6/2024.

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

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

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

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

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

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

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

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

Xerox is requesting approval to add the Xerox Robotic Process Automation (RPA) solution to the Master Agreement. The RPA software based technology automates repetitive, labor intensive work across various processes, providing end to end workflow optimization and efficiency. The RPA rate card to include the Region 4 ESC not to exceed contract price is attached along with the draft Statement of Work, customized at the order time level.

Submitted By: Rachael Jones Turner

**Approved by Email:** Date 5/6/2024 | 11:11 PM CDT

Title: Director SLED Cooperative Contracts

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

Email Address: Rachael.Jones@Xerox.com

DocuSigned by:  
**Region 4 ESC:** Jorgannic Carter  
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**Region 4 ESC #R191104**  
**Robotic Process Automation (RPA) Rate Card**  
**3/6/2024**

SUPPLIER PART NUMBER	Supplier Name	Manufacturer Name	Manufacturer Part Number	Community Code	ITEM DESCRIPTION	EXPANDED ITEM DESCRIPTION	UOM	LIST PRICE	Region 4 ESC Contract Price
2140235-56-05	Xerox Corporation	Xerox	XRX-RPA SIMPLE	98526000337062	XEROX RPA - ROBOTIC PROCESS AUTOMATION - TIER1 / ANNUAL SUB	Proprietary Software / Workflow Management / Xerox RPA - Robotic Process Automation Tier 1 / Annual Subscription / Part # XRX - RPA Simple	EA	\$22,004.40	\$20,004.00
2140235-56-06	Xerox Corporation	Xerox	XRX-RPA MEDIUM	9852600037062	XEROX RPA - ROBOTIC PROCESS AUTOMATION - TIER2 / ANNUAL SUB	Proprietary Software / Workflow Management / Xerox RPA - Robotic Process Automation Tier 2 / Annual Subscription / Part # XRX - RPA Simple	EA	\$43,995.60	\$39,996.00
2140235-56-07	Xerox Corporation	Xerox	XRX-RPA COMPLEX	9852600037062	XEROX RPA - ROBOTIC PROCESS AUTOMATION - TIER3 / ANNUAL SUB	Proprietary Software / Workflow Management / Xerox RPA - Robotic Process Automation Tier 3 / Annual c / Part # XRX - RPA Simple	EA	\$66,000.00	\$60,000.00



## STATEMENT OF WORK

This Statement of Work (“SOW”) for Company Robotic Process Automation Services is made by and between [Xerox Corporation] (“Company”) and [Customer] (“Customer” and together with Company, the “Parties”) and is pursuant to the terms and conditions contained in the IT Services Master Agreement (“Master Agreement”) between the Parties, dated [Date] and this SOW. To the extent there is a conflict between the Master Agreement and this SOW, the terms of the Master Agreement shall prevail, unless specifically stated otherwise in this SOW. This SOW is created based upon Company’s understanding of the Customer’s requirements and defines the Parties’ goals and deliverables. The initial contract term of the Services commences on the date of sign-off of the Services Project Acceptance Form and ends after three years.

### Definitions, Acronyms, and Abbreviations

Term	Definition
API	Application Programming Interface – defines the way various software interface with each other
Attachment	Attachments provide additional information that is difficult to put into a Work Note or Activity
Bot	Refer to RPA. Bot is short form for the RPA Software Robotics solution
BRD	Business Requirements Document
Defect	Mistakes, errors, faults, deteriorated services
Development Test	Testing by software developers to ensure new functionality meets requirements when tested in isolation
ICR	Intelligent Character Recognition. <b>Intelligent character recognition (ICR)</b> is an advanced optical character recognition (OCR) that enables handwriting recognition allowing fonts and different styles of handwriting to be learned by a computer during processing to improve accuracy and recognition levels.
JSON	A messaging format used by RPA to exchange information with service desk applications
OCR	Optical Character Recognition Software that is used to process computer typed/handwritten text field(s) in the documents
RPA	Refers to the software robots and in this case the UiPath Robotic Process Automation Software that will be used to automate the processes in scope
REST	A communications protocol used by RPA to exchange information with service desk applications
SOAP	A communications protocol used by RPA to exchange information with service desk applications
Staging	Testing by integrators to ensure new functionality meets requirements when tested between systems
TRD	Technical Requirements Document



Term	Definition
UAT	Testing to verify the software meets requirements after all the issues have been resolved
Workflow	Logical flow of work activity designed to implement process automation based on solution design .
PDD	Process design document
SDD	Solution Design document

## **Project Overview:**

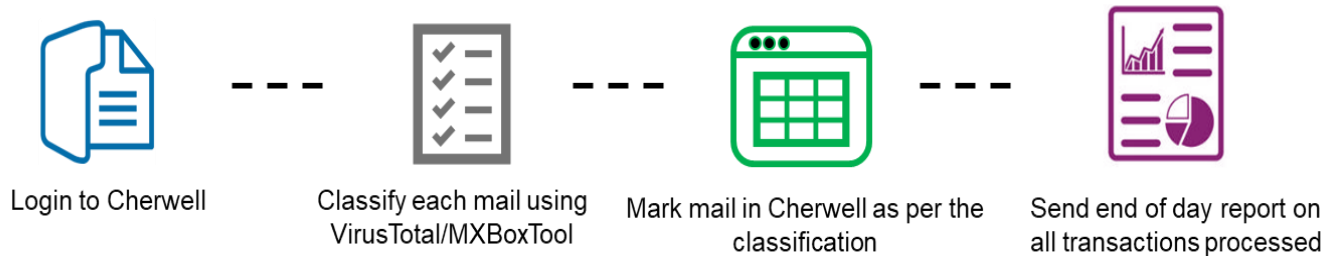
Customer would like to utilize Xerox Robotic Process Automation services to digitize and automate the case creation process for Assessment Appeal Application process.

## **Project Scope**

### **1.1 In-Scope**

The following items are in scope to be delivered within this project engagement:

#### 1. Process Flow and Details - Email Classification



#### **Classify emails :**

- End goal is to report suspicious spam mails
- Bot to view mails reported in Cherwell
- Bot runs each mail through VirusTotal / MXBoxTool to actually classify
- Mail categorizing and
  - a. Mark spam or reported phishing
  - b. Bulk
  - c. Marketing

Item	Description
Input	Cherwell
Volume	3000 email reports/day
Applications	Cherwell, VirusTotal, Servicenow
Process Frequency	Near Real Time
Templates	N/A

#### SCOPE – ROLES & RESPONSIBILITIES:

This is a special arrangement where Xerox is not catering to the entire scope of the SOW but will work collaboratively with Customer team to deliver the scope. The following segregation of duties between XEROX and Customer teams will be followed to cover the overall project scope.

#### ROLES AND RESPONSIBILITIES

Please see below an R&R matrix for some of the key project resources:

##### Key Responsibilities

Task	Organization	
<b>BRD:</b> Detailed Business Requirements Document and Process Design Document	<b>Customer</b>	✓
<b>Solution Design</b> Detailed solution design document for the process to be automated	<b>Xerox</b>	✓
<b>RPA Build</b> Build all RPA components of the solution	<b>Xerox</b>	✓
<b>RPA Testing</b> Complete testing and deploying the RPA components	<b>Customer/Xerox</b>	✓

<p><b>Integration</b></p> <p>Work with Customer to integrate the RPA components of the project and perform integration testing to demonstrate the end to end automation</p>	Xerox	✓
<p><b>Testing Coordination</b></p> <p>Coordinate all activities related to UAT of RPA components e.g. documenting test cases, ensuring test data is available in the system, conducting user training, executing the testing activity, tracking results and defects etc.</p>	Customer	✓
<p><b>Defect Fixing</b></p> <p>Fix any issues/defects related to the RPA component identified during UAT</p>	Xerox	✓
<p><b>Infrastructure</b></p> <p>Provide all infrastructure and licenses required for the project(Development, testing and production) and will install the software on their servers before project start date</p>	Customer	✓
<p><b>Model Training</b></p> <p>Perform model re-training once and then handover the activity to Customer COE for ongoing re-training and management of the models</p>	Xerox	✓

### Assumptions :

- Bot will be provided all necessary access/roles to applications and networks.
- Xerox Development Team will be provided all necessary access to applications, networks, documents and data
- Main process flow and all business scenarios will be documented by Customer COE before project kick off. Refer to the 'Roles and Responsibilities' matrix above
- Test cases and test data for all in scope business scenarios will be made available by Customer COE ahead of starting the Build phase. Refer to the 'Roles and Responsibilities' matrix above
- Xerox will not store any data in their site or tool.
- Quality of document will determine extraction quality
- Validations are all rule based.



- **Inputs to the Bot will be provided in a templated email format or via excel sheet**
- Once we handover the approved code for deployment, the deployment activities will be done by Customer
- All deliverables owned by Customer should be delivered as per the agreed schedule during the kick-off

2. Solution infrastructure:

- a. Work will be carried out on Customer's Orchestrator & Studio hosted in Customer's environment with the RPA Robots installed in Customer's VM and cloud infrastructure.
- b. Hardware Servers / Virtual Machines will be provided in the Customer's environment and access to necessary applications in the environment will be established .

3. Deployment implementation:

- a. Workflow configuration will be done by Xerox team.
- b. Any application setup or configuration in Customer environment or enterprise landscape will be done by Customer team.
- c. Bot will need access and desired roles for all proposed actions, and it will be granted by Customer .

4. Testing / UAT:

- a. Testing of the configured workflow by Customer team will be coordinated by Customer COE team with support from Xerox deployment team as required.

5. Training:

- a. End user: **Knowledge transfer** sessions will be conducted over a period of 3 weeks by a Xerox technical resource to Customer team

## 1.2 Out of Scope:

The following items are **out-of-scope**:

1. Deployment environment(s):
2. Anything from the "Roles and Responsibilities" table that is assigned to Customer team is out of contractual scope of this SOW.
3. External systems:
  - a. No installation, configuration, training, or product support of software / hardware related to Customer's enterprise applications or any backend systems that may be integrated to or associated with the proposed software.
4. Training:
  - a. No new training material will be created as part of the project.
5. Any other functionality not listed as 'In Scope' is considered **Out of Scope for the engagement at the contracted MPS 2.0 Professional Services SKU 2140269-19-07**. This





would include any services or support in excess of the original scope, i.e. data points, volume, etc.

**IMPORTANT NOTE:**

Please review the Project Constraints section of this document that may outline any limitations of this project.

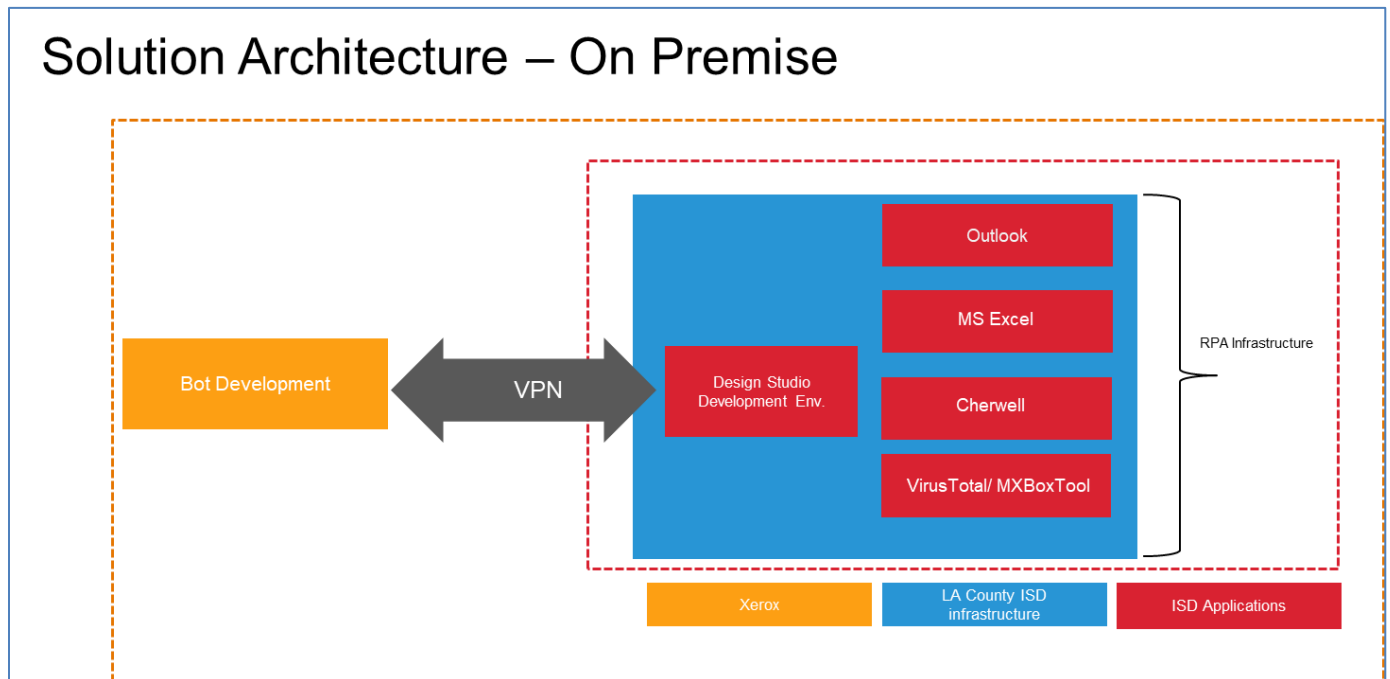
## 2. Project Implementation Details

### 2.1 Implementation Details (As Applicable)

Task	Details	
Automation	The following licenses will be provided by Customer	
	Product / Module	Quantity
	RPA Bot	1
	RPA Design Studios	2
	VM's ( Virtual Machine)	2
	Additional AI/ML software licenses necessary for this project as applicable and mutually agreed upon	
<p><b>IMPORTANT NOTE:</b></p> <ol style="list-style-type: none"> <li>Please review the Project Constraints section of this document that may outline any limitations of this project.</li> </ol>		

## 1.2 System Architecture Overview

Given below is the proposed Solution Architecture for the process in scope of this SOW.



## 2.3 Solution Target Operating Model

## 2.4 Software Licenses Included

Xerox will use the following licenses provided by Customer to perform the activities defined in this SOW:

- UiPath Studio License for developing the bots
- UiPath Robot license for executing the process in production
- UiPath Orchestrator
- <Additional OCR or other AI/ML service> (as applicable)

### 3. Project Milestones

#### 3.1 Project Estimate Timeline

Below is a high-level overview of the estimated timeline for project delivery. Exact dates and schedule will be developed working with Customer upon contract signature.

#### Success Criteria and Milestone based deliverables:

S.No	Phase	Deliverable	Evaluation Parameters	Owner	Price (Milestone Based)
1	Requirements & Design Phase	1. BRD Document including main process path and all business scenarios 2. Test Cases and success criteria for agreed test cases  Exit Criteria: <ul style="list-style-type: none"> <li>Detailed requirements for all in scope business scenarios documented.</li> <li>Technical solution design reviewed and approved.</li> </ul>	Business Requirement Document & Test Cases Sign Off UAT success criteria documented and agreed	Customer	
2	Design Phase	Solution Design document(SDD)	SDD reviewed and signed off	Xerox	(Included)
3	Development(RPA)	1. Unit Testing Results 2. Technical Design Document 3. Deployment Instructions for bot deploying into test / UAT environment	1. Bot demonstration 2. Development environment 3. Code review Sign Off	Customer	(Included)
4	Testing	RPA Testing UAT Test Results as per the defined test cases	UAT Sign Off	Customer/Xerox	
7	Testing Coordination	Testing Coordination		Customer	



		Coordinate all activities related to UAT of RPA components e.g. documenting test cases, ensuring test data is available in the system, conducting user training, executing the testing activity, tracking results and defects etc.			
8	Go Live	Deployment instructions for bot deploying into Production environment	Process 10 unique transactions through bot, post Customer deploy bot to production	Customer & Xerox	(Included)
9	Knowledge Transition	1. Process Hand Over document Code Walk through	Reverse KT	Xerox	(Included)

### 3.2 Project Prerequisites

The following list are components or tasks that are needed, and to be provided by Customer to complete this project. Requirements priority are based on the following criteria:

- a. **MUST (M)** – Defines a requirement that must be satisfied for the deployment of the proposed solution to be completed.
- b. **SHOULD (S)** – This is a high-priority requirement that should be included if possible, within the delivery time frame. Workarounds may be available for such requirements and they are not usually considered as time-critical or must-haves.
- c. **COULD (C)** – This is a desirable or nice-to-have requirement (time and resources permitting) but the deployment of the proposed solution will still be accepted if the task / component / functionality is not provided.

ID	Description	Priority	Provided? Y / N
R1	Solution implementation – Production environment – Other items: 1. At least one operator is available for training and functional testing of the RPA solution. These operators and their assigned workstations must have full and proper connectivity and access rights to the proposed software application server. These operators will need to be members of the utilized Active Directory database that is linked to the proposed software system.	<b>M</b>	
R2	Solution implementation – Others:	<b>M</b>	

	<p>1. All other software and hardware requirements as outlined in the Recommended Hardware and Software Requirements section of this document must be met.</p> <p>Notes: 1.</p>		
R3	<p>Project implementation – People resources:</p> <ol style="list-style-type: none"> <li>1. Customer shall designate a Project Manager or lead with whom Xerox personnel will communicate with for the duration of the project implementation.</li> <li>2. Availability of Subject Matter Experts during the duration of the project and for daily touchpoints and weekly demos.</li> </ol>	<b>M</b>	
R4	<p>Network Access &amp; VPN Connectivity:</p> <ol style="list-style-type: none"> <li>1. Customer Network team to assist in establishing connection.</li> <li>2. All required accesses and logins for the robot need to be configured by Customer .</li> <li>3. Customer team will provide necessary virtual machines to install the bots</li> <li>4. Connectivity and access for Xerox developers to Customer Dev and test environments</li> </ol>	<b>M</b>	
R5	<p>Test Cases and Testing</p> <ol style="list-style-type: none"> <li>1. Customer will provide clearly documented test cases</li> <li>2. Customer will provide necessary data for testing the test cases</li> </ol>	<b>M</b>	
R6	<p>Code Reviews and Sign off</p> <ol style="list-style-type: none"> <li>1. Customer will provide any applicable coding standards within the first 2 weeks of project kickoff</li> <li>2. Customer will identify one key resource during the kickoff that will be responsible for the code reviews and sign off</li> <li>3. Customer will provide reviews and sign off within 3 business days of submission of code/document</li> </ol>	<b>M</b>	
R7	<p>Knowledge Transition and Process Handover</p> <ol style="list-style-type: none"> <li>1. Customer will identify one key resource during the kickoff that will be responsible for the KT and Process Hand off once the process is deployed</li> </ol>	<b>M</b>	

**NOTE:** Please review the Project Constraints section of this document that may outline any limitations of this project.

### 3.3 Implementation

### 3.3.1 Project Initiation

Project Initiation Kick off.

Know the team

- Ensure Xerox team knows main contacts on the Customer team for this project
- Ensure Customer knows main contacts on Xerox team for this project

Provide and have initial review of the field Mapping and Generic Use Cases documents - as needed to ensure good initial understanding of RPA capabilities.

Review responses to technical questionnaire.

Scope Defined, Document [this document], and initial project plan approved by the Decision Team. Project Initiation collateral approval to continue.

### 3.3.2 Project Planning - Requirements and Design

- Project kick off meeting for Requirements and Design.
- Establish connectivity to Customer network and required access controls.
- Field Mapping complete and BRD reviewed and accepted
  - Validate the data to be captured, transferred, closed, and tracked for all Services applicable to the project.
- Determine resource availability (vacations, holidays), blackout periods, etc.
- Project Execution Schedule Integration Planning with Customer and commitment to the joint schedule.
- Project Planning collateral approval to complete the project.

### 3.3.3 Formal Testing - in the Test environments.

- Connectivity – Demonstration of successful connectivity between the Customer system and the Xerox system
  - May require Customer's networking technical resources.
- Informal Testing Between Customer and Xerox Technical Teams.
- Test Case Creation and Approval for Functional and UAT Testing (including agreement to find/fix tracking processes and tools).
- Formal Functional Testing

### 3.3.4 User Acceptance Testing

- UAT Testing - User Acceptance Test includes execution of an agreed test plan based on the standard Use Cases defined and conducted by Customer, Xerox RPA team and the Xerox Account Team.
- NOTE: UAT testing is used, in part, to ensure that the process to move code into a new environment has no flaws – so the expectation is that the same process that was used to move the new code into UAT will be used to move the new code into production.
- Technical Coherence Re-approval to ensure that what was implemented matches what was designed.
- Formal Review and approval - implementation is ready to deploy.

### 3.3.5 Deployment to Production

Customer will perform the below activities to deploy the bot to production with support from Xerox technical team

- Promote approved RPA solution to production
- Perform Testing based on agreed-to subset of test cases
- Staging, UAT resources released
- Close project

## 4. On-Going Support

Post handover, Customer COE will manage the ongoing support for the bot as per the process defined by them.

### Annual Maintenance and Change Management

In case of any planned changes to Customer 's applications or files, the Xerox RPA team should be engaged so impact of the change to the integration can be proactively tested.

If any changes are required to the bot post Go Live, Customer will engage Xerox via a Change Request process to estimate the effort needed to execute the change. Xerox team will execute the change once the cost and timeline is approved by Customer Change Control board.

## 5. Resources:

### 5.1 Company Resources

The following Xerox resources will participate as Core Team members in the project and will be included as invitees in all project meetings and reviewers of project-related documentation:

#### Key Responsibilities

Role	Responsibilities
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>• Works with (Customer ) Project Sponsor / Manager to co-ordinate delivery of the <b>project</b></li> <li>• Defines and implements project deliverables as identified in the SOW &amp; BRD</li> <li>• Supervises RPA project personnel allocated for the deployment of the solution</li> </ul>



	<ul style="list-style-type: none"> <li>• Provides skills transfer to ensure that adequate internal structures exist to support the solution during and after implementation</li> <li>• Conducts post go-live assessment – support the review processes that will consider the broader strategic and operational impact of Customer and recommend areas of further development and expansion for the service.</li> </ul>
<b>Solution Architect</b>	<ul style="list-style-type: none"> <li>• Assist in specification of RPA solution</li> <li>• Provide input to solution of technical issues;</li> <li>• Provide RPA implementation guidelines and best practices</li> <li>• Ensure integration requirements are being met;</li> <li>• Ensure capacity and security requirements are satisfied;</li> <li>• Provide software fixes/upgrades as required;</li> <li>• Liaise with other system architects to identify dependencies and address the dependencies</li> <li>• Solution Design Review</li> <li>• Technical Architecture Review</li> <li>• Architecture Standards</li> <li>• Standards, library &amp; reusability</li> <li>• Quality Standards</li> </ul>
<b>RPA Developer</b>	<ul style="list-style-type: none"> <li>• Create the Technical design document to meet the business requirements</li> <li>• Develop the solution using the design studio</li> <li>• Ensure integration requirements are being met;</li> <li>• Ensure capacity and security requirements are satisfied;</li> <li>• Provide software fixes/upgrades as required;</li> <li>• Unit test the developed solution</li> <li>• Fix defects / implement feedback provided</li> <li>• Conducts sprint demos</li> <li>• Deploy the code to the environments</li> </ul>

## 5.2 Customer Resources





The following Customer resources will participate as Core Team members in the project and will be included as invitees in all project meetings and reviewers of project-related documentation:

<b>Role</b>	<b>Responsibilities</b>
<b>Project Sponsor</b>	<ul style="list-style-type: none"> <li>Focal point for escalations and issue resolution</li> </ul>
<b>Project Manager/ Project Lead</b>	<ul style="list-style-type: none"> <li>Document any required updates to Customer processes / requirements</li> <li>Review and validate any UAT test cases related to Customer 's requirements</li> </ul>
<b>Process SME</b>	<ul style="list-style-type: none"> <li>Create any Customer documentation required including requirements, design, and process mapping</li> <li>Manage Customer development required to enable integration, including testing and debug support</li> <li>Confirm connectivity (network / firewall / web services) between environments, including debug support</li> <li>Support Staging, UAT and production environment implementation and pairwise testing, for the RPA implementation</li> </ul>
<b>Application Owner –</b>	<ul style="list-style-type: none"> <li>Help Xerox RPA team understand the details necessary to complete the solution.</li> <li>Help obtain the right kind of PD system access</li> </ul>
<b>IT Security/Infrastructure</b>	<ul style="list-style-type: none"> <li>Collaborate with Xerox Security specialists to ensure right level of access and connectivity is provided to the development team to fulfil the project requirements</li> </ul>

## 6. Project Constraints

This project has the following additional project limitations:

<b>Item</b>	<b>Limitation</b>
<b>Third party software / integration points</b>	Provided professional services does not provide any assistance or training regarding configuring of any third-party software or similar integration points with the proposed software and / or hardware solution, outside of what is explicitly mentioned in this SOW. The end



	<p>Customer is required to provide technical resources to manage additional integration points such as:</p> <ol style="list-style-type: none"> <li>1. Network system technician,</li> <li>2. Microsoft SQL Server database administrator,</li> <li>3. Document management system admin,</li> <li>4. Etc.</li> </ol>
<b>Liaising with technical resource(s)</b>	<p>Customer will designate and provide technical resource(s) for all project and technical communications with Xerox, and business partner, throughout the project. This technical resource may be classified as the application owner and is expected to provide the following functions (certain activities and tasks mentioned immediately below may be handled by different personnel):</p> <ol style="list-style-type: none"> <li>1. A technical intermediary for all areas of the organization such as the assigned business group, desktop services, and network / infrastructure team. Xerox will not be responsible for contacting these individual users or groups for any project related matter and will depend on this application owner to handle these communications.</li> <li>2. Perform project management type tasks such as coordinating meetings with related personnel from both the end Customer and Xerox on matters pertaining to this project. They will also be accountable for updating the departmental management (or group that is responsible for this project) on the progress of the project implementation and similar tasks.</li> <li>3. Be the primary individual for receiving knowledge transfer, from Xerox, related to this project. The application owner can then train end users and handle first level support issues and inquiries. The application owner will be the primary contact for escalating support issues and inquiries to Xerox or the project solution hardware / software vendor(s) after exhausting internal troubleshooting activities.</li> <li>4. Be technically knowledgeable about the end Customer ' security policies and have second level and higher knowledge and experience with the Windows network, desktop and server components, and related areas.</li> </ol>
<b>Configuration changes</b>	<p>This project was setup under a shared understanding that the solution being proposed will be done in an 10-week period from contract sign off and all pre-requisites being met. Any additional professional services, beyond the scope of this project cannot be delivered as part of this agreement. Customer can request additional professional services rendered under a new project engagement with Xerox if the need arises or by invoking a project order change request (see Project Change Request section of this SOW for more details).</p> <p>The total number of professional services days allocated for this project is addressed in the accompanying quote(s).</p>
<b>Custom scripting</b>	<ol style="list-style-type: none"> <li>1. Certain configured workflows may require custom scripting, for example handling situations when parsing the value of a single</li> </ol>



	<p>metadata field into two other fields for export purposes. This project will provide custom scripting as part of services delivered where needed within the constraints of the data capture / workflow solution.</p> <ol style="list-style-type: none"> <li>2. Should the amount of time allocated for this project, in terms of professional services, not be enough to complete the delivery of the custom scripting then additional services may be required and hence additional costs will be incurred under a Project Change Request mechanism.</li> <li>3. The provided software product is a very modular in design. There are certain limitations with each component, where custom scripting may be able to address. However, it must be noted that in scenarios where scripting cannot address the out-of-box component limitations, there is little that can be done to alleviate these limits.</li> </ol>
<b>Solution implementation</b>	<ol style="list-style-type: none"> <li>1. All the provided professional services will be done remotely for this project engagement, unless stated otherwise elsewhere in this document.</li> <li>2. This project does not provide for any <b>after-hour work</b>. Xerox general work hours are from 9:00 AM (EST) to 05:00 PM (EST), Monday to Friday (excluding Provisional and other statutory holidays). If any additional after-hours work is required, then such may be provided for additional costs under a Project Change Request order; costs (if any) are to be determined based on circumstance of the request.</li> </ol>
<b>Knowledge Transition</b>	Xerox will provide Knowledge transfer to Customer support team on the document understanding module built by Xerox COE
<b>Communications</b>	All project work, communications, and available documentation are available in only English.

## Pre- Implementation Acceptance (Business Requirements Document)

This document is designed to establish a shared understanding between Customer and Company on the plan for implementing the deliverables as identified in this Scope of Work. Signature of this section by both Customer and Company confirms this shared understanding.

<Company Name>

Authorized Company Signature

Date

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 <Customer >

Authorized Customer Representative Signature

Date

## SCHEDULE B

### CHARGES

Terms and Conditions

#### Services Description

Company will provide the SOW Services in accordance with the terms of the sales order agreement and this SOW. Any changes to this SOW shall require the written consent of both Parties.

#### Customer Acknowledgement

Customer acknowledges and agrees that: (i) Company shall have local and/or remote access to the network and server(s) where necessary for purposes of providing the SOW Services under this SOW; and (ii) the Licensed Software may be configured to provide reports to Company via email or other communication means for purposes of providing the SOW Services. The SOW Services and any Licensed Software are delivered electronically unless otherwise stated in this SOW.

#### Project Change Request

To the extent that the Parties wish to add or make modifications to this SOW after the SOW Effective Date, including without limitation modifications to the SOW Services, the addition of Professional Services, the addition of new Sites at which SOW Services will be performed, and changes to the pricing resulting from any of the foregoing, all such changes will be documented in a project change request or a mutually acceptable writing signed by both Parties. Here are typically changes that will result in Project change request.

1. Additional Licence requirement.
2. Additional man hours required for change in implementation agreed in SOW
3. Additional transaction volume exceeding the current bot capacity requiring additional bots
4. Additional requirements not in the scope of the SOW.

For scenarios where the process remains the same, but require adding additional bot capacity to cater to additional transaction volumes, we will propose adding additional bot capacity in consultation with you. Additional bot capacity will incur additional cost which will be discussed on a case to case basis.

The additional charges will be as per the ISD professional services sku 2140269-19-07 , \$160.00 per hour

#### Charges



Total Charges for the SOW Services consist of the Charges as set forth in in the Pricing section and are exclusive of all applicable Transaction Taxes. When the deliverables for each Phase have been completed by Company according to the requirements documented in this SOW, the Customer will acknowledge Phase completion in accordance with the Project Acceptance document, and billing will be enabled as defined in this SOW.

### **Delay or Abandonment**

A successful project requires diligence and timely participation by both Parties. In the event that the Customer delays the engagement by not delivering against defined commitments, not scheduling or participating in required events, or otherwise extending the timeline of the engagement, Company reserves the right to adjust the delivery dates and the professional fee and re-invoice the Customer for any additional work and associated incurred costs that result from the delay. Further, if the Customer' team ceases to interact with Company for a period of more than four weeks, the project will be deemed to be concluded and final billing will be submitted.

### **Completion**

The project will be complete when the effort estimated (hours) for the work plan presented above has been exhausted. Upon completion of the project, Company will submit an Acceptance Sign-Off document for signature by the authorized Customer representative. This document summarizes the deliverables outlined in the SOW and any relevant PCR(s). Signature by the Customer representative signifies completion of the project defined by that SOW and any relevant PCR(s). If the Customer does not return the signed Acceptance Sign-Off document to Company within five (5) business days of the Acceptance Sign-Off document submission, the Acceptance Sign-Off document is deemed accepted by Customer and Company is entitled to proceed with final billing.

### **SOW Validity**

This SOW is valid for a period of thirty (30) days. If the SOW is not signed within the thirty-day time period, an updated SOW must be requested. An updated SOW may include a change in the deliverables, terms, and/or pricing. The SOW must be signed in order to proceed with work. Company is not bound by any SOW or scope document that is not signed by authorized representatives of both Parties. Upon receipt of a Customer signed SOW; Company has thirty (30) days in which to assign the SOW to a Sales Engineer. The Sales Engineer will engage the Customer and schedule a kickoff meeting. During the kickoff meeting an implementation timeline and project plan will be developed.

### **Early Termination Charges**

Notwithstanding anything to the contrary contained in Section 7 of the Master Agreement, if this SOW is terminated for convenience, cause, or any other reason, Customer shall pay the following as early termination charges to Company: Customer shall pay all the previous phases & current phase milestone due amount before the termination



## Pricing

<b>Email Spam Classification</b>	<b>Catalogue Pricing</b>	ISD sku number is 2140269-56-07  # XRX-RPA COMPLEX  \$60,000 per unit	Number of Units: 2	\$86,480
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Milestone	Price	Billing Type
Design Phase	Included	Milestone Based
Bot Development Completion	Included	Milestone Based
Testing Completion (UAT Sign off)	Included	Milestone Based
Go-Live (Deployment)	Included	Milestone Based
KT & Complete Handover	Included	Milestone Based
<b>Total</b>	Included	

### Payment Milestones

- 20% of total price must be paid on completion of the Design Phase (\$17,296)
- 30% of total price must be paid after the completion of development (\$25,944)
- 30% of total price must be paid on UAT sign off (\$25,944)
- 20% of total price must be paid at the time of deployment (\$17,296)

Each milestone requires an RPA Services Project Acceptance form to be signed by the customer.

## Scope of Work Acceptance

The terms and conditions of this SOW apply only to the provision of the SOW Services and do not affect, amend, or modify any of the provision of Services under any other SOW under the Master Agreement.

In Witness Whereof, the Parties' duly authorized representatives have executed this SOW effective upon the SOW Effective Date.

**Customer**

**Xerox Corporation**



Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



# Attachment A

## Project Change Request (PCR) Form (Sample)

<b>Client</b>		<b>Project Name</b>	
<b>Client Contact</b>		<b>Phone</b>	<b>Email</b>
<b>Solutions Analyst</b>		<b>Phone</b>	<b>Email</b>
<b>Sales Resource</b>		<b>Phone</b>	<b>Email</b>
<b>Change Initiated By</b>			
<b>PCR Number</b>			
<b>Description of work</b>			
<b>Total Hours Change</b>		<b>Effective Date</b>	
<p>The following additional tasks have been added to the scope of this project. The effort required for each task is noted. Additional price changes will be required where indicated, for the tasks listed below.</p> <ol style="list-style-type: none"> <li>1. Task A (Days, Amount)             <ol style="list-style-type: none"> <li>a. Sub level A</li> <li>b. Sub level B</li> </ol> </li> <li>2. Task B (Days, Amount)</li> <li>3. Task C (Days, Amount)</li> </ol>			
<b>CHANGE APPROVAL</b>			
<b>Company Change Authority (Company Signature)</b>		<b>Client Change Authority (Client Signature)</b>	
<b>(Company printed name)</b>	<b>Date</b>	<b>(Client printed name)</b>	<b>Date</b>





## Attachment B

### RPA Services Project Acceptance

Xerox® RPA Services

Customer Information	
Customer Legal Name, DBA	
Primary Contact	
Street Address	
City, State, Zip	
Billing Address, if different	
Customer Phone Number	
Contact Email Address	
Customer DUNS #	

RPA Services Project Acceptance Sign-Off: By my signature, I acknowledge the agreed and committed professional services were delivered by **COMPANY** in compliance with the Statement of Work. I further understand that the date of this signing will serve as the effective contract start date.

As a result, the project is complete and accepted as final on **XX/XX/XX**

### Onboarding and/or Monthly Service Scope:

**Copy & Paste a Snip of the "Pricing" from the SOW**

Customer EXECUTION		COMPANY EXECUTION	
Customer Name		Company Name	
Printed Contact Name		Printed Representative Name	
Signature		Signature	
Date		Date	

**This document incorporates the terms and conditions of the Xerox RPA Services Master Services Agreement.**

COMPANY USE ONLY	
Company Branch #	

## ATTACHMENT C

### UiPath Flowthrough Provisions

#### UiPath Terms of Use

Customer is granted a non-exclusive, non-transferable license to use the UiPath Software and Services in the United States so long as Customer is current in the payment of all applicable software license fees. Customer shall not sub-license, assign, transfer, rent, lease or lend any license acquired under this Agreement, without the prior written consent of UiPath. Company's licensors (UiPath being a licensor) disclaim any liability for, or warranty for, the UiPath Software or Services. Customer agrees that UiPath may audit Company's records regarding its Customers' access of the Software and in case of a reasonable suspected breach, Customer agrees to provide reasonable assistance, as may be required, and to grant UiPath permission to perform audits on Customers' records regarding Customers' access to the Software. Customer agrees that it will not use or access, the Software hereunder to operate in a service bureau, managed service provider or commercial hosting service environment other than that of the Customer, or combine or incorporate the Software or Services with other software (including cloud based) to provide services to other third parties. By using UiPath Software and/or Services Customer agrees to abide by these Terms of Use ("ToU"), the UiPath Master Software and Services Agreement located at [www.uipath.com/hubfs/legalspot/UiPath\\_MSSA.pdf](http://www.uipath.com/hubfs/legalspot/UiPath_MSSA.pdf), and UiPath's Acceptable Use Policy, set forth below:

#### UIPATH ACCEPTABLE USE POLICY

This Policy is read together with the Terms of Use ("ToU") between UiPath and the Customer (referred to as "you" or "Customer").

Unless otherwise defined herein, capitalized terms have the meaning attributed to them in the ToU. "Products" or "Software" means any software component and hosted service made available by us and all improvements thereof and "Services" means any and all services and related deliverables we provide, either directly or indirectly. Some other specific terms used herein shall have the following meaning:

- "development" or "design" means the creation of an automation workflow;
- "production" or "commercial use" refers to running a software in your working environment in accordance with its intended use.

Section I. Mandatory rules for use of the Software and access to the Services:



(a) you must use them in accordance with the ToU and as described in the Licensing Models Policy, located <https://www.uipath.com/licensing-models>, or any successor website);

(b) you must comply with all terms and conditions required by third-party providers of any data, products, services, platforms, etc. you might use with the Software and Services and unless expressly stated in the ToU, you carry the risk of such use;

(c) you must not use them to operate in a service bureau, managed service or commercial hosting services environment, except as authorized by the ToU;

(d) unless expressly allowed by us, you will not mix production purpose Software with non-production purpose Software;

(e) you must not exceed the number of allocated licenses, or circumvent any technological protection measures set by UiPath to control access to the Software;

(f) unless otherwise instructed by UiPath, you may copy the Software and any associated licenses solely as needed for disaster recovery purposes, in case of force majeure; UiPath may request proof of the force majeure;

(g) you must not use and will not encourage others to use the Software or Services in a manner not authorized by the ToU (i) for benchmarking or comparison purposes, (ii) to acquire any technical specifications and gain a competitive technological or business advantage, (iii) to use outputs of UiPath machine learning technology and related tools with non-UiPath machine learning technology and related tools, (iv) to infringe any rights, (v) to violate any laws or contracts, (vi) to access, tamper with or use non-public areas of any systems of UiPath, its Affiliates or their users, (vii) to perform any type of security testing, including penetration testing;

(h) you must not use the Software or Services for any purposes prohibited by US, EU or other applicable law, including any export control laws or in connection with the design, construction and/or operation of any system where the use or a failure of such system could result in a situation that threatens the safety of human life or severe physical harm or environmental or property damage (including, for example, use in connection with any nuclear, avionics, life support or other life critical application). The Software is not fault tolerant and are not designed for such use and UiPath expressly disclaims any liability or warranty for such high-risk use;

(i) you must not alter, adapt, merge, modify, translate, decompile, develop versions or derivative works, reverse engineer, upgrade, improve or extend, features or functionalities of the Software



or Services or otherwise derive source code therefrom, except to the extent expressly permitted under applicable law and if it is essential to do so for the purpose of achieving interoperability of the Software or Services with another software program, and provided that, you have first requested UiPath to provide the information necessary to achieve such interoperability with at least 90 (ninety) days advance written notice and UiPath has not made such information available;

(j) you must not remove, alter, modify or appropriate or use as yours, any proprietary markings included therein;

(k) you must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute your rights acquired under the ToU;

(l) you must flow down all your obligations herein to, and will be liable for, all third parties you give access to Software /Services.

Section II. If UiPath provides you any Services, you will:

(a) back-up and validate data from all systems that may be accessed during and in connection with the provision of Services and UiPath assumes no liability for data loss or corruption thereof;

(b) not rely on UiPath providing any installations, deployment assistance or incident resolution in relation to any hardware or software other than the paid Software and Services;

(c) make sure you have all necessary rights to any third-party products you request UiPath to add within the Services provided to you.

Section III. As for your ethical obligations and conduct to which we keep all our customers and partners:

(a) you will not defame, stalk, harass or threaten UiPath or others, or organize acts of violence;

(b) you will not use the Software or access the Services for immoral purposes;



(c) you will not use or authorize any third party to use the Software or Services to interfere in any political, electoral or democratic process.

Section IV. If you use technology based on artificial intelligence (AI) and machine learning (ML) technology, with or within or as part of, UiPath's Software and/or Services, you must observe the following principles:

(a) respect persons and human rights and take into consideration the practical and emotional factors in relation to using the technology;

(b) use good quality, high volume, and unbiased data, and use personal data to the minimum extent possible in designing and creating your AI/ML technology or otherwise adapting AI/ML technology (where creation or adaptation are permitted by, as applicable, UiPath or the copyright owner);

(c) use the privacy by design principles in a demonstrable manner and be able to provide documentation explaining how the technology works to users or persons impacted by it;

(d) define the outcome of employing the AI/ML technology and be transparent about its limitations as well as about the limitations of the data used to train the AI/ML based product or service;

(e) make sure to involve a human arbiter in the process if your product or service enables automated decision-making mechanisms;

(f) keep detailed records of your design process and decision making when designing or creating your AI/ML technology or otherwise adapting/re-training AI/ML technology (where creation or adaptation are permitted by, as applicable, UiPath or the copyright owner).

Section V. UiPath may provide certain offerings or licenses subject to associated specific terms and conditions, as follows:

(a) Upgrade Support Licenses: you may need upgrade support licenses which UiPath will provide at its sole discretion; you will only use them as needed for the purpose of upgrading from one Software version to another and the number of upgrade support licenses will not exceed the number your production licenses at any time.



(b) Non-Production Licenses: we may provide you Software licenses limited to non-production use (e.g. for trial, internal training, evaluation, etc.); you will not use them for commercial purposes or in a production environment and you will only use “dummy data” therein with no personal data or protected health information (as defined under applicable privacy laws);

(c) Specific packages and Preview offerings: there are specific conditions which you have to fulfill in order to access either of them and additional terms and conditions may apply. You will find more details on UiPath’s or its Affiliates’ websites.

Section VI. If we notice any inactivity on your side or if you don't renew your subscription, we reserve the right to take certain measures:

(a) Community: if we notice inactivity in your use for more than 90 (ninety) consecutive days, we may close your account and/or delete any data you’re imported into the Software, which may no longer be recovered;

(b) Trial enterprise: if by the end of the trial license period for a Software component, you did not purchase the enterprise version subscription, UiPath reserves the right to demote your organization to the community edition; as a consequence some of the Software components you had access to during trial will no longer be available and consequently any data imported in such components may be deleted by UiPath and may not be recovered;

(c) Enterprise: if within 14 (fourteen) days from the end of the enterprise license period for a Software component, you did not renew your enterprise subscription, UiPath reserves the right to demote your organization to the community edition; as a consequence some of the Software components you had access to during enterprise will no longer be available and consequently any data imported in such components may be deleted by UiPath and may not be recovered.

Section VII. In relation to accounts and systems managed by us, the following obligations apply:

(a) you will not attempt to, or gain unauthorised access to any service, account, computer systems or network or circumvent any authentication or security measures or test the vulnerability of the systems or networks;

(b) you will not attempt to, or interfere with any user, host, or network, (e.g by sending a virus, overloading, spamming, or mail-bombing or use the Products or Services to distribute malware, impersonate or misrepresent affiliation with any person or entity);



(c) you will back-up and validate data from all systems that may be accessed during and in connection with the provision of Services and UiPath assumes no liability for data loss or corruption thereof;

(d) you will keep passwords/other login information secured and monitor and control all activity conducted through your account;

(e) you will notify UiPath at [security.breach@uipath.com](mailto:security.breach@uipath.com) if you suspect any illegal or unauthorized activity or a security breach involving your account with UiPath, including any loss, theft, or unauthorized disclosure or use of a username or password;

(f) if a user creates an account with an e-mail address pertaining to, or associated with, a company or organization, UiPath deems that such user is an authorized user;

(g) you are not allowed to sell, buy, or solicit other forms of payment in exchange for account names;

(h) we rely on your good faith to not use names of individuals or organizations that you are not affiliated with, in a misleading manner; unauthorized use may constitute trademark infringement and we may take action against it;

(i) if you believe someone is using your organization's trademark-protected materials or implies any affiliation with your organization, send us an e-mail at [legal@uipath.com](mailto:legal@uipath.com) titled "Account Name Review" and we will assess the matter.

#### Section VIII. In relation to your data

(a) you will comply with applicable laws and regulations and for obtaining any required import authorizations;

(b) you will allow UiPath to access, use and process the data you upload to or use with the Products and Services as reasonably necessary (a) to provide, maintain and update the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by UiPath's Privacy Policy.



UiPath reserves the right to update this Policy on <https://www.uipath.com> at any time without prior written notice.

Last update made on: 26.10.2020.

\*This Attachment C forms part of the contract between Xerox and UiPath and is attached for informational purposes only.