



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH Xerox Corp.

This State of Oklahoma Statewide Contract #1034 - Managed Print Services (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Xerox Corp. (“Supplier”) and is effective as of the date of last signature to this Contract. The initial term of the Contract shall be for 1 year with four (4) one-year options to renew.

Purpose

The State is awarding this Contract to Supplier for the provision of Managed Print Services, as more particularly described in certain Contract Documents. Supplier submitted a proposal containing exceptions to the Solicitation and Supplier submitted additional terms. This Contract memorializes the agreement of the parties with respect to the negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Contract Terms, Attachment C;
 - 2.4. Information Technology Terms, Attachment D;
 - 2.5. Additional Information Technology Terms, Attachment D1;
 - 2.6. Attachment E1 General Terms
 - 2.7. Attachment E2. Lease Terms and Conditions
 - 2.8. Attachment E3 Maintenance Terms and Conditions
 - 2.9. Attachment E4 Purchase and Maintenance Terms and Conditions
 - 2.10. Attachment E5 Services Master Agreement Sample
 - 2.11. Attachment E6 Xerox Print Services Agreement Sample

- 2.12. Attachment E7 Pool Plan Agreement Terms and Conditions
 - 2.13. Attachment E8 Software Terms and Conditions,
 - 2.14. Attachment E9 Product Specific Terms and Conditions
 - 2.15. Attachment E10 Ink Jet Terms and Conditions
 - 2.16. Attachment E11 Application Terms
 - 2.17. Attachment E12 Baltoro Terms and Conditions
 - 2.18. Attachment E13 Value Add
 - 2.19. Attachment E14 Pricing
 - 2.20. Negotiated Exceptions to Contract, Attachment F.
 - 2.21. Template for Contract Modifications and SOWs Attachment F1
 - 2.22. Attachment G – Master Lease Agreement.
3. The parties additionally agree:
- 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
 - 3.2. Unless mutually agreed to in writing by the Chief Information Officer utilizing Attachment F- 1, no Contract Document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State’s or Customer’s liability or reduce the rights of Customer or the State. If Supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
 - 3.3. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
 - 3.4. Supplier is required to ensure that any software or information technology sold complies with applicable law and the Compliance and Electronic and Information Technology Accessibility clause in the Contract. This includes providing the State with a Voluntary Product Accessibility Template (“VPAT”) at <https://www.xerox.com/en-us/about/corporate-social-responsibility/section-508/products-and-software> .
 - 3.5. In the event of any conflict in terms, or inconsistencies, contained in Supplier’s documents Attachment E-1 through E-14, and the States terms, Attachments A-D1 and G, the State’s terms in Attachments A-D1 and G subject to Attachment F control. Reference order of precedence in Attachment B, Section 2.2.
4. Any reference to a Contract Document refers to such Contract Document as it may have

been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

**STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES:**

XEROX CORP:

By: 
Joe McIntosh (Aug 22, 2024 09:02 CDT)

By: 
Michele R. Devall (Aug 22, 2024 08:04 CDT)

Name: Joe McIntosh

Name: Michele R. Devall

Title: CIO

Title: General Manager

Date: Aug 22, 2024

Date: Aug 22, 2024

ATTACHMENT A
SOLICITATION NO. EV00000190

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The State of Oklahoma, Office of Management and Enterprise Services (OMES) Information Services Division (ISD) seeks solicitation responses for suppliers for the following categories:

1. Managed Print Services
2. Multi-Function Devices
3. 3D Printers
4. Production Print Copy Systems
5. Wide Format Print Systems
6. Commercial In-Plant Print Shop
7. Commercial Printing Services

Scope

The solution will be responsible for print services and systems as detailed in Exhibit 1.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four one-year options to renew the Contract.

2. Contract Requirements

Certain Contract requirements and terms attached hereto as Exhibits 1, 2, 3, and 4 are incorporated herein.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier’s employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at <https://oklahoma.gov/omes/services/information-services/policy-standards-publications.html>. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier’s employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the

right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;

- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 118
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES- Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to

distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks,

trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at

<https://oklahoma.gov/omes/services/information-services/is/policies-and-standards/accessibility-standards.html>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required, and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of

work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

4.1 Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.

4.2 Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

6.1 The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <https://oklahoma.gov/omes/services/information-services/is/policies-and-standards.html>

6.2 Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with

these standards as well as other

applicable Customer standards.

6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third-party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

12.1 As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third-Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

12.2 Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at

Customer's sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third-Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-

exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third-Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third-Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third-Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures

to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at

time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.

3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. Notices

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages

and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist	Compliance checklist –
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- | | |
|------------------------------|---|
| Policy Area 1 | Information Exchange |
| Agreements Policy Area 2 | Security Awareness Training |
| Policy Area 3 | Incident Response |
| Policy Area 4 | Auditing and |
| Accountability Policy Area 5 | Access |
| Control | |
| Policy Area 6 | Identification and |
| Authentication Policy Area 7 | Configuration |
| Management Policy Area 8 | Media Protection |
| Policy Area 9 | Physical Protection |
| Policy Area 10 | Systems and Communications
Protection and Information
Integrity |
| Policy Area 11 | Formal Audits |
| Policy Area 12 | Personnel |
| Security | |

Attachment D-1 Information Security Requirements

1. General Information Security Requirements

- a. No employee of Contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable logon authorization and acceptable use requests.
- b. Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.
- c. Contractor or its subcontractors will disclose to Client any suspected breach of the security of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with Client during the investigation of any such incident.
- d. Contractor or its subcontractors agree to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at: <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>

Customers may negotiate terms and conditions in Exhibit A with the Contractor if applicable to a specific Order. It shall be at the discretion of the Contractor and Customer to determine which terms are appropriate for each Order type

EXHIBIT A

1. HIPAA Requirements (If Applicable)

- a. Contractor shall agree to use and disclose Protected Health Information in its possession or control in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).
- b. If applicable, Contractor will sign and adhere to a Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's security compliance as it pertains to this contract.
- c. Business Associate Terms Definitions:
 - i. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business

- Associate's workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.
- ii. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.
 - iii. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.
 - iv. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.
 - v. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required by law, Secretary, Security Incident, Sub- Contractor, Unsecured PHI, and Use.
- e. Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will, as applicable:
- i. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
 - ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
 - iii. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;
 - iv. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
 - v. make its applicable policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
 - vi. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
 - vii. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the

- form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- viii. report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
 - ix. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
 - x. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual who's Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;
 - xi. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the unauthorized disclosure by Business Associate of any PHI resulting from the negligent acts or omissions of Business Associate or to the breach by Business Associate of any applicable obligation related to PHI;
 - xii. provide access to PHI it maintains in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
 - xiii. make PHI it maintains in a Designated Record Set available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;
 - xiv. document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to

- respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;
- xv. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and
 - xvi. require that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.
- f. Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:
- i. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;
 - ii. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
 - iii. disclose PHI to report violations of law to appropriate federal and state authorities; or
 - iv. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;

- v. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
 - vi. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § (d)(1)].
- g. Obligations of Covered Entity
- i. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
 - iii. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
 - iv. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.
 - v. Covered Entity shall provide the minimum necessary PHI to Business Associate.
- h. Term and Termination:
- i. Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall as applicable:
 - (1) retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
 - (3) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (4) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
 - (5) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- ii. All other applicable obligations of Business Associate under this Agreement shall survive termination.
 - iii. Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the agency shall provide Business Associate with written notice of such a breach in sufficient detail to enable Contractor to understand the specific nature of the breach. The Client shall be entitled to terminate the Underlying Contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved per 45 C.F.R. §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D).
- i. Miscellaneous Provisions:
- j. No Third Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
 - ii. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.
 - iii. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.
 - iv. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.
 - v. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
 - vi. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.
 - vii. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s)

to this Agreement to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

2. 42 C.F.R. Part 2 Related Provisions (If applicable)

- a. Confidentiality of Information. Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate administrative supervision and training to their employees and agents to ensure compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:
 - i. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the HIPAA, 45 C.F.R. 45 Parts 142, 160, and 164, Title 43 A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;
 - ii. Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of an kind;
 - iii. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
 - iv. Agrees to, when applicable and to the extent within Contractor's control, use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).

- v. Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.
 - vi. Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information;
 - vii. Agrees to make any amendments to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 C.F.R. §164.526;
 - viii. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the State of Oklahoma agency or created or received by the Contractor on behalf of the State of Oklahoma agency, to the State of Oklahoma agency and to the Secretary of the Department of Health and Human Services for purpose of the Secretary determining the giving party's compliance with HIPAA;
 - ix. Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.
- b. Data Security. The Contractor agrees to, when applicable and to the extent within Contractor's control, maintain the data in a secure manner compatible with the content and use. The Contractor will, when applicable to the extent within Contractor's control, control access to the data in Contractor's possession or control compliance with the terms of this Agreement. Only the Contractor's personnel whose duties require the use of such information, will have regular access to the data. The Contractor's employees will be allowed access to the data only for the purpose set forth in this Agreement.
- c. Data Destruction. Contractor agrees to, when applicable and to the extent within Contractor's control, follow State of Oklahoma agency policies regarding secure data destruction.
- d. Use of Information. Contractor agrees that the information received or accessed through this Agreement shall not be used to the detriment of any individual nor for any purpose other than those stated in this Agreement.
- e. Redisclosure of Data. The Contractor agrees not to redisclose any information to a third party not covered by the Agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

3. Federal Tax Information Requirements IRS Publication 1075 (If applicable)

- a. PERFORMANCE: If Contractor takes possession or control of Federal Tax Information in performance of this contract, the Contractor agrees to, when applicable and to the extent

within Contractor's control, comply with and assume responsibility for compliance by officers or employees with the following requirements:

- i. All work will be performed under the supervision of the State of Oklahoma.
- ii. The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- iii. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- iv. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- v. The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- vi. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- vii. All Contractor computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- viii. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- ix. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- x. To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

- xi. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- xii. For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- xiii. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b. CRIMINAL/CIVIL SANCTIONS

- i. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- ii. Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- iii. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- iv. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material

in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- v. Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS Publication 1075, Exhibit 4, Sanctions for Unauthorized Disclosure, and IRS Publication 1075, Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. INSPECTION: The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

4. SSA Requirements (If applicable)

- a. PERFORMANCE: If Contractor takes possession or control of in SSA provided information in the performance of this contract, the contractor agrees to, where applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - i. All work will be done under the supervision of the State of Oklahoma.
 - ii. Any SSA provided information made available shall be used only for carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
 - iii. All SSA provided information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

- iv. No work involving SSA provided information furnished under this contract shall be subcontracted without prior written approval by the applicable State of Oklahoma agency and the SSA.
- v. The Contractor shall maintain a list of employees authorized access. Such list shall be provided upon request to the applicable State of Oklahoma agency or the SSA.
- vi. Contractor or agents may not legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's Chief Information Officer. Proof of this authorization shall be provided to the Contractor by the applicable State of Oklahoma agency prior to accessing SSA provided information.
- vii. Contractor shall provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. Contractor is also required to certify that each employee, contractor, and agent who views SSA-provided information certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful access and/or disclosure.
- viii. Contractor shall require employees, contractors, and agents to sign a non-disclosure agreement, attest to their receipt of Security Awareness Training, and acknowledge the rules of behavior concerning proper use and security in systems that process SSA- provided information. Contractor shall retain non-disclosure attestations for at least five (5) to seven (7) years for each employee who processes, views, or encounters SSA- provided information as part of their duties.
- ix. The applicable State of Oklahoma agency shall provide the Contractor a copy of the SSA exchange agreement and all related attachments before initial disclosure of SSA data. Contractor is required to follow the terms of the applicable State of Oklahoma agency's data exchange agreement with the SSA. Prior to signing this Agreement, and thereafter at SSA's request, the applicable State of Oklahoma agency shall obtain from the Contractor a current list of the employees of such Contractor with access to SSA data and provide such list to the SSA.
- x. Where the Contractor processes, handles, or transmits information provided to the applicable State of Oklahoma agency by SSA or has authority to perform on the agency's behalf, the applicable State of Oklahoma agency shall clearly state the specific roles and functions of the Contractor within the Agreement.
- xi. SSA requires all parties subject to this Agreement to exercise due diligence to avoid hindering legal actions, warrants, subpoenas, court actions, court judgments, state or Federal investigations, and SSA special inquiries for matters pertaining to SSA-provided information.
- xii. SSA requires all parties subject to this Agreement to agree that any Client-owned or subcontracted facility involved in the receipt, processing, storage, or disposal of SSA-provided information operate as a "de facto" extension of the Client and is subject to onsite inspection and review by the Client or SSA with prior notice.

- xiii. If the Contractor must send a Contractor computer, hard drive, or other computing or storage device offsite for repair, the Contractor must have a non-disclosure clause in their contract with the vendor. If the Contractor used the item in a business process that involved SSA-provided information and the vendor will retrieve or may view SSA- provided information during servicing, SSA reserves the right to inspect the Contractor's vendor contract. The Contractor must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the Contractor to render SSA-provided information unrecoverable or destroy the electronic device if they do not need to recover the information. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.
 - xiv. In the event of a suspected or verified data breach involving SSA provided information, the Contractor shall notify the Client immediately.
 - xv. The Client shall have the right to void the contract if the contractor fails to provide the safeguards described above.
- b. **CRIMINAL/CIVIL SANCTIONS:** The Act specifically provides civil remedies, 5 U.S.C. Sec. 552a(g), including damages, and criminal penalties, 5 U.S.C. Sec. 552a(i), for violations of the Act. The civil action provisions are premised violations of the Act committed by parties subject to this Agreement or regulations promulgated thereunder. An individual claiming such a violation by parties subject to this Agreement may bring civil action in a federal district court. If the individual substantially prevails, the court may assess reasonable attorney fees and other litigation costs. In addition, the court may direct the parties subject to this Agreement to grant the plaintiff access to his/her records, and when appropriate direct an amendment or correction of records subject to the Act. Actual damages may be awarded to the plaintiff for intentional or willful refusal by parties subject to this Agreement to comply with the Act.
- i. Civil Remedies.
 - (1) In any suit brought under the provisions of 5 U.S.C. § 552a(g)(1)(C) or (D) in which the court determines that the parties subject to this Agreement acted in a manner which was intentional or willful, shall be liable in an amount equal to the sum of
—
 - (a) actual damages sustained by the individual because of the refusal or failure, but in no case, shall a person entitled to recovery receive less than the sum of \$1,000; and
 - (b) the costs of the action together with reasonable attorney fees as determined by the court.
 - (2) An action to enforce any liability created under 5 U.S.C. § 552a may be brought in the district court of the United States in the district in which the complainant resides, or has his principal place of business, or in which the records are situated, or in the District of Columbia, without regard to the amount in controversy, within two years from the date on which the cause of action arises, except that where

parties subject to this Agreement have materially and willfully misrepresented any information required under this section to be disclosed to an individual and the information so misrepresented is material to establishment of the liability of the agency to the individual under 5 U.S.C. § 552a, the action may be brought at any time within two years after discovery by the individual of the misrepresentation. Nothing in this section shall be construed to authorize any civil action because of any injury sustained as the result of a disclosure of a record prior to September 27, 1975.

ii. Criminal Penalties

- (1) Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(1).
- (2) Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(2).
- (3) Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(3).

5. Child Support FPLS Requirements (If applicable)

- a. Contractor, when applicable and to the extent within Contractor's control, and the applicable State of Oklahoma agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 UCS 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS), the U.S. Department of Health and Human Services Administration of Children and Families Office of Child Support Enforcement Security Agreement and the Automated Systems for Child Support Enforcement: A Guide for States Section H Security and Privacy. Contractor and applicable State of Oklahoma agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state Child Support agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.

- i. This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the applicable State of Oklahoma agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers, contractor data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.
- ii. This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref. 45 Code of Federal Regulations (CFR) 303.21(a).

6. FERPA Requirements (If applicable)

- a. If Contractor takes possession or control of Information covered by FERPA in performance of this Agreement, Contractor agrees to, when applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by its employees with the Family Educational Rights and Privacy Act; (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013; (70 O.S. § 3-168), where personally identifiable student education data is exchanged.

7. CJIS Requirements (If applicable)

- a. INTRODUCTION

This section shall be applicable to the extent that Contractor takes possession or control of CJIS data. The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation ("FBI"), Criminal Justice Information Services (CJIS) Division's CJIS Security Policy ("CJIS Security Policy" or "Security Policy" herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer ("CSO") and the FBI CJIS Division's Audit Staff.

b. CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”

c. DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI AND CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at:
<https://www.fbi.gov/services/cjis/cjissecurity-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

ATTACHMENT E1 - XEROX GENERAL TERMS

The following terms and conditions apply to all Xerox transactions.

GENERAL TERMS & CONDITIONS:

1. **REPRESENTATIONS.** The individuals entering into this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.
2. **CONSUMABLE SUPPLIES.** Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.
3. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.
4. **"GUARANTEE PERIOD"** Xerox warrants equipment performance not just for 90 days like many manufacturers, but for the entire term of a lease agreement or 36 months for equipment that is purchased. The only time this is not applicable is for a limited number of Group C products which are special production units that need at least 180 days to implement unique applications.

In the case of those Group C products that have an implementation period for unique applications the team will work with the customer to agree upon a Customer Expectations Document ("CED") that will lay out the performance expectations. As long as the equipment is continuously maintained on a Xerox Full Service Maintenance Agreement during its term or for 36 months from purchase, if the Equipment is not performing substantially consistent with the

performance expectations outlined in the Customer Expectations Document ("CED") or such other documentation provided with the Equipment if a CED does not accompany the Equipment (the

“Documentation”), Xerox will, after attempting to repair the device per the Maintenance Services provision hereto and upon the Participating Entity’s request but in Xerox’s sole discretion, replace such Equipment without charge with identical Equipment or with other Equipment with comparable features and capabilities.

5. **NON-APPROPRIATION OF FUNDS.** The continuation of any lease, rental purchase or maintenance agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State, Purchasing Entity local source, State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Xerox waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity’s funding sources are not available.
6. **LIMITATION OF LIABILITY.** For claims arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.
7. **ASSIGNMENT.** Xerox reserves the right to assign this Agreement to a parent, subsidiary, or third party, upon written notification to the Lead State and Purchasing Entity, for the purpose of securitizing or monetization the transaction. Xerox will remain 100% responsible for all aspects of the contract after assignment.
8. **TAXES.** The Purchasing Entity will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement (“Taxes”), which will be included in Xerox’s invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox’s income.
9. **CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.
10. **WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY.
11. **REMOTE SERVICES.** REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network (“Remote Product Info”) via electronic transmission to a secure off-site location (“Remote Data Transmission”). Remote Transmission also enables Xerox to transmit to you Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox’s request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment, and (b) ensure that any Maintenance Release or Update released by Xerox to provide security

patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by you upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to the parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

SOFTWARE

12. **SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment and/or Third Party Hardware ("Base Software") only with the Xerox-brand Equipment and/or Third Party Hardware with which it was delivered; and (b) Software and/or Third Party Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation) and may only be used on any single unit of Equipment or Third Party Hardware, as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". The Purchasing Entity has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment and/or Third Party Hardware in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (a) Xerox is denied access to periodically reset such code; (b) you are notified of a default under this Agreement; or (c) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment and/or Third Party Hardware; (ii) you are a lessor of the Equipment and/or Third Party Hardware and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment and/or Third Party Hardware, as applicable. Neither Xerox nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
13. **SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). As used in this Agreement, "Base Software" means software and accompanying documentation provided with Xerox-brand Equipment and/or Third Party Hardware. For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period, but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Base Software for Third Party Hardware, Software Support will be provided during the initial Term and any renewal period but in no event longer than the Third Party Hardware vendor provides similar support for it. For Software and/or Third Party Software that is set forth as a separate line item in this Agreement ("Application Software")

(including its accompanying documentation), Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Licensed Software Support if you have modified the Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then Master Agreement pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Licensed Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you may enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Xerox shall have no liability for the acts or omissions of such third party support services provider.

14. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours.
15. **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.

ATTACHMENT E2
AGREEMENT FOR THE LEASE OF EQUIPMENT
A Contract between (Name of Purchasing Entity)
(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)
And
Xerox Corporation

- 1. LEASE TERM.** This Agreement shall be effective from _____ to _____, unless sooner terminated by either party as set forth in this Agreement in paragraph 10.

- 2. DEFINITIONS.** “Lease Term” means the term of the Agreement set forth in Section 1. “Leased Equipment” means the Equipment described in Attachment A and any Equipment replaced by Lessor during the term of this Agreement. “Xerox” or “Lessor” means a person or entity from whom the Purchasing Entity or “Lessee” or “Customer” has leased Equipment under the terms and conditions set forth in this Agreement. “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.

SOLUTION/SERVICES:

- 3. PRODUCTS.** Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

- 4. MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. 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 particulate Equipment model. An EOS Equipment List is available upon request. 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. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote

Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as “No Svc.”, you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

TERMINATION PRICING PLAN/OFFERING SELECTED:

- 5. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. The initial term for each Product and/or Third Party Product will commence upon acceptance of the Equipment; provided, however, for “Customer-installable” or “Drop-Shipped” Equipment, the term for a lease Order shall commence upon delivery of the Equipment. Unless a lease order is preceded by a trial order, the Equipment will be considered accepted upon installation of the Equipment by Lessor, after the Equipment successfully runs all required diagnostic routines, and the Equipment is turned over to the Purchasing Entity for use.
- 6. PAYMENT.** Payment must be received by Xerox within 45 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Purchasing Entity’s bank account. Restrictive covenants on payment instruments will not reduce your obligations.
- 7. SEPARATELY BILLED MAINTENANCE.** If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.
- 8. PRICE INCREASES.** Once a Purchasing Entity enters into a lease agreement, the rate must remain fixed throughout the Initial Lease Term.
- 9. DELIVERY, REMOVAL & RELOCATION.** With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and, for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; (b) any Equipment relocation; and (c) all charges for delivery, removal and relocation of Third Party Hardware. Relocation of Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
- 10. PURCHASE LEASE OPTIONS.** The following options are available for Equipment subject to this Agreement.
 - a) **PURCHASE OPTION.** If not in default, you may purchase the Equipment and/or Third Party Hardware, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE: (i) at the end of the initial Term for the Purchase Option indicated on the face of this Agreement (i.e. either a set dollar amount or the Fair Market Value of the Equipment and/or Third Party Hardware at the expiration of the Initial Term ["FMV"]), plus all applicable Taxes.
 - b) **RENEWAL.** If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease rates listed in the most recent Price List(s) posted on the Central Purchasing website.
 - c) **LEASE TERMINATION.** With the exception of a Capital Lease arrangement, or unless exercising the purchase option on a FMV Lease, a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or Xerox may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
- 11. DEFAULT & REMEDIES.**
 - a) **Default.** The Purchasing Entity will be in default under this Agreement if (1) Xerox does not

receive any payment within 15 days after the date it is due (60 days after date of invoice), or (2) you breach any other obligation in this with Xerox as stated under the Master Agreement. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment and Third Party Hardware and require immediate payment of the early termination charges pursuant to the Master Agreement.

12. TRADE-IN EQUIPMENT. The Purchasing Entity warrants that it has the right to transfer title to the Equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. The Purchasing Entity will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. The Purchasing Entity will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

GENERAL TERMS & CONDITIONS:

13. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR DUE TO NON-APPROPRIATION OF FUNDS, PER THE MASTER AGREEMENT. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

14. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

15. TITLE & RISK OF LOSS AND INSURANCE. Until you exercise your Purchase Option: (a) title to Equipment and Third Party Hardware will remain with Xerox; (b) Equipment and Third Party Hardware will remain personal property; (c) you will not attach the Equipment or Third Party Hardware as a fixture to any real estate; (d) you 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, (e) you will not make any permanent alterations to the Equipment or Third Party Hardware. For Equipment installed by Lessor, Risk of Loss will pass to you upon acceptance and for Equipment designated as "Customer Installable" or "drop-shipped", the Equipment delivery date. You are required to insure the equipment while installed.

ATTACHMENT E3: Xerox Maintenance Agreement

SOLUTION/SERVICES:

- 1. PRODUCTS.** Products" means the Xerox-brand equipment ("Equipment"), Licensed "Software" (as defined below) and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity's business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
- 2. MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. 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 particulate Equipment model. An EOS Equipment List is available upon request. 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. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

PRICING PLAN/OFFERING SELECTED:

- 3. COMMENCEMENT & TERM.** This Agreement will commence upon acceptance by Xerox and expire on the final day of the last full calendar month identified on the face of this Agreement. If maintenance services or software support for any Third Party Product is being provided by a third party service provider, the term for maintenance services or software support will expire as agreed upon in the third party service provider's maintenance and/or support agreement.
- 4. PAYMENT.** Payment must be received by Xerox within 45 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
- 5. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (45 days after date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default, the default and remedies terms of the Master Agreement will apply.

Attachment E4 Purchase and Maintenance Agreement

SOLUTION/SERVICES:

- 1. PRODUCTS.** "Products" means the Xerox-brand equipment ("Equipment"), Xerox-brand software ("Software") and supplies identified in this Agreement. "Third Party Products" means the third party hardware ("Third Party Hardware"), third party software ("Third Party Software") and/or third-party hosted service product ("Third Party Software as a Service" or "Third Party SaaS") identified in the "Third Party Products/Services" table in this Agreement. Products and Third Party Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
- 2. MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor's published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services on the Equipment, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. 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 particulate Equipment model. An EOS Equipment List is available upon request. 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. If meter reads are a component of your Equipment's Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Xerox shall have no liability for the acts or omissions of such third party service provider.

PRICING PLAN/OFFERING SELECTED:

- 3. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. Time periods applicable for each unit of Product or Third Party Product will commence upon: (a) delivery of customer-installable Product or Third Party Product; or (b) acceptance of Xerox-installable Product or Third Party Product. If Xerox is providing Maintenance Services or Software Support for the Product or Third Party Product, the initial Term for Maintenance Services or Software Support will expire on the final day of the last full calendar month identified on the face of this Agreement. If maintenance services or software support for any Third Party Product is being provided by a third party service provider, the term for maintenance services or software support will expire as agreed upon in the third party service provider's maintenance and/or support agreement.
- 4. PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
- 5. DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Charges for delivery, removal and relocation of Third Party Hardware are your responsibility. Relocation of Xerox-owned Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.
- 6. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due (60 days after the date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default Xerox will apply all the default and remedies terms and provisions of the N Master Agreement will apply.

SERVICES MASTER AGREEMENT

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

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to Customer’s and its Eligible Affiliates’ United States (“U.S.”) locations. This Agreement is grouped into Modules. The GENERAL Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

DEFINITIONS MODULE

1. DEFINITIONS

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

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

successful completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date.

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

Solutions Order (“SSO”),

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

- gg. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox’s performance of the Services.
- hh. **Private Information** means Protected Health Information (“PHI”) as defined by the Health Insurance Portability and Accountability Act (“HIPAA”), Non-Public Personal Information (“NPI”) as defined by the Gramm-Leach Bliley Act (“GLBA”) and equivalent categories of protected health and financial information under applicable state Privacy Laws.
- ii. **Products** means Xerox Products and/or Third Party Products supplied by Xerox and provided to Customer pursuant to an Order.
- jj. **Purchase Order or PO** means a document containing the applicable Services Contract number that is issued by Customer to Xerox for Order entry purposes only.
- kk. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- ll. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Products and/or Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- mm. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- nn. **Services** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.
- oo. **Services Contract** means the applicable terms and conditions of this Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.
- pp. **Services Software** means software products used to provide certain Services (both a server component and/or client component to be installed on end user’s workstations, mobile devices and/or laptops) that may include one or more of the individual software modules identified on a Statement of Work or Order.
- qq. **Software** means Services Software, Base Software and Application Software.
- rr. **Statement of Work or SOW** means a document which references the applicable Services Contract number and specifies the details of a particular transaction where Customer wishes to acquire Services, Maintenance Services and/or Products from Xerox under this Agreement.
- ss. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.
- tt. **Taxes** means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.
- uu. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.
- vv. **Third Party Hardware** means non-Xerox brand equipment.
- ww. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- xx. **Third Party Software** means non-Xerox brand software.
- yy. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transactional-based gross receipts, and privilege Taxes.

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

GENERAL MODULE

2. GENERAL

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

2.1. Agreement Structure

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Eligible Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.
- b. **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.
 - 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 overtime rates, per the Oklahoma OMES Master Agreement, 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 45 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. 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 45 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. 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).

2.3. RESERVED.

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.
 - 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 remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.
- iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:
 - (a) Customer's failure or delay in performing its responsibilities under this Agreement;
 - (b) reasons outside Xerox's reasonable control, including Customer Assets, Customer's content or materials, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
 - (c) unauthorized modifications to Equipment, Software or Third Party Hardware.
- c. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. FOR CLARITY, FOR ANY EQUIPMENT LEASED TO CUSTOMER BY XEROX UNDER THIS AGREEMENT OR ANY ORDER HEREUNDER, SUCH LEASE AND/OR ORDER SHALL BE CONSTRUED AS A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

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

2.6. Intellectual Property

- a. Xerox Tools may be used by Xerox to provide certain Services, as set forth in an Order or a Statement of Work. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in an SOW where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Remote Product Info and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.
- b. Each party will retain ownership of its Intellectual Property. Each party grants the other a limited, non-exclusive, royalty-free right and license to use the other party's Intellectual Property (excluding the Xerox Tools) in the U.S. only to the extent necessary for such party and its designees to receive the benefit of, and/or, fulfill its obligations under this Agreement. Neither party will (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Intellectual Property of the other or, (ii) allow others to engage in same, except as permitted by applicable law or as expressly permitted under this Agreement or the applicable SOW.
- c. The parties acknowledge and agree that no Intellectual Property will be created or transferred under this Agreement. If the scope of the parties' relationship changes to include creation or transfer of Intellectual Property, that activity will be addressed in a separate written agreement.
- d. If the Products or Services are configured to provide output (excluding Remote Product Info), including modification or transformation of Customer Information, Customer shall be the sole owner of any such output in any format or media obtained by use of the Products or Services and may freely use and disclose such output to any third party. Examples of output include scans and printed output of Customer Information processed by Equipment.

2.7. Reserved.

2.8. Limitation of Liability

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION 2.8(c), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **LIMITATION ON RECOVERY.** SUBJECT TO SECTION 2.8(c), THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWENTY-FOUR (24) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION 2.8(b) SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.
- c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION 2.8 SHALL NOT APPLY WITH RESPECT TO:
 - i. THE SPECIFIC INDEMNITY OBLIGATIONS SET OUT IN THIS AGREEMENT;
 - ii. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;
 - iii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR
 - iv. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

2.9. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a term of <<Enter Term>> months.. 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 other than Appropriation of Funds, 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..

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. RESERVED.. 2.13. RESERVED. .

2.14. RESERVED. 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.
- e. **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.

- f. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law, or as stated in this Oklahoma OMES Master Agreement. 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.
- g. **Order of Precedence; Entire Agreement.** This SMA is part of the Oklahoma OMES Master Agreement including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, and 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 as outlined in the Oklahoma OMES Master Agreement. Notwithstanding the Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **2.6** (Intellectual Property); (2) Section **2.8** (Limitation of Liability); and (3) Section **2.10** (Confidentiality) will prevail over conflicting provisions in any other section of this Agreement.

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 Master Agreement pricing information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer

in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional

cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term of such Order;. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a 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 30 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 as outlined in the Oklahoma OMES Master Agreement.

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 and Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges 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. Reserved.

4.4. Reserved.

4.5. Use and Relocation

For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal property; (b) Customer will not attach any of the Equipment or Third Party Hardware as a fixture to any real estate; (c) Customer will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware or file or permit to be filed any lien against the Equipment or Third Party Hardware; and (d) Customer will not make any permanent alterations to the Equipment or Third Party Hardware. While Equipment or Third Party Hardware is subject to an Order, Customer must provide Xerox prior written notice of all Equipment or Third Party Hardware relocations and Xerox may arrange to relocate the Equipment or Third Party Hardware at Customer's expense. While Equipment or Third Party Hardware is being relocated, Customer remains responsible for making all payments to Xerox required under the applicable Order. All parts or materials replaced, including as part of an upgrade, will become Xerox's

property. Equipment or Third Party Hardware cannot be relocated outside of the U.S. until Customer has paid in full for the

Equipment or Third Party Hardware and has received title thereto. Notwithstanding anything to the contrary in the foregoing, to the extent the Equipment contains any Software, any relocation of such Equipment is subject to the terms and conditions set forth in the Software License Module of this Agreement.

4.6. Supplier Equipment Provided

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

- a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. If for any reason whatsoever, this transaction is re-characterized as a secured financing, you are deemed to have granted to Xerox a first priority security interest in the Supplier Equipment in order to secure your performance under this Agreement. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to the Supplier Equipment.
- b. Customer will promptly notify Xerox, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The risk of loss or damage to the Supplier Equipment shall pass to Customer upon acceptance and/or for drop-shipped equipment upon delivery to the site where Xerox performs the Services and/or Maintenance Services and/or provides Products, as applicable. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- c. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):
 - i. sell, charge, let or part with possession of the Supplier Equipment;
 - ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or
 - iii. make any changes or additions to the Supplier Equipment.
- d. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per 4.1 above). Except in the case of Non-appropriation of funds, If Equipment is terminated for any reason before the end of its minimum order term, the following termination charges shall apply: With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty- five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

4.7. Reserved.

4.8. Reserved.

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 acceptance or if drop-shipped upon delivery at 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(b)(ii) - (iii); 2.4(b)-(j); 2.5(b)(i); 2.9; ; and 4.6.

MAINTENANCE SERVICES MODULE

6. TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

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

6.1. Maintenance Services

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

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

6.2. Repairs and Parts

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

6.3. Hours and Exclusions

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

6.4. Installation Site and Meter Readings

In order to receive Maintenance Services for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (a) has been provided by Xerox or (b) meets Xerox's published specifications. The Equipment installation site must conform to Xerox's published requirements. If applicable, unless otherwise set

forth in an Order, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, for Equipment not capable of Remote Transmission, or if Remote Transmission is interrupted, Xerox may estimate them and bill Customer accordingly.

6.5. Remedy

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.

Third Party Software

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

1. **XPS SERVICES.** Xerox will provide the services identified in the attached Xerox Print Services Description of Services ("DOS") or Statement of Work ("SOW"), as applicable, ("XPS Services") for the devices identified in Exhibit B ("Managed Devices") to this Xerox Print Services Agreement ("XPS Services Contract").
2. **DEFINED TERMS.**
 - a. "Equipment Agreement" means the agreement between Client and Xerox under which Xerox provides "Maintenance Services" or "Basic Services" (as those terms are defined in the applicable Equipment Agreement) for a Xerox Contracted Device.
 - b. "Managed Device(s)" means the devices identified in Exhibit B of the XPS Services Contract.
 - c. "Services Commencement Date" means the date that Xerox reasonably determines that Break Fix Services and Supplies, as applicable, are available for the Managed Devices.
 - d. "Supplies" means toner or ink provided by Xerox for certain of the Managed Devices, as identified in Exhibit A.
 - e. "Xerox Contracted Device(s)" means a Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services under an Equipment Agreement.
 - f. "Xerox Work" means, collectively (i) items used or incorporated into the XPS Services, or developed or acquired by Xerox independent of performing the XPS Services, and (ii) items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing the XPS Services. All items of Xerox Work are Xerox trade secrets.
 - g. Capitalized terms not defined above or elsewhere in this XPS Services Contract shall have the meaning assigned to them in the Equipment Agreement(s), SOW, DOS or Exhibits hereto.
3. **SUPPLIES.** For Xerox Contracted Devices, Xerox will provide Consumable Supplies if required by the applicable Equipment Agreement. Except for Managed Devices identified in Exhibit B as "Service Only", Xerox will furnish the Supplies identified in Exhibit A. Supplies may be new, remanufactured or reprocessed. Supplies are Xerox's property until used by Client and Client will use them only with the Managed Devices. Upon request, Client will provide an inventory of Supplies in its possession. Upon expiration or termination of the XPS Services Client will, at Xerox's option and expense, return any unused Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.
4. **COMMENCEMENT & TERM.** The initial term of this XPS Services Contract will be {enter 36, 48, or 60} months from the Services Commencement Date. Neither party may terminate this XPS Services Contract during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 30 days prior written notice to the other party, terminate the XPS Services. In addition, Xerox will have the right to terminate this XPS Services Contract upon not less than 30 days written notice if the Services Commencement Date has not occurred, for any reason whatsoever, within 90 days after the date this XPS Services Contract is accepted by Xerox. The expiration or termination of this XPS Services Contract will not affect the Equipment Agreement(s), or any other agreement with Xerox under which Client acquired Xerox Contracted Device(s), each of which will remain in full force and effect until the end of its term.
5. **PRICING.** The pricing for XPS Services for the Managed Devices is identified in Exhibit A.
6. **INVOICING.** Client will be invoiced for XPS Services in a standard Xerox format. The Total Monthly Minimum Charge ("MMC") identified in Exhibit A is billed monthly in advance through the end of the month in which the termination effective date occurs. If the Services Commencement Date is other than the first day of a month, a prorated amount of the MMC will be billed for the first month, based on the number of days XPS Services were provided in such month. If a Managed Device is added to the XPS Services Contract during a month, billing of the Monthly Fee for such device will start with the next monthly invoice. If a Managed Device is removed from the XPS Services Contract during a month, billing of the Monthly Fee for such device will continue through the end of the month. The Excess Charge per Impression ("ECI") identified in Exhibit A is billed in arrears on a quarterly basis for all impressions in excess of three times the Monthly Minimum Print Volume ("MMPV") identified in Exhibit A. If the Services Commencement Date is other than the first day of a month, the Monthly Minimum Print Volume ("MMPV") for the first month will be prorated, based on the number of days XPS Services were provided in such month, and the ECI will be billed based on the prorated MMPV. Payment must be received by Xerox within 45 days after the invoice date. Restrictive covenants on payment instruments will not reduce Client's obligations. If a payment is not received by Xerox within 60 days of the invoice date, Xerox may charge interest from the due date until paid at the rate of 1% per month. Client will be invoiced in a standard Xerox format. Invoicing and payment for Xerox Contracted Devices will be governed by the terms and conditions of the applicable Equipment Agreement.
7. **CLIENT RESPONSIBILITIES.** Client will perform the Client Responsibilities identified in the SOW or DOS.
8. **TAXES.** Client is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this XPS Services Contract or the amounts payable under this XPS Services Contract ("Taxes"), which will be included in Xerox's invoice unless Client provides proof of its tax exempt status. Taxes do not include taxes on Xerox's income.
9. **LIMITATION OF LIABILITY.** Xerox will not be liable, in the aggregate, for any direct damages arising out of or relating to the XPS Services Contract, in excess of \$10,000 or the amounts paid hereunder in the 12 months prior to the claim, whichever is greater. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this XPS Services Contract, whether the claim alleges tortious conduct (including negligence) or any other legal theory. The foregoing limitations of liability will not apply to Xerox's obligations under the section entitled "Intellectual Property Indemnity" or where either party has (a) exceeded the rights to the other party's intellectual property granted to it under this XPS Services Contract, or (b) misappropriated or infringed the other party's intellectual property under this XPS Services Contract. Any action against Xerox must be commenced within 2 years after the event that caused it.
10. **XEROX CLIENT TOOLS & XEROX TOOLS.** Xerox may use Xerox Client Tools, and/or certain other proprietary Xerox software ("Xerox Tools"), to perform its obligations under this XPS Services Contract. Xerox Client Tools and Xerox Tools (collectively, "Tools") are Xerox trade secrets. Xerox Client Tools and any related documentation are licensed under a separate clickwrap or shrinkwrap license agreement that Client must accept at the time of installation. The Xerox Tools will be installed and operated only by Xerox, and Client has no rights to use, access or operate the Xerox Tools. Client will not decompile or reverse engineer the Tools. The Tools will be removed by Xerox at the expiration or termination of this XPS Services Contract. The Tools facilitate Xerox's performance of XPS Services through the automatic collection of data from certain networked Managed

Devices and the transmission of such data to secure off-site location. This automatic data collection and transmission capability will not allow Xerox to read, view or download any Client documents or other information residing on or passing through the Managed Device or Client's information management systems. Examples of automatically collected and transmitted data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. If a meter reading is not generated by Xerox Client Tools or, upon request, Client fails to provide a meter reading, Xerox may estimate the reading and bill Client accordingly.

11. **INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that the Tools infringe a third party's U.S. intellectual property rights. Client will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent tool, or obtain any necessary licenses. Xerox is not liable for any infringement based upon a modification of the Tools to Client's specifications or the Tools being used by Client in a manner not permitted by this XPS Services Contract.
12. **WARRANTY.** The XPS Services will be performed in a skillful and workmanlike manner. XEROX MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
13. **CONFIDENTIALITY.** During the term of this XPS Services Contract, each party may disclose to the other certain confidential business information ("Confidential Information"). Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (a) was in the public domain before, at the time of, or after the date of disclosure through no fault of the non-disclosing party; (b) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (c) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. The terms and conditions of this XPS Services Contract, the DOS or SOW, the Exhibits hereto, the Xerox Implementation Plan hereunder, the Xerox Work and the Tools are Xerox Confidential Information. The confidentiality obligations set forth herein will expire 1 year after expiration or termination of this XPS Services Contract, except that: (y) for any Confidential Information that qualifies as a trade secret under applicable law, the confidentiality obligations hereunder shall survive until such information ceases to be a trade secret under applicable law, other than due to breach of this XPS Services Contract by the non-disclosing party; and (z) for any Confidential Information that is protected by the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act or any other applicable state and federal privacy laws, and the regulations promulgated thereunder, the confidentiality obligations hereunder shall survive for the period set forth in such privacy laws or regulations. The parties do not intend for Client to disclose confidential technical information to Xerox, and any such disclosure shall be pursuant to a separate written agreement. Upon expiration or termination of this XPS Services Contract, each party will return to the other or, if requested, destroy all Confidential Information of the other in its possession or control.
14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to Client at the address where Client will receive invoices, and to Xerox at the inquiry address set forth on the most recent invoice, or to such other address as either party may designate by written notice. Client authorizes Xerox or its agents to communicate with Client by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address Client provides to Xerox. Xerox will not be liable for any failure to perform during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond Xerox's reasonable control. Except for assignment by Xerox of its right to receive payment hereunder, neither party will assign any of its rights or obligations under this XPS Services Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld. This XPS Services Contract will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this XPS Services Contract, the parties agree to the jurisdiction and venue of the federal and state courts in Monroe County, New York and to waive their right to a jury trial. Client will pay all reasonable costs including attorney's fees, incurred by Xerox to enforce this XPS Services Contract. If a court finds any term of this XPS Services Contract unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this XPS Services Contract which will be admissible in any action to enforce it. Xerox may accept this XPS Services Contract either by signature or by commencing performance. Changes to this XPS Services Contract must be in a written amendment signed by both parties. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Client authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies. This XPS Services Contract constitutes the entire agreement between Xerox and Client as to its subject matter, and supersedes all prior oral and written agreements.

IN WITNESS WHEREOF, duly authorized representatives of Client and Xerox have executed this XPS Addendum.

<< __CLIENT NAME__ >>

XEROX CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT E7

POOLING TERMS AND CONDITIONS:

This Pool Plan Agreement (including the Exhibits hereto) (collectively, "Agreement") modifies certain prior agreements (the "Underlying Agreements") entered into between you and Xerox for the rental, lease or maintenance of that Xerox-brand equipment ("Equipment") indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment").

1. **POOL CREATION.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.
2. **AMENDMENT OF UNDERLYING AGREEMENTS.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:
 - A. **SUPPLIES INCLUDED.** All Pooled Equipment shall either have Consumable Supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If Consumable Supplies are included, they shall be provided to you by Xerox pursuant to the standard Xerox terms for such arrangements in effect throughout the course of this Agreement. Consumable Supplies specifically excludes highlight color toner, custom color toner, specialty dry inks (e.g. clear, silver, gold) and specialty dry ink developers.
 - B. **FIXED PRICING.** All Pooled Equipment pricing shall be fixed, unless the fleet of Equipment substantially changes (i.e. Equipment added or removed), which warrants an adjustment to the pricing. At no time however, shall any such pricing adjustment exceed the Master Agreement pricing.
 - C. **BILLING.** Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.
3. **COMMENCEMENT DATE.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install date of the first unit(s) of Pooled Equipment.
4. **BILLING OF POOL PLAN CHARGES.** The Pool Monthly Charge is billed in advance. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Prints Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement. All payments are due within thirty (45) days of the invoice date or on the due date listed on the invoice, whichever is earlier.
5. **ADDITIONAL CHARGES FOR POOLED EQUIPMENT.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Consumable Supplies and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance). For details regarding the billing of any applicable Use Charges, see the attached Use Charge Pricing Exhibit.
6. **TAXES.** You shall be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you provide proof of your tax exempt status. Taxes due on the Pool Monthly Charge will be the sum of the applicable state and local taxes due on the individual Unit Portion Charges based upon the location of each unit of Pooled Equipment. Taxes due on prints made beyond the Pool Prints Included will be based on the applicable state and local taxes and equitably apportioned amongst the units in the Pool. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.
7. **MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).
8. **ADDITIONS, DELETIONS, AND CHANGES.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print

amounts, per the Master Agreement pricing. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.

9. **TERMINATION.** Either party may terminate this Agreement for its own business reasons upon 30-days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 8 above, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the Equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:
- i. all Maintenance and Rental Agreements may be charged per the Master Agreement rates however the overage click rate will be based on the blended click rate of all the equipment under the Agreement;
 - ii. all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e. those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases which may be charged at the Master Agreement rate.
10. **MISCELLANEOUS.** Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this Agreement. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding Equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, all changes to this Agreement must be made in a writing signed by both parties. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties.

ATTACHMENT E8 SOFTWARE TERMS AND CONDITIONS

Xerox Applications

Application Orders: Any Purchasing Entity who acquires Xerox Software Applications (“Application”) under the Xerox Master Agreement, shall be subject to the following terms, unless otherwise agreed to by a Participating State.

- a. **Fee.** Xerox will charge and Purchasing Entity agrees to pay the “Subscription Fee” indicated on the applicable Order. The Subscription Fee permits Purchasing Entity to use an Application on a permitted volume of Devices and may include a specific volume of allowable transactions (e.g., pages, scans or receipts per month) per Device (a “Subscription Allowance”). Such transactions are independent of equipment meter read transactions. Purchasing Entity’s subscription is for an agreed Term beginning on the Activation Date as set forth the applicable Order. “Activation Date” means the date Xerox enables an Application on Purchasing Entities applicable Xerox-brand equipment (“Device” or “Devices”). Any additional subscriptions for a given Application require an additional signed Order.
- b. **Excess Usage.** Purchasing Entity may use Subscription Allowances on one or more Devices, but if the aggregate volume across all Devices exceeds Purchasing Entity’s aggregate Subscription Allowances, the excess will be deemed “Excess Usage.” Excess Usage will be measured over a rolling three (3) month calendar period. If Purchasing Entity’s average monthly volume exceeds its aggregate monthly Subscription Allowances, Xerox reserves the right to increase the Subscription Fee, upon mutual written agreement with the Purchasing Entity, via Purchasing Entity’s signed Order, or terminate the license for the Application.
- c. **User Data.** User Data may be stored or processed in accordance with the terms of the License Agreement. User Data submitted will be stored or processed on servers located in the United States. User Data means, with respect to each Purchasing Entity, all data and information of a User that is captured, stored or processed in any manner using the Application or Applications and associated services. User(s)” mean Purchasing Entity’s employees, consultants, service providers or any third-party clients authorized by Purchasing Entity to use the Application or Applications and associated services.
- d. **Acknowledgements:** Purchasing Entity acknowledges and agrees that:
 - i. License Agreement means the combination of terms found in **(1)** Attachment N-1 (Xerox End User License Agreements), and **(2)** applicable terms from this Attachment;
 - ii. its use of an Application is subject to the applicable License Agreement;
 - iii. Applications may include code developed by one or more third parties;
 - iv. it shall not make use of the Application in any manner not expressly permitted by the License Agreement Orders for Applications.
- e. **NEITHER XEROX NOR THEIR DESIGNATED THIRD-PARTIES MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY THAT THE USE OF THE APPLICATION OR APPLICATIONS OR RELATED SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE APPLICATIONS OR RELATED SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER’S HARDWARE, SOFTWARE, SYSTEM, OR DATA, OR MEET CUSTOMER’S SPECIFIC REQUIREMENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR SELECTION AND PROVISION OF AN INTERNET CONNECTION AND HARDWARE OR SOFTWARE WHICH MAY BE REQUIRED TO ACCESS THE SOFTWARE APPLICATION AND ANY RELATED SERVICES AND NEITHER XEROX NOR DESIGNATED THIRD-PARTY SERVICE PROVIDERS SHALL HAVE ANY LIABILITY FOR THE QUALITY OF CUSTOMER’S INTERNET CONNECTION OR THE QUALITY OF THE HARDWARE AND SOFTWARE THAT CUSTOMER USES TO ACCESS THE INTERNET.**
- f. **Disclosure and Waiver.** These terms and conditions apply only to Purchasing Entitles use of downloaded Applications and do not affect, amend, or modify any underlying agreement, order or statement of work that Purchasing Entity has with Xerox for equipment or services (an “Underlying Contract”). If an Application fails to perform or disrupts the operation of equipment on which the Application is downloaded, then such failure or disruption shall not be considered a failure or breach of any provision of the Underlying Contract.

MathWorks

THIS AGREEMENT ADDENDUM ("Addendum") amends the [Agreement Type (e.g., Lease, Purchase, Rental)] Agreement between [Customer Name] ("Customer" or "you") and Xerox Corporation ("Xerox") identified by agreement number WS [Insert Worksheet Number] (the "Agreement").

1. The following is added at the end of the Section of the Agreement titled "SOFTWARE LICENSE":

"For MathWorks, Inc. ("MathWorks") software incorporated into the Software, these additional terms apply:

- a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to you a license to install and use the MATLAB Compiler Runtime Libraries ("MCR"), solely and expressly for the purpose of running software created with the MATLAB Compiler (the "Application Software"), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
- b. **LICENSE RESTRICTIONS.** You shall not modify or adapt the MCR for any reason. You shall not disassemble, decompile, or reverse engineer the MCR. You shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, you shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party's use of the MCR. You shall not sublicense, sell, or otherwise transfer the MCR to any third party. You shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
- c. **NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
- d. **TERM AND TERMINATION.** This license shall automatically terminate upon your failure to comply with this license.
- e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising your rights under this license, you agree not to violate any such laws and regulations. You also represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- f. **U.S. GOVERNMENT LICENSEES:** You agree that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern your use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.
- g. **ASSIGNMENT.** You may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
- h. **LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited.
- i. **DISCLAIMER OF WARRANTIES.** The MCR is delivered "as is" and MathWorks makes, and you receive, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for your purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.
- j. **GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflicts of law provisions. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.
- k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and you. This license shall not supersede any product license you have with MathWorks for the MATLAB Compiler."

2. The following changes are made to the Section of the Agreement titled "FREEFLOW LICENSE":



a. The first two sentences in subsection 4. of this Section, which said sentences begin “The Copyright Management feature...” and “You will comply with...”, respectively, are deleted and following is inserted in their place:
 “The Copyright Management feature of FreeFlow Makeready (“FFCM”) contains the optional Copyright Clearance Center, Inc. (“CCC”) copyright licensing services feature of FFCM (“CCC Service”). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM.”

b. The following is added as subsection 7. to this Section:

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

- a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023>.
- b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
- c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
- d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.
- e. **No High Risk Use.** WARNING: The Windows Embedded 7 Standard operating system is not fault tolerant.

The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.”

3. Capitalized terms not defined in this Addendum have the meaning provided for them in the Agreement. Except as set forth above, the Agreement continues in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum controls.

[CUSTOMER NAME]

By: _____

Name: _____

Title: _____

Date: _____

XEROX CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

**Attachment E9 – Product-Specific Terms
(Nuvera, Versant, Iridesse, iGen, FreeFlow Software)**

Additional Terms – Applicable to Lease, Rental and Purchase Transactions

RESPONSIBILITY FOR MEETING CERTAIN CUSTOMER REQUIREMENTS – the following provision is applicable to transactions for Versant and Iridesse Equipment (models V180B, V180BD, V180P, V180PD, V280, V3100, V3100D, V4100, VR280, VR4100, and IR120):

You are solely responsible for fulfilling all of your obligations set forth in the Customer Expectations Document or Customer Expectation & Installation Guide, as applicable, for the Equipment executed by you contemporaneously with this Agreement, and which is deemed incorporated by reference into this Agreement ("CED/CEIG"), including, but not limited to, meeting all environmental, product space and power, media, and network connectivity requirements. In addition, the CED/CEIG and informational guides provided to you by Xerox set forth certain operator maintenance activities that you are responsible for performing at the intervals indicated therein. You may have Xerox perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Xerox certified technicians, upon your agreement to pay Xerox's then-prevailing service call rates.

EXTRA LONG PRINTS – the following provision is applicable to transactions for Versant and Iridesse Equipment:

The following Equipment model(s), V180B, V180BD, V180P, V180PD, V280, V3100, V3100D, V4100, VR280, VR4100, and IR120, may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

WARRANTY AND GUARANTEE DISCLAIMER – the following provision is applicable to transactions for iGen Equipment:

IN ADDITION TO THE DISCLAIMER IN SECTION 14 OF ATTACHMENT A TO THE MASTER AGREEMENT (XEROX LEASE AGREEMENT TERMS AND CONDITIONS), IGEN EQUIPMENT IS (A) A PRODUCT NOT SUBJECT TO THE EQUIPMENT GUARANTEE AS NOTED IN SECTION 4.11.12(B), AND (B) IS A PRODUCTION DEVICE THAT FALLS INTO GROUP C EQUIPMENT IN THE MASTER AGREEMENT AND THUS, NO UPTIME COMMITMENT IS MADE FOR THE PRODUCT.

FREEFLOW LICENSE – the following terms apply to Xerox FreeFlow Print Server /DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement (FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software"):

- a. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

- b. You will not, without the prior written consent of Xerox and its licensors:
- i. alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output;
 - ii. use the FreeFlow Software in any way that is not authorized by the Agreement;
 - iii. use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model;
 - iv. disclose the results of any performance or benchmark tests of the FreeFlow Software;
 - v. use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or
 - vi. disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.
- c. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.
- d. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.
- e. If you install FreeFlow Application Software on a computer that you supply, the following terms apply:
- i. Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation");
 - ii. IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and
 - iii. you are solely responsible for:
 - 1) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply;
 - 2) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and
 - 3) ensuring that such Workstation meets Xerox's published specifications.
- f. The following terms apply to FreeFlow Software licensed to U.S. government customers. Java technology contained in FreeFlow Software is subject to:
- i. FAR 52.227-14(g)(2) and FAR 52.227-19; and
 - ii. if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).
 - 1) Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.
 - 2) Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.
- g. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following

terms apply:

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

MATHWORKS SOFTWARE LICENSE – applicable iGen Equipment incorporates software from MathWorks, Inc. ("MathWorks") and the following terms apply to said software:

- a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to Purchasing Entity a license to install and use the MATLAB Compiler Runtime Libraries ("MCR"), solely and expressly for the purpose of running software created with the MATLAB Compiler (the "Application Software"), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
- b. **LICENSE RESTRICTIONS.** Purchasing Entity shall not modify or adapt the MCR for any reason. Purchasing Entity shall not disassemble, decompile, or reverse engineer the MCR. Purchasing Entity shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, Purchasing Entity shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party's use of the MCR. Purchasing Entity shall not sublicense, sell, or otherwise transfer the MCR to any third party. Purchasing Entity shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
- c. **NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
- d. **TERM AND TERMINATION.** This license shall automatically terminate upon Purchasing Entity's failure to comply with this license.
- e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising Purchasing Entity's rights under this license, Purchasing Entity agrees not to violate any such laws and regulations. Purchasing Entity also represents and warrants that (i) Purchasing Entity is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Purchasing Entity is not listed on any U.S. Government list of prohibited or restricted parties.
- f. **U.S. GOVERNMENT LICENSEES:** Purchasing Entity agrees that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern Purchasing Entity's use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.

- g. ASSIGNMENT.** Purchasing Entity may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
- h. MATHWORKS LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some Participating States and Entities do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to a Participating State or Entity. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. For clarification, this provision limits the liability of MathWorks to the Participating State or Entity, but the liability of Xerox to the Participating State or Entity shall remain that limitation of liability outlined in Section 5 of Attachment B, Xerox General Terms, of the Master Agreement, or as otherwise negotiated by each Participating State or Entity in their Participating Addendum.
- i. DISCLAIMER OF WARRANTIES.** The MCR is delivered "as is." and MathWorks makes, and Purchasing Entity receives, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for Purchasing Entity's purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.
- j. GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Purchasing State. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.
- k. ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and Purchasing Entity. This license shall not supersede any product license Purchasing Entity have with MathWorks for the MATLAB Compiler.

ORACLE SOFTWARE LICENSE – applicable iGen Equipment incorporates software from Oracle America, Inc. ("Oracle") and the following terms apply to said software:

- a. Java Technology Restrictions.** You shall not create, modify, or change the behavior of classes, interfaces or sub packages that are in any way identified as "java", "javax", "sun" of similar convention as specified by licensor in any naming convention designated. In the event that you create an additional API(s) which (i) extends the functionality of a Java Environment: and (ii) is exposed to third party software developers for the purpose of developing additional software that invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers.
- b. Trademarks and Logos.** This license does not authorize an end user licensee like you to use the Oracle America, Inc. name, trademarks, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos, and icons including the Coffee Cup and Duke, ("Java Mark") and (i) comply with the Java Trademark Guidelines at <http://www.oracle.com/html/3party.html>; (b) not to do anything that is harmful to or inconsistent with Oracle's right in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by you in any Java Mark.
- c. Source Code.** Software may contain a limited amount of source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of this license. Source code may not be modified nor redistributed unless expressly provided for in these license terms.
- d. Third Party Code.** Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file.
- e. Commercial Features.** Use of the Commercial Feature for any commercial or production purposes requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1 (Commercial Features in Java SE Product Editions) of the Software documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

Attachment M – Production Inkjet Equipment Terms and Conditions

ATTACHMENT E10 Inkjet Terms and Conditions

Any Purchasing Entity who acquires Baltoro Equipment under the Xerox Master Agreement (“Master Agreement”), #____, shall be subject to the following terms, unless otherwise agreed to by the Participating State. Capitalized terms that are not defined in this Attachment M shall have the same meaning assigned to them in the Master Agreement.

For purposes of acquiring Xerox’s Baltoro Production InkJet Equipment (“Equipment,” “PIJ Equipment” or “Baltoro Equipment” as used herein) under the Master Agreement, Purchasing Entity agrees, notwithstanding anything to the contrary, that the following provisions are applicable to the PIJ Equipment and such provisions are in addition to those in the Master Agreement. With exception of the Supplies and Supplies Pricing section 5 below, to the extent that the terms and conditions set forth below are contrary to those in the Master Agreement, the Master Agreement shall control.

1. **COMMENCEMENT & TERM.** The Term for each unit of Equipment will commence upon the installation of Xerox-installable Equipment as confirmed by the authorized Purchasing Entity representative signing the Customer Acceptance Sign-off part of Attachment M.2 (Baltoro Customer Acceptance Form), which is attached to and made part of this Order, to indicate that Acceptance (as described in the Section “Acceptance” below) has occurred (“Commencement Date”). Purchasing Entity shall be provided with a copy of a completed and mutually agreed to Attachment M.1 (Sample Baltoro Customer Expectations Document), as well as a completed, and mutually agreed to Attachment M.3 (Baltoro SOW), prior to execution of any Order. In addition, Purchasing Entity will sign both Attachment

M.1 and Attachment M.3 prior to execution of any Order and both documents will be attached to and made part of the Order. Once the Purchasing Entity signs Attachment M.1, the date will be indicated on the “Pre-Sales Activities” portion of Attachment M.2. The initial Term of the Order will continue from the Commencement Date for the number of full calendar months shown as “Term” on the face of the Order. Any partial month in the Term will be billed on a pro rata basis, based on a 30-day month. Upon termination, Purchasing Entity will make the Equipment available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

2. **RESPONSIBILITY FOR MEETING CERTAIN CED REQUIREMENTS.** The Purchasing Entity is solely responsible for fulfilling all of the “customer” obligations set forth in Attachment M.1 (Sample Baltoro Customer Expectations Document), hereinafter “CED,” which include, but are not limited to, meeting all environmental, product space and power, and network connectivity requirements. In addition, the CED and User Guide (“Guide”) set forth certain operator maintenance activities that Purchasing Entity is responsible for performing at the intervals indicated therein. The Purchasing Entity may have Xerox perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Xerox certified technicians, and upon the Purchasing Entity’s agreement to pay Xerox’s service call rates, as specified in the Master Agreement Price List.

Notwithstanding the foregoing, the following shall clarify and/or modify language in the CED as follows:

Under the **Introduction** Section:

The sentence *“We expect you as our valued customer to use all reasonable efforts to safeguard the document, to not disclose its contents to third parties, and to only circulate it within the organization on a need to know basis”* shall only apply to the completed Order documents (i.e. the finalized and signed CED and SOW between the Purchasing Entity and Xerox) and not the CED *“template,”* which is incorporated into the Master Agreement as Attachment M.1). Further all references to “Xerox Confidential” or “Xerox Confidential, Do Not Distribute” shall only apply to the completed Baltoro CED and completed Baltoro SOW Order documents.

The following language: *“In the event of any conflict between the statements made in this Customer Expectations Document (“CED”) and any terms in the sale, lease, rental and/or service agreement or Statement of Work (“SOW”) between you and Xerox (or the Xerox authorized reseller) including, but not limited to, maintenance or functionality of the Baltoro HF System, the order of precedence will be as follows: (1) the terms contained in this CED, and then (2) the terms contained in such sale, lease, rental and/or service agreement, including any Statements of Work. However, notwithstanding the foregoing, Customer’s responsibility to make any payment to any Xerox financing company under a lease or rental agreement will be absolute in accordance with its terms and not negated by anything contained in this CED”* shall be null and void. Further, any language in any other version of the CED that is utilized under the Master Agreement

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Master Agreement, and which contradicts the terms and conditions of either the Master Agreement or a State's Participating Addendum, shall also be null and void.

- 3. BALTORO BREAK-FIX SERVICES AND PRINthead REQUIREMENTS.** For the Baltoro Equipment included in this Order, this provision is in addition to Section 3 (Maintenance Services) of Attachment F of the Master Agreement (Xerox Maintenance Agreement Terms and Conditions). In addition to the other exclusions listed in Section 3 of Attachment F of the Master Agreement, Maintenance Services excludes repairs due to: Purchasing Entity **(i)** allowing the Equipment to be operated by employees that have not received Contractor training; or **(ii)** failing to perform operator maintenance procedures identified in operator manuals. If Contractor is unable to keep a unit of Equipment in good working order after the initial term of the Order, 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.

Purchasing Entity is liable for any and all damage, including all repairs, arising out of incorrect loading of ink or from the failure to properly perform operator maintenance in a timely manner.

Routine refurbishment and replacement of print heads is covered under this Order at no additional charge to Purchasing Entity. Contractor's refurbishment and replacement obligations can be voided if Purchasing Entity: **(a)** fails to perform routine maintenance as specified by Contractor; **(b)** uses inks, consumables (including paper) or spare parts, which do not meet Contractor's specifications; **(c)** allows or causes the changing or handling of a print head by anyone other than a Contractor certified service representative; **(d)** allows the repair of the Equipment or a print head by anyone other than a Contractor certified service representative; **(e)** fails to maintain the environmental specifications required by Contractor including but not limited to specifications for humidity and/or temperature during operation of the Equipment;

(f) fails to follow Contractor's operating procedures while operating the Equipment; or **(g)** allows the Equipment to be operated by employees that have not received Contractor training.

Contractor will not be required to repair or replace a print head if the cause of the subject failure is covered by any of the specific causes listed above or any other exclusion set forth in the Master Agreement or the applicable CED or Guide, and Purchasing Entity will be required to pay for the repairs to the print head, or to purchase a replacement print head. Purchasing Entity agrees to perform all maintenance tasks when directed to do so by the status messages on the Equipment's interface window and/or as outlined in the Equipment's CED or Guide.

In the event of the failure of a print head, Purchasing Entity and Contractor will jointly review the maintenance history, and any other relevant data. If Purchasing Entity has complied with the foregoing requirements, as demonstrated by the Equipment and/or in the Equipment's CED and Guide and any other relevant data, Contractor will replace the failed print head in accordance with this Section at no charge to Purchasing Entity.

In the event Purchasing Entity has failed to perform the maintenance tasks as directed to do so by the Equipment's interface window and/ or as outlined in the Equipment's CED and Guide, or any other relevant data demonstrates that Purchasing Entity has failed to adhere to the requirements set out in the CED or Guide, Purchasing Entity will return the damaged print head to Contractor in accordance with the process that is communicated to Purchasing Entity and managed by the Contractor certified service representative. The determination of Purchasing Entity's liability or non-liability must be made in each instance, and mutually agreed upon by Contractor and Purchasing Entity, prior to Purchasing Entity's returning the damaged print head to Contractor.

In a case where Purchasing Entity's liability for repair or replacement has been agreed to, following return of a print head, Contractor will, in good faith, determine if the print head can be repaired or must be replaced. Contractor will communicate its determination to Purchasing Entity promptly and provide at such time its good faith estimate of the cost of the remedial action to be undertaken.

In a case where Purchasing Entity's liability for repair or replacement has been agreed to, Purchasing Entity will pay the amount invoiced by Contractor for the materials, and associated work to repair or replace the subject print head. The amount to be invoiced shall not exceed Master Agreement pricing.

- 4. ACCEPTANCE.** Following delivery and installation of the Equipment, the date for the completion of the "Installation Activities" portion of Attachment M.2 will be mutually agreed upon with the Purchasing Entity. Contractor will then provide the Services specified in Attachment M.3 (Baltoro SOW) and when Contractor has completed the training of Purchasing Entity's operators in Attachment M.3, the completion date will be entered for the "Training Activities" portion of Attachment M.2. Lastly, upon completion of all Implementation Activities (i.e. Pre-Sales Activities,

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Installation Activities, and Training Activities) and the successful testing of the Purchasing Entity's files as set forth on the first page

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of Attachment M.2 and indicated in Attachment M.3, Purchasing Entity shall sign the “Customer Acceptance portion of Attachment M.2. The completion of this process shall constitute “Acceptance” (as such term is used through the Master Agreement) of the Equipment and the initial Term will commence for Maintenance Services.

5. **SUPPLIES AND SUPPLIES PRICING.** This Section applies to Baltoro Equipment only and shall replace Section 2 and 3 of **Attachment B (Xerox General Terms)**, to the Master Agreement. Supplies are not included in the cost of the Equipment; Purchasing Entity will need to place a separate Order for these supplies, whose pricing and applicable terms and conditions can be found in the Master Agreement Price List. Purchasing Entity will order such Supplies using the “Customer Number” to be provided to the Purchasing Entity at the time such entity places an Order for the Baltoro Equipment. Supplies excludes safety goggles and nitrile gloves and are not available under the Master Agreement.
6. **WARRANTY AND GUARANTEE DISCLAIMER.** IN ADDITION TO THE DISCLAIMER IN SECTION 14 OF **ATTACHMENT B TO THE MASTER AGREEMENT (XEROX LEASE AGREEMENT TERMS AND CONDITIONS)**, THE BALTORO EQUIPMENT IS **(A)** A PRODUCT NOT SUBJECT TO THE EQUIPMENT GUARANTEE AS NOTED IN SECTION X.10.2 AND **(B)** IS A PRODUCTION DEVICE THAT FALLS INTO GROUP C EQUIPMENT IN THE MASTER AGREEMENT AND THUS, NO UPTIME COMMITMENT IS MADE FOR THE PRODUCT.
7. **MATHWORKS SOFTWARE LICENSE.** Baltoro equipment incorporates software from MathWorks, Inc. (“MathWorks”) and the following terms apply to said software:
 - a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to Purchasing Entity a license to install and use the MATLAB Compiler Runtime Libraries (“MCR”), solely and expressly for the purpose of running software created with the MATLAB Compiler (the “Application Software”), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
 - b. **LICENSE RESTRICTIONS.** Purchasing Entity shall not modify or adapt the MCR for any reason. Purchasing Entity shall not disassemble, decompile, or reverse engineer the MCR. Purchasing Entity shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, Purchasing Entity shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party’s use of the MCR. Purchasing Entity shall not sublicense, sell, or otherwise transfer the MCR to any third party. Purchasing Entity shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
 - c. **NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
 - d. **TERM AND TERMINATION.** This license shall automatically terminate upon Purchasing Entity’s failure to comply with this license.
 - e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising Purchasing Entity’s rights under this license, Purchasing Entity agrees not to violate any such laws and regulations. Purchasing Entity also represents and warrants that **(i)** Purchasing Entity is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and **(ii)** Purchasing Entity is not listed on any U.S. Government list of prohibited or restricted parties.
 - f. **U.S. GOVERNMENT LICENSEES:** Purchasing Entity agrees that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern Purchasing Entity’s use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.
 - g. **ASSIGNMENT.** Purchasing Entity may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
 - h. **MATHWORKS LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or

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otherwise and

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including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some Participating States and Entities do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to a Participating State or Entity. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. For clarification, this provision limits the liability of MathWorks to the Participating State or Entity, but the liability of Xerox to the Participating State or Entity shall remain that limitation of liability outlined in Section 5 of Attachment B, Xerox General Terms, of the Master Agreement, or as otherwise negotiated by each Participating State or Entity in their Participating Addendum.

- i. **DISCLAIMER OF WARRANTIES.** The MCR is delivered “as is.” and MathWorks makes, and Purchasing Entity receives, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for Purchasing Entity’s purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.
- j. **GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Purchasing State. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof (“UCITA”), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.
- k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and Purchasing Entity. This license shall not supersede any product license Purchasing Entity have with MathWorks for the MATLAB Compiler.

8. THIRD PARTY HARDWARE MAINTENANCE SERVICES.

- a. The provision of maintenance services to keep the Third Party Hardware in good working order (“Third Party Hardware Maintenance”) is contingent upon Purchasing Entity facilitating timely and efficient resolution of Third Party Hardware issues by: (i) utilizing customer-implemented remedies provided by Contractor and (ii) providing information to and implementing recommendations provided by Contractor telephone support personnel. If a Third Party Hardware issue is not resolved after completion of (i) and (ii) above, Contractor will provide on-site support as provided herein. Unless otherwise provided herein, Third Party Hardware Maintenance will be provided during Contractor’s standard working hours from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (excluding Contractor-recognized holidays which currently are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and certain floating days around some of these holidays) in areas open for repair service for the Third Party Hardware in the U.S. You agree to give Contractor reasonable access to the Third Party Hardware. Third Party Hardware Maintenance shall cover repairs and adjustments to keep the Third Party Hardware in good working order that are required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Contractor determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Contractor, as well as any non-Contractor alterations, relocation, service, supplies, or consumables).
- b. Contractor shall perform scheduled Third Party Hardware Maintenance at such times agreed to by both parties at each Third Party Hardware location. Scheduled maintenance shall be performed as specified in the Third Party Hardware Maintenance documentation.
- c. Contractor shall replace parts that are unserviceable as determined solely by Contractor on an exchange basis with new, or parts equivalent to new when used in the Third Party Hardware. Additionally, parts may at times be replaced with an equivalent item (i.e. form, fit and function the same, but not necessarily the same brand as the replaced part). Exchanged parts removed from the Third Party Hardware will become the property of Contractor.
- d. Purchasing Entity shall perform Key Operator maintenance functions as described in the Third Party Hardware operator’s manuals.

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- e. Contractor shall use only qualified Customer Service Engineers fully trained on maintenance requirements and operation of the Third Party Hardware.
- f. Purchasing Entity shall notify Contractor of Third Party Hardware failure and shall provide adequate working space, heat, light, ventilation and electrical current and outlets.
- g. Purchasing Entity shall place unscheduled maintenance requests for the Third Party Hardware by calling the Contractor's service telephone number provided by Contractor.
- h. Contractor shall not be obligated to provide the following services under these Third Party Hardware Maintenance terms and conditions:
 - i) Additional or optional retrofits.
 - ii) Services as a result of Third Party Hardware relocation by Purchasing Entity.
 - iii) Exterior painting of the Third Party Hardware.
 - iv) Repair for damages resulting from Purchasing Entity neglect or abuse.
 - v) Performance of normal Key Operator functions as described in the Third Party Hardware operator's manuals.
 - vi) Third Party Hardware reconditioning.
 - vii) Repair of software (other than replacement of firmware).
- i. Purchasing Entity agrees to make available Key Operators or a systems administrator for the Third Party Hardware. Training will be provided in accordance with the Master Agreement Price List.
- j. SERIAL NUMBER AND FACILITIES STANDARDS. Contractor represents that the Third Party Hardware has a manufacturer's serial number and the Purchasing Entity represents that the Third Party Hardware will at all times be located in facilities which meet all applicable health, environmental and safety standards.
- k. COMMENCEMENT & TERM, RENEWAL AND TERMINATION OF THIRD PARTY HARDWARE MAINTENANCE.
 - i) Third Party Hardware Maintenance Services terms and conditions become effective upon Contractor's acceptance of the of the Purchasing Entity's Order, and remain in effect for the number of months set forth in the Order.
 - ii) Unless the Purchasing Entity notifies the Contractor of their intent to renew the Maintenance Services on a monthly basis,, at least thirty (30) days' prior to the end of the Maintenance Services term, then the Maintenance Services will not be renewed, in accordance with the Master Agreement.
 - iii) In addition to the address to which notices are to be sent to Contractor as provided in the Master Agreement or Order, notices required to be sent to Contractor related to Third Party Hardware Maintenance shall be mailed to:

XEROX CORPORATION1301
Ridgeview Drive
Lewisville, TX 75057
- l. OUTSIDE SCOPE OF THIRD PARTY HARDWARE MAINTENANCE. Third Party Hardware service activities performed outside the scope of the Master Agreement, and these terms and conditions, including, but not limited to, weekend service, key operator functions, product enhancements and engineering changes, will be negotiated separately with Purchasing Entity.
- m. WARRANTY DISCLAIMERS. Aside from Contractor's obligations to provide Third Party Hardware Maintenance in accordance with the provisions set forth herein, Contractor makes no other representations or warranties relative to such service, express or implied. XEROX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATIVE TO SERVICES PROVIDED HEREUNDER.

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- n. Notwithstanding anything to the contrary in the Master Agreement or an Order, Contractor shall not be liable for the loss of any data as a result of performing Maintenance Service activities hereunder, and Purchasing Entity shall be responsible for all necessary or desired data backup.

ATTACHMENT E11 Xerox Applications

Application Orders: Any Purchasing Entity who acquires Xerox Software Applications (“Application”) under the Xerox Master Agreement, shall be subject to the following terms, unless otherwise agreed to by a Participating State.

- a. **Fee.** Xerox will charge and Purchasing Entity agrees to pay the “Subscription Fee” indicated on the applicable Order. The Subscription Fee permits Purchasing Entity to use an Application on a permitted volume of Devices and may include a specific volume of allowable transactions (e.g., pages, scans or receipts per month) per Device (a “Subscription Allowance”). Such transactions are independent of equipment meter read transactions. Purchasing Entity’s subscription is for an agreed Term beginning on the Activation Date as set forth the applicable Order. “Activation Date” means the date Xerox enables an Application on Purchasing Entities applicable Xerox-brand equipment (“Device” or “Devices”). Any additional subscriptions for a given Application require an additional signed Order.
- b. **Excess Usage.** Purchasing Entity may use Subscription Allowances on one or more Devices, but if the aggregate volume across all Devices exceeds Purchasing Entity’s aggregate Subscription Allowances, the excess will be deemed “Excess Usage.” Excess Usage will be measured over a rolling three (3) month calendar period. If Purchasing Entity’s average monthly volume exceeds its aggregate monthly Subscription Allowances, Xerox reserves the right to increase the Subscription Fee, upon mutual written agreement with the Purchasing Entity, via Purchasing Entity’s signed Order, or terminate the license for the Application.
- c. **User Data.** User Data may be stored or processed in accordance with the terms of the License Agreement. User Data submitted will be stored or processed on servers located in the United States. User Data means, with respect to each Purchasing Entity, all data and information of a User that is captured, stored or processed in any manner using the Application or Applications and associated services. User(s)” mean Purchasing Entity’s employees, consultants, service providers or any third-party clients authorized by Purchasing Entity to use the Application or Applications and associated services.
- d. **Acknowledgements:** Purchasing Entity acknowledges and agrees that:
 - i. License Agreement means the combination of terms found in **(1)** Attachment N-1 (Xerox End User License Agreements), and **(2)** applicable terms from this Attachment;
 - ii. its use of an Application is subject to the applicable License Agreement;
 - iii. Applications may include code developed by one or more third parties;
 - iv. it shall not make use of the Application in any manner not expressly permitted by the License Agreement Orders for Applications.
- e. **NEITHER XEROX NOR THEIR DESIGNATED THIRD-PARTIES MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY THAT THE USE OF THE APPLICATION OR APPLICATIONS OR RELATED SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE APPLICATIONS OR RELATED SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER’S HARDWARE, SOFTWARE, SYSTEM, OR DATA, OR MEET CUSTOMER’S SPECIFIC REQUIREMENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR SELECTION AND PROVISION OF AN INTERNET CONNECTION AND HARDWARE OR SOFTWARE WHICH MAY BE REQUIRED TO ACCESS THE SOFTWARE APPLICATION AND ANY RELATED SERVICES AND NEITHER XEROX NOR DESIGNATED THIRD-PARTY SERVICE PROVIDERS SHALL HAVE ANY LIABILITY FOR THE QUALITY OF CUSTOMER’S INTERNET CONNECTION OR THE QUALITY OF THE HARDWARE AND SOFTWARE THAT CUSTOMER USES TO ACCESS THE INTERNET.**
- f. **Disclosure and Waiver.** These terms and conditions apply only to Purchasing Entitles use of downloaded Applications and do not affect, amend, or modify any underlying agreement, order or statement of work that Purchasing Entity has with Xerox for equipment or services (an “Underlying Contract”). If an Application fails to perform or disrupts the operation of equipment on which the Application is downloaded, then such failure or disruption shall not be considered a failure or breach of any provision of the Underlying Contract.

MathWorks

THIS AGREEMENT ADDENDUM ("Addendum") amends the [Agreement Type (e.g., Lease, Purchase, Rental)] Agreement between [Customer Name] ("Customer" or "you") and Xerox Corporation ("Xerox") identified by agreement number WS [Insert Worksheet Number] (the "Agreement").

1. The following is added at the end of the Section of the Agreement titled "SOFTWARE LICENSE":

"For MathWorks, Inc. ("MathWorks") software incorporated into the Software, these additional terms apply:

- a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to you a license to install and use the MATLAB Compiler Runtime Libraries ("MCR"), solely and expressly for the purpose of running software created with the MATLAB Compiler (the "Application Software"), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
- b. **LICENSE RESTRICTIONS.** You shall not modify or adapt the MCR for any reason. You shall not disassemble, decompile, or reverse engineer the MCR. You shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, you shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party's use of the MCR. You shall not sublicense, sell, or otherwise transfer the MCR to any third party. You shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.
- c. **NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.
- d. **TERM AND TERMINATION.** This license shall automatically terminate upon your failure to comply with this license.
- e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising your rights under this license, you agree not to violate any such laws and regulations. You also represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- f. **U.S. GOVERNMENT LICENSEES:** You agree that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern your use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.
- g. **ASSIGNMENT.** You may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.
- h. **LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited.
- i. **DISCLAIMER OF WARRANTIES.** The MCR is delivered "as is" and MathWorks makes, and you receive, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for your purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.
- j. **GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflicts of law provisions. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.
- k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and you. This license shall not supersede any product license you have with MathWorks for the MATLAB Compiler."

2. The following changes are made to the Section of the Agreement titled "FREEFLOW LICENSE":

a. The first two sentences in subsection 4. of this Section, which said sentences begin “The Copyright Management feature...” and “You will comply with...”, respectively, are deleted and following is inserted in their place:
 “The Copyright Management feature of FreeFlow Makeready (“FFCM”) contains the optional Copyright Clearance Center, Inc. (“CCC”) copyright licensing services feature of FFCM (“CCC Service”). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM.”

b. The following is added as subsection 7. to this Section:

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

- a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023>.
- b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
- c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
- d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.
- e. **No High Risk Use.** WARNING: The Windows Embedded 7 Standard operating system is not fault tolerant.

The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.”

3. Capitalized terms not defined in this Addendum have the meaning provided for them in the Agreement. Except as set forth above, the Agreement continues in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum controls.

[CUSTOMER NAME]

XEROX CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Xerox® Baltoro™ HF Inkjet Press

Customer Expectations Document (CED)

Baltoro™ HF Press



Baltoro™ HF Press with optional Color Accelerator





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Includes Adobe PDF Converter SDK.

Includes Adobe PDF Print Engine.

Includes Adobe PostScript fonts.

Includes Adobe PDF Library.

Includes Adobe Japanese
Fonts.

Copyright protection claimed includes all forms and matters of copyrightable material and information now allowed by statutory judicial law or hereinafter granted, including without limitation, material generated from the software programs displayed on the screen such as icons, screen displays, or looks. Product appearance build status and/or specifications are subject to change without notice.

Other company trademarks are also acknowledged.

Revisions are periodically made to this document. Changes, technical inaccuracies, and typographic errors will be corrected in subsequent editions

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Introduction

The purpose of this document, in conjunction with the Xerox® Baltoro™ HF Press Product Brochure / Specifications and the Xerox® Baltoro™ HF Press Installation Planning Guide (“IPG”), is to help you understand the capabilities, limitations and requirements of the Xerox® Baltoro® HF Press (referred throughout as the “System”, “Press”, “Baltoro”, “Baltoro Press”, “Baltoro HF System” or “Baltoro System”). As indicated by the cover stamping, this document contains sensitive information that is proprietary to Xerox. We expect you as our valued customer to use all reasonable efforts to safeguard the document, to not disclose its contents to third parties, and to only circulate it within the organization on a need to know basis.

This document addresses high-level expectations. Guidelines for site planning, installation planning, product documentation and training materials are provided in the documentation that you will receive.

A Xerox representative will review this document with you. As the purpose of this document is to help you understand the capabilities, limitations and requirements of the Baltoro HF System, there will be more detail into the functionality of the Baltoro Press and obligations regarding your usage of it and maintenance thereof. In the event of any conflict between the statements made in this Customer Expectations Document (“CED”) and any terms in the sale, lease, rental and/or service agreement or Statement of Work (“SOW”) between you and Xerox (or the Xerox authorized reseller) including, but not limited to, maintenance or functionality of the Baltoro HF System, the order of precedence will be as follows: (1) the terms contained in this CED, and then (2) the terms contained in such sale, lease, rental and/or service agreement, including any Statements of Work. However, notwithstanding the foregoing, Customer’s responsibility to make any payment to any Xerox financing company under a lease or rental agreement will be absolute in accordance with its terms and not negated by anything contained in this CED.

System Configuration

The Xerox® Baltoro™ HF Press is Xerox’s newest generation production, sheet-fed inkjet press. Baltoro was designed for use in production print environments such as commercial print, service bureaus, transaction printers, direct mail printers, as well as public sector and commercial in-facility printing divisions.

Base Configuration

The base configuration of the Press includes one (1) Sheet Feed Module, one (1) Printer Module, which includes a single dryer unit, one (1) Xerox Production Stacker, and one (1) Freeflow Print Server. Note that a Baltoro System may be configured with up to four (4) Sheet Feed Modules and up to two (2) Stackers.

The base configuration supports a wide range of plain uncoated and inkjet treated papers, as well as a narrow range of coated paper types. The Tested Substrate List (“TSL”) defines the specific papers that are approved for use with Baltoro.

The Baltoro base configuration is designed to operate within a typical environmentally-controlled print environment without needing an exhaust vent.

Optional Color Accelerator Configuration

The Xerox® Color Accelerator (the “Color Accelerator”, or “Accelerator”) consists of optional hardware that enables support of a wider range of coated paper types than the Base Configuration. Color Accelerator consists of an additional (second) drying unit and a sheet cooling module to provide additional ink drying capacity. Some media types, including all gloss coated papers and any coated papers heavier than 148 gsm, can only be run on Systems configured with the Color Accelerator. The TSL specifies which coated papers are approved only for use with the Color Accelerator Configuration.

Unlike the base configuration, Baltoro with the Color Accelerator is designed to operate with two exhaust vents. When using this configuration, the customer must install heat vents that conform to the specifications outlined in the IPG.

FreeFlow Print Server

FreeFlow® Print Server (“FFPS” or “server”) is the print controller for the Baltoro HF System, rasterizing incoming files and providing several other critical functions for print processing. FreeFlow® Print Server handles a wide range of network connections and data streams.

This server also integrates with FreeFlow® Core, an optional suite of workflow applications including automated print production, JDF/JMF connectivity to external systems, and workflows for conversion, preflight, image enhancement, imposition, and print job web submissions. For more information about FreeFlow® Core, see you Xerox sales representative or Xerox.com.

Print Heads

Baltoro utilizes Xerox High Fusion W-Series printheads, designed for aqueous ink. They contain 1200 nozzles per inch and can fire up to 60Khz. The System includes 3 print heads per color, 12 in total. When the machine is idle, the print heads are capped to protect them from drying out. In production mode, the print head caps are retracted, and the print heads are moved to the print position, located above the paper path. The printer is equipped with a print head maintenance system used to purge and wipe the print heads. This is required for ink jet printers to maintain jetting longevity and performance. The System is capable of both auto maintenance and user-initiated maintenance. Ink that is purged is collected by the System in a waste ink bottle.

Ink

Baltoro uses Xerox High Fusion (“HF”) Ink, specially designed, and approved for this press. This is a pigment based aqueous ink, formulated for the Xerox High Fusion W-Series printhead and the Baltoro HF System print process. The System must only be operated with the designated Xerox HF Ink for Baltoro. Any damage caused to the print heads or any other part of the press as the result of the use of a non-approved ink(s) will void Xerox’s obligation to provide maintenance services and could result in costly repair charges at customer’s expense.

Billing Meters

Billing meters are available to be viewed via the Administration window. The Baltoro Press calculates billable content based on four definitions.

- Color Impressions: Pages containing color data
- Color Large Impressions: Pages larger than 145 in² / 935.48 cm² and containing any color data
- Black Impression: Pages containing black-only (K-only) data
- Black Large Impressions: Pages larger than 145 in² / 935.48 cm² and containing black-only (K-only) data

A Color or Large Color impression is one which uses any Cyan, Magenta, and/or Yellow ink, based on the content of the image data received by the print engine.

Baltoro features a “Black Only Mode” in which the CMY heads are capped, and only black ink is used. When a black-only page is printed, the Black Impressions and Black Large Impressions Meters are incremented depending on whether the press is in Full Color Mode or Black Only Mode:

- The Black Impressions meter is incremented once for each black only impression that exits the print engine while the System is in Black Only (K-Only) Mode, and incremented twice for each black only impression made while the System is in Full Color (CMYK) Mode

- The Large Black Impressions meter is incremented once for each Large black only impression that exits the print engine while the System is in Black Only (K-Only) Mode and incremented twice for each Large black only impression made while the System is in Full Color (CMYK) Mode. Large impressions are defined above.

Billing Meters are not incremented for

- Blank Sheets.
- Waste sheets that are manually cleared from the feeders and print engine.

Additional details concerning billing meter operation are available in the IPG.

Inline Spectrophotometer (ILS)

The ILS is a user-accessible device used for automated color profiling. The ILS reads color patch data for linearization and profiling for specific papers. Sheets read by the ILS will be fed to the top tray of the stacker.

Integrated Imaging Module (IIM)

The IIM is a full width array scanner module integrated in the Baltoro paper path. The IIM is used in automatic missing jet detection, to enable adjustment of image on paper registration, and for print head registration, angle adjustments, dot placement setup, and density optimization.

Print Speed Modes

Depending on configuration, Baltoro includes print speed modes, which can be selected by the operator based on attributes of a specific job, such as paper type or ink coverage. The TSL will define if a specific paper must be run in a particular speed mode. For all speed modes, please refer to the Productivity charts later in this document for the expected print speeds for all supported sheet sizes.

- Optimize For Color Rendering (referred to in this CED as “Standard Mode” or “Optimize For Color Rendering Mode”) – This is the standard speed mode for the Base Configuration. The Press will print at the base print speeds as specified in the Productivity charts later in this document. Unless noted in the TSL, all approved uncoated and inkjet treated papers may be run in Standard Mode. Approved coated papers may also be run in Standard Mode as defined by the TSL.
- Optimize for Special Media (referred to this CED as “Special Media Mode” or Optimize for Special Media Mode”) – This speed mode is only available with the Color Accelerator configuration. The Press will run at slower speeds as specified in the Productivity charts later in this document. This mode enables longer drying time and is primarily intended for heavier weight coated stock. The TSL will define specific papers that must be run in this mode.

Other Optional Configurations

Speed License

A speed license is available that will increase the duplex print speed of the press. Activating the speed license will allow the operator to select a third print speed mode:

- Optimize For Speed (referred to in this CED as “High-Speed Mode” or “Optimize For Speed Mode”). High-Speed mode is targeted for those who print a high volume of duplexed jobs that feature low area coverage (e.g. light coverage direct mail or statements). This mode only affects duplex print speed. Unless otherwise noted on the Tested Substrate List, all Plain Uncoated and Inject Treated papers may be printed in High Speed mode. Refer to the Tested Substrate List for coated papers that are approved to run in High Speed mode. In High-Speed Mode, the Press will run at duplex speed of up to 300 impressions per minute, depending on sheet size. Refer to the productivity chart later in this document for the expected print speed for all supported sheet sizes.

The Speed License is available for both the Base Configuration and Color Accelerator Configuration.

Optional Lightweight Media Kit

The Lightweight Media Kit consists of a hardware upgrade to the XPS Stacker to provide reliable stacking of coated papers 105 gsm and lighter, and uncoated papers 60 gsm and lighter. Certain papers may only be approved for use with the Lightweight Media Kit. The TSL will confirm this requirement. The Lightweight Media Kit is available for both Base and Color Accelerator configurations.

Optional Feeding and Finishing Devices

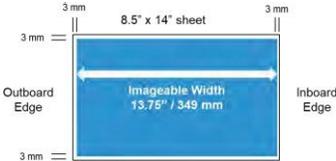
Several Xerox and Partner Finishing and Feeding options have been validated and are available as options for the Baltoro system. Additional devices may become available as they are developed and validated with Baltoro.

Descriptions of finishing options can be found in the Finishing section of this document, and please refer to the Solutions Planning Guides (“SPGs”) for the individual device details. The SPGs can be provided by your Xerox sales representatives.

Press Specifications

Item		Comments
Product Dimensions	<p><u>Baltoro Press with Base Configuration</u> Size 22'3.5" x 5'4.5" x 6'9" (W x D x H) 6.79 m x 1.63 m x 2.06 m (W x D x H)</p> <p><u>Baltoro Press With Color Accelerator</u> Size 28' 2.5" x 5'4.5" x 6'9" (W x D x H) 8.60 m x 1.63 m x 2.06 m (W x D x H)</p>	Dimensions are based on a configuration which includes: one (1) sheet feed module, one (1) printer module (PM) & one (1) production stacker (XPS), and where noted, optional Color Accelerator. Additional components will alter this size. See the IPG for details, including space required for customer and service access to the System.
Weight	<p>Press, 1 Feeder, 1 Stacker: 6,769 lbs. (3,070 kg)</p> <p>Press, 1 Feeder, 1 Stacker, with Color Accelerator: 8,509 lbs. (3,859 kg)</p>	Dimensions are based on a configuration which includes: one (1) sheet feed module, one (1) printer module (PM) & one (1) production stacker (XPS), and where noted, optional Color Accelerator. Additional components will alter this. See the IPG for details.
Power Req. 60 Hz.	<p><u>Base Configuration:</u> IOM/Dryer/Output Module/HTM: 120/208 VAC (+6%, -10%) - Typical for 60Hz US, 3-phase wye, with Neutral and Protective Earth, service >63A per Phase</p> <p><u>With Color Accelerator:</u> 120/208 VAC (+6%, -10%) - Typical for 60Hz US, 3-phase wye, with Neutral and Protective Earth, service >63A per Phase</p> <p>Feeder, Stacker, PSIP, FFPS: 120 (108 – 127) VAC, 20 A</p>	<p>Dedicated per receptacle.</p> <p>See IPG for additional details.</p>

Power Req. 50 Hz.	<u>Base Configuration:</u> IOM: 230/400 (+6%, -10%) VAC, 3-phase wye, w/Neutral and Protective Earth – Typical for 50/60 Hz XE installations, service >32A per Phase	Dedicated per receptacle. See IPG for additional details
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Item		Comments
	<p><u>With Color Accelerator:</u> 230/400 (+6%, -10%) VAC, 3-phase wye, w/Neutral and Protective Earth – Typical for 50/60 Hz XE installations, service >32A per Phase</p> <p>Feeder, Stacker, PSIP, FFPS: 230 (198 – 254) VAC, 10 A minimum</p>	
Digital Front End (“DFE”)	<p>FreeFlow Print Server with:</p> <ul style="list-style-type: none"> • 64 GB (8x8 GB 2133MHz DDR4 RDIMMS) • 5x1 TB Hard drive 	
Input Media Capacity	<p>10 in. (254 mm) of stock per tray – each containing approximately 2,500 sheets</p> <p>Two trays per Sheet Feed Module for a total of approximately 5,000 sheets.</p> <p><u>Upper Tray</u> Max. sheet size: 14.33” W x 20.5” L (364 mm W x 521 mm L) Min. sheet size: 10” W x 8.27” L (210 mm W x 254 mm L) **</p> <p><u>Lower Tray</u> Maximum sheet size: 14.33” W x 20.5” L (364 mm x 521 mm) Minimum sheet size: 7”W x 10” L (178 mm x 254 mm)</p> <p>Sheet dimensions Width (W) x Length (L)</p>	<p>Base configuration includes one Feeder Module. Additional Feeder Modules are optional, up to four in total.</p> <p>** Upper Tray minimum Width is 10” or 254 mm. Short Edge Feed for A4 or Letter is not supported from Upper Tray.</p>
Input Media Weight Range	<p>Refer to TSL for all supported media. Nominal specs:</p> <p><u>Uncoated and Inkjet Treated:</u> 60 gsm to 270 gsm (16 lb. Bond to 100 lb. Cover) 271 gsm to 300 gsm, when approved on the TSL</p> <p><u>Inkjet Coated and Offset Coated:</u> Base Configuration: 90 gsm to 148 gsm Color Accelerator Configuration: 90 gsm to 300 gsm</p>	<p>For Offset Coated media, the TSL will also define requirements for Color Accelerator, print speed mode, and optional Lightweight Media Kit.</p>
Image Area	<p>Maximum image area: 13.75” X 20.25” 349 mm x 514 mm</p> <p>Note: When printing 14” / 355 mm wide stocks “Long Edge Feed,” there is a 3 mm (0.12 in.) deletion on each side:</p>  <p>The diagram shows a blue rectangle representing an 8.5" x 14" sheet. On the left and right sides, there are 3 mm deletions. A double-headed arrow across the top indicates the 'Imageable Width' is 13.75" / 349 mm.</p>	<p>All sheets will have a default 3 mm (0.12 in.) edge deletion regardless of sheet size.</p> <p>105 gsm and lighter Coated papers may require larger unprinted border, depending on ink coverage. Refer to TSL and media guide for details.</p> <p>Image Quality artifacts (such as blurring of images, lines, or text) may be more noticeable within 10 mm of any edge.</p>
Resolution	1200 x 1200 dots per inch (dpi), 1-bit	

Item		Comments
Output Capacity	<p><u>Single XPS module:</u> 2,850 x 2, for a total of 5,700 sheets (90 gsm / 4.0 caliper).</p> <p><u>Dual XPS module:</u> 2,850 x 4, for a total of 10,400 sheets (90 gsm / 4.0 caliper)</p> <p>Top Tray: 250 sheets (20 lb. bond / 75 gsm)</p>	<p>Base configuration includes one (1) stacker; second stacker is optional.</p> <p>Refer to Finishing section for details on stacker specifications and features.</p>
Productivity	<p>Simplex: Up to 197 ppm A4 / Letter</p> <p>Duplex (with optional Speed License): Up to 300 Impressions per minute (IPM), where “Impression” refers to a US Letter or A4 equivalent.</p> <p>Duplex (without optional Speed License): Up to 197 IPM A4 / Letter</p>	<p>Refer to productivity charts in this document for print speeds for various sheet sizes in each speed mode.</p> <p>Refer to the TSL for print speed limitations for approved coated papers.</p>
Job Integrity / Recovery	<p>The System will recover after a jam to the last successfully delivered sheet. For potential duplicate pages, warning messages are posted, and the operator may cancel or proceed.</p>	<p>Some job recovery procedures require a System shutdown. In limited circumstances, a print job may have to be re-submitted.</p>
Cycle Up Time	<p>Cycle Up time is the time from pressing “Start” for a job to when sheets begin to feed. Normal cycle-up time is approximately 30-60 seconds</p>	
Recommended Ave. Monthly Print Volume	<p>750K – 3.0M Impressions</p>	<p>Based on Letter/A4 equivalent impressions per month.</p>
Duty Cycle	<p>6M Impressions</p>	<p>Based on Letter/A4 equivalent impressions per month. Duty cycle represents the maximum number of prints you can expect to produce, e.g. during a peak period.</p>

Sheet Feed Module Specifications

Characteristic	Description	Comment
Sheet Feed module	<p>One Feeder module without bypass standard; up to three additional Feeder modules with bypass optional, in which case the Feeder without bypass is first (the Feeder that is left most).</p>	<p>Trays do not feed to empty. When a feeder empty message is displayed, there could be as much as 30 mm (one inch) of stock remaining in the feeder tray. This is to maintain the best possible reliability in the feeder mechanisms.</p>
Paper drawers	<p>Two paper trays per module; 10” of media per tray or 2,500 sheets (4.0 caliper, 90 gsm).</p>	

Characteristic	Description	Comment
Supported stocks	Supported media include uncoated bond stocks and ink jet treated stocks from 60 to 270 gsm, and Coated stocks from 90 to 300 gsm, depending upon configuration. Refer to the Tested Substrate List for specific coated stocks that are supported by the Base Configuration and Color Accelerator Configuration, as well as requirements for optional Lightweight Media Kit.	If running preprinted sheets with varying image content or rainbow colors, the feeder multi-feed detector may sense a difference in opacity from sheet to sheet. In this case, multi-feed detection can be disabled.
Tray switching	Auto tray switching & Load While Run capability is supported across all paper drawers. The System automatic switches trays with no loss in productivity	
Paper Drawer Specifications	<p>Load while run operation (for paper sizes supported by more than one feeder tray).</p> <p>Each tray handles the full range of stock supported by the System.</p> <p><u>Upper Tray</u> Maximum sheet size: 14.33" W x 20.5" L* 364 mm W x 521 mm L Minimum sheet size: 10" W x 8.27" L ** 254 mm x 210 mm</p> <p><u>Lower Tray</u> Maximum sheet size: 14.33" W x 20.5" L* 364 mm x 521 mm Minimum sheet size: 7" W x 10" L 178 mm W x 254 mm L</p> <p>Sheet dimensions Width (W) x Length (L)</p>	<p>Standard sizes and custom sizes are supported.</p> <p>Specialty media (e.g. envelopes, windowed stocks, reinforced, transparencies, Mylar, toner-based pre-printed shells, adhesives backed labels) are currently not supported from either tray.</p> <p>Paper based tabs and 2-3-4 hole drilled paper are supported per TSL.</p> <p>* The System only supports up to 20.5" paper and will not feed anything larger than 20.5".</p> <p>** Upper Tray minimum Width is 10" or 254 mm. Short Edge Feed for A4 or Letter is not supported from Upper Tray.</p>

Xerox Production Stacker (XPS) Specifications

The Xerox Production Stacker ("XPS") is a stacking device that also enables other inline finishing by providing document transport capability and full DFA support to DFA compliant finishing devices.

XPS Features

- Dual stack capability (up to two stacks per stacker)
- Unload while run with a single stacker
- Unload while run / unload on demand functionality
- Adjustable unload height from 8" to 24"
- Set and Job offset
- Subset offset
- Jam offsetting (default is set to off)
- Sheet level jam recovery
- Substrates that tend to exhibit curl when being fed through the Baltoro® System can cause functionality problems in the finishing devices

- Built-in rotator to maintain productivity when finishing smaller size applications via Document Finishing Architecture (“DFA”) device finishing devices
- Center or Edge(front) registered output delivery

XPS Unloading

When a full stack condition occurs, the printer pauses (skips pitches) and the stack will be automatically ejected (alternatively, the operator can set it to eject manually) to the front of the XPS and raised to the programmed height. Once the stack is ejected, the stacker will resume stacking operations on a second internal stack, even before the previous stack is unloaded. Thus, there can be two completed stacks of 2,850 sheets before the XPS needs unloading. The ejection process is a pseudo “unload while run” feature because it does not require the printer to cycle down, but there is a pause while the stack is ejecting. This pause varies based on machine configuration, how full the stacker is when the unload takes place, and whether the job is printed simplex or duplex. If the stacker is nearly empty (and the unload button is pressed), the delay will be approximately 36 seconds. If the stacker is full (and the unload button is pressed), the delay will be approximately 48 seconds. If the job is duplex, customer will need to add 6.5 seconds to the above times. In addition, sheets coming from a second feeder or sheets fed through a second dryer and/or cooler will add more time. The user can select the “Do Not Auto Eject” setting to prevent automatic ejection under a full stack condition. In this case, the user can push the “Unload” button to eject the stack.

XPS unload operations can be configured to occur automatically at a set stack limit, at job, or partition boundaries. Unload operations can also be initiated manually via the Stacker Unload button or the GUI (‘unload on demand’). A stacker's stack limit can be set to any value between 200 and 2,850.

The stacker can also be programmed to unload at heights between 8” to 24”. When the stack is ejected to the front of the stacker, it will be raised or lowered to the programmed height. This will allow the user to unload the stack at near waist height or leave it at the lower height when using the optional cart to unload the stack.

The XPS “unload at waist height” capability is limited to lifting weights of up to 80 lbs. (36 kg). This weight limitation has no impact on stack capacity for media of Letter/A4 through SRA3 or 12” X 18” sizes. For media of larger than SRA3 / 12” x 18” sizes (80 gsm or more), the stack capacity will be reduced to 60 lbs. (27.2 kg) to ensure that the stack is able to be raised to waist height. If full stack capacity is preferred over lifting to waist height, the “Ignore Stack Weight Unload Limit” feature can be selected. If this feature is selected, the stacker will stack to full capacity but, if the stack is greater than 80 lbs., the stack platform will eject but not raise the stack.

For heavy weight 2-sided stock, there may be stack disturbance in the top few sheets - the top few sheets may “slide” around as the stack is ejecting. Depending on the specific stock and the air flow conditions, the top sheets may slide off the stack during the ejection. The “Do Not Auto Eject” feature can be used to minimize the stack’s top sheets from sliding as the platform ejects. It is recommended to wait about 30 seconds after the “In Use” indicator turns off, prior to pressing the “Unload” button to eject the stack.

Dual XPS

Continuous operation with “unload while run” is fully supported with a dual stacker installation. When the first stack on a stacker is “full” and ejecting, or if both stacks on a stacker are full, the System will automatically switch to another available XPS stacker without skipping any pitches (which is a true “unload while run” scenario).

Unloads can be configured flexibly, as above. Also, each stacker’s stack limit can be configured independently, to any value between 200 and 2,850. If desired, operators can also program jobs to specific stacker destinations. A dual stacker configuration allows for a total unattended stacking capability of 10,400 pages.

Production Media Cart

The optional Production Media Cart (the “Cart”) interfaces with the Xerox Production Stacker to assist with transporting printed media from the XPS to consolidation pallets, or near-line/off-line finishing equipment. The Cart uses a motorized lift to set the unloading height for transfer of the paper stack from the Cart. Installation of the kit necessary to enable this Cart reduces the stack capacity of the XPS to 5,200 sheets (2 stacks of 2,600 sheets).

XPS Media Specifications

Attribute	Specification	
Stock Weight Range	60 to 300 gsm (approx. 40 lb. text to 110 lb. cover), per the approved TSL	
Stock Size Range	Stacker Main Tray	7.0” x 10.0” LEF and 8.27” x 11.69” SEF to 14.3” x 19.7” (178 mm x 254 mm and 210 mm x 297 mm to 364 mm x 500 mm)
	Top Tray	7.0” x 10.0” LEF and 8.27” x 11.69” SEF to 14.3” x 20.5” (178 mm x 254 mm and 210 mm x 297 mm to 364 mm x 521 mm)
	Bypass with Rotation (input)	Edge output: 7.0” x 10.0” LEF and 8.27” x 11.69” SEF to 14.3” x 14.3” (178 mm x 254 mm and 210 mm x 297 mm to 364 mm x 364 mm) Center output: 7.0” x 10.0” LEF and 8.27” x 11.69” SEF to 14.3” x 14.3” (178 mm x 254 mm and 210 mm x 297 mm to 364 mm x 364 mm)

The Stacker can accept up to 2,850 sheets of Bold 24# (90 gsm) 4 caliper paper or Xerox Vitality 20 lb. (75 gsm) 4.1 caliper paper. If you are running sheets that are thicker than 4.1 caliper, then you may receive an XPS-12-2070 “Stacker Full Switch Fault” when the stacker is going full. An example of this is Xerox Vitality 24 lb. (90 gsm) 4.5 caliper paper. To avoid getting these faults, please set your Stacker Limit to 2600 sheets for 4.5 caliper paper. If you are running thicker paper than 4.5 caliper, then you may need to lower the Stacker Limit further.

Xerox Tape Binder (XTB) Specifications

The Xerox Tape Binder (“XTB”) creates bound books inline using thermal adhesive tape binding strips to bind sheets (without the need for stapling). It can bind 8.5” x 11” or A4 documents (configurable by service) with up to 125 sheets. The tape binding strips are available in Black, White and Dark Blue.

The Xerox Tape Binder has bypass capability to allow additional in-line finishing DFA devices to be connected downstream. An XPS is required upstream for in-line connectivity to the printer.

Up to two Xerox Tape Binders can be configured on one system, in a so called ‘Dual XTB’ configuration. Please refer to the Xerox Tape Binder Solutions Planning Guide for further site planning information, system dependencies, limitations, valid configurations, supplies (strips) information and device specifications.

Dimensions	Xerox Tape Binder
Width X Depth X Height	34.1" x 28" x 42.4" (870mm x 708mm x 1080mm)
Input Height	34" (860mm)
Bypass Output Height	34" (860mm)
Weight	352 lbs. (160 kg)
Clearance: Operator	Minimum 30" (763mm) in front of module
Clearance: Service	Minimum 46.8" (1189mm) in front, and 30" (763mm) behind

Electrical & Environmental	Xerox Tape Binder	
	Minimum	Maximum
Temperature Range	59° F (15° C)	86° F (30° C)
Humidity Range	20% RH	80% RH
Altitude	N/A	N/A
Sound Emission		Bind Mode: 75 dB(A) impulse Bypass Mode: 60 dB(A) impulse
Power	100 - 120 VAC, 50/60 Hz, 12 A 220 - 240 VAC, 50/60 Hz, 6 A	

Media Latitude	Xerox Tape Binder
Stock Weight Range	<u>Base Stock/Inserts</u> : 60 to 220 gsm uncoated <u>Covers</u> : 60 to 250 gsm uncoated, 90 to 220 gsm coated. Note that coated cover stocks are limited to those which are validated and documented in the Baltoro Tested Substrate List
Stock Sizes	8.5" x 11.0" (216mm x 279mm); A4 (210mm x 297mm) Tabs up to 0.5" (12.5 mm) wide, Covers (9 x 11", 223 x 297mm)
Specialty Media	N/A
Sheets / Books	10 – 125 sheets (75 gsm or equivalent thickness)
Tray Capacity	Up to 1500 sheets (e.g. 30 books / 50 sheets per book for 75gsm / 20lb bond) Maximum 30 books Tray can be unloaded while machine is running.

Notes:

- To maximize binding quality, limit stocks >140 gsm to 10% or less of the sheet count in a book. Also, avoid use of 60 gsm body stock with > 90 gsm inserts.
- Avoid adjacent Body Stock/Inserts of > 120 gsm.
- Transparency, coated stocks, or never-tear stocks can ONLY be used for covers (with a Third-Party inserter C.P. Bourg Sheet Feeder (BSFx))
- The maximum book thickness can be 0.5" (13mm) – when using heavier than 75 gsm substrates, the number of sheets in the book will need to be reduced to achieve book thickness of 13 mm or less.
- Performance (binding quality, jams) can also be degraded by the following:
 - Curled stock

- The book mass greater than 580 grams
- Drilled stock with reinforced edges
- The Xerox Tape Binder is a Document Finishing Architecture (DFA) device – please refer to the Solutions Planning Guide for other details related to the operation of this device. Of note:
 - Job recovery at the book level (and not at the sheet level). In the event of a fault shutdown in the Binder, the current book being bound will be completed (provided that is not where the fault occurred) and any partially collected sheets for the next book will have to be discarded. The job will resume at the beginning of the next book to be bound.
 - Should a jam or shutdown occur in the Binder, the Xerox Baltoro™ HF Inkjet Press User Interface (“UI”) displays a general DFA device fault message and the instructions for clearing the jam are provided on the Binder UI.

System Productivity: with Xerox Tape Binder

Baltoro XTB Books per Hour (Optimize for Print Speed)					
Letter / A4 Duplex sheets	20	30	50	75	100
Baltoro Books Per Hour	147	129	145	110	82
Baltoro Books per Hour with "Smooth" selection					
Letter / A4 Duplex sheets	20	30	50	75	100
Baltoro Books Per Hour	78	78	78	91	76

Additional In-line Third Party DFA Finishing/Feeding Options

As of the date of this publication, the In-line DFA Finishing Options described below are also available with the Xerox® Baltoro™ HF Inkjet Press (an up to date list is available at <https://www.xerox.com>). An XPS is required upstream for in-line connectivity to the printer for all the devices set forth below. Please refer to the SPG for the individual device details. The SPGs can be provided by your Xerox sales reps.

Binding

C.P. Bourg BB3202 Perfect Binder: Compiles book blocks and binds them; book blocks can consist of individual cut sheets or single fold signatures. Binds from 1 to 60 mm (0.04" to 2.36"). EVA or PUR adhesive options.

Booklet Making

C.P. Bourg Document Finisher (BDFEx/BDFNx): Automated saddle stitched signature booklet making (22 sheet capacity), with optional covers feeder, SquareEdge, and sheet rotator modules. Optional corner edge stapling (50 sheet capacity).

C.P. Bourg Booklet Maker Enhanced (BMEx): Automated saddle stitched signature, extra-large format, booklet making (30 sheet capacity); available options include sheet rotator, bleed crease and SquareEdge Modules. Optional corner edge stapling (50 sheet capacity).

Watkiss PowerSquare™ 224: Produces stitched SquareBack™ books (52 sheet capacity). Available in off-line, nearline and in-line configurations.

Roll Feeding

Tecnau SheetFeeder BV™ NV-R: Enables delivery of cut sheets from a roll of paper; includes unwinder, cutter, sheet transport, roll cart (optional), running perforator (optional) and print registration (optional to enable feeding pre-printed forms on rolls). Available in a front, rear or straight-in unwinder feed configuration.

Perforating

Tecnau TC 1530 CX Dynamic Perforator: Dynamic perforations; up to two horizontal perf cylinders and four vertical perf wheels. Optional 2D bar code reader.

Punching

GBC FusionPunch™ II: Provides punching, to enable lay flat binding. Includes offset stacker; available optional bypass stacker.

Sheet Feeding/Inserting

Xerox Dual-Mode Sheet Feeder (BSFEx): Transports media from up to two stack locations (or via a bypass transport) to a downstream finishing device, allowing multiple printers to share one finishing device.

Stacking

Multigraf PST-52 Stacker: Large format stacker (up to 14.3" x 20.5" for Xerox® Baltoro™ HF Inkjet Press) with trolley; up to 4,700 sheet capacity.

Ink Estimation and Ink Usage

System ink usage is composed of two components: the ink used to print customer jobs, or job ink, and the ink used to maintain machine reliability and image quality, or maintenance ink. The amount of job ink used is dependent upon the job's settings (DFE settings, profile used, etc.) and the job's area coverage. The amount of maintenance ink usage is largely a function of how much the System is used for printing (shifts per day [1 x 5, 3 x 7, etc.] and print volume). To maintain the System's reliability and image quality, the Baltoro Press regularly performs print head purges, runtime missing jet and registration correction, and warm up sheets. Customers can also manually initiate purges based upon Image Quality requirements. Some routines can be set by the customer, and some are performed automatically. Changing the defaults on the customer-selectable settings may trade off decreased ink usage for reduced image quality and system reliability. The total amount of ink used can be displayed by the Press when the operator manually starts and stops an ink usage monitor routine while running production.

Xerox also offers a standalone customer tool to estimate the ink used for any given customer job, off press and before the job is printed, called the Xerox ink measurement and proofing tool (the "IMAP tool"). This cloud-based tool is available to all Baltoro customers. Prior to machine purchase, your Xerox salesperson or analyst can assist in estimating ink usage for a given print job. Access to the IMAP tool is provided through a link in the "Welcome Letter" contained within the software kit delivered to you as part of the Baltoro installation process. With this IMAP tool, you may estimate the job ink for any job before committing it to the Press.

IMAP tool note: You shall be solely responsible for any and all data, data files, documents, graphics, messages, photographs, images, text, and/or other information or materials ("Content") that you submit to or generate in connection with your use of the tool and software. You authorize Xerox to use, process and transmit Content in the manner contemplated by the documentation for the tool and software. By using the tool and software you acknowledge and agree that Xerox is processing such Content as you direct. You are responsible and remain solely liable for the Content and compliance with all applicable laws rules and government regulations applying to the transmission thereof, including, but not limited to, those regarding data privacy and export control.

System Configuration and Installation

This section should be used in conjunction with the Xerox® Baltoro™ HF Production System Installation Planning Guide (IPG) and the supported in-line DFA Finishing Device Solution Planning Guides (SPGs), which contain detailed specifications for size, weight, electric, and environmental conditions. Only the most important requirements are stated here.

Customer Responsibilities

Customer must work with the Xerox representative to complete certain items listed below before the System can be delivered. These items will be assessed in the final site check. Refer to the Baltoro HF System IPG for complete details.

The following must be completed before the System can be delivered and will be assessed in the final site check:

Item	Baltoro HF System
Identify placement of the System.	Room meets service and operator space clearances. Allow for extensions, such as in-line finishing, work tables, storage cabinet, etc.
Ensure the Press can be delivered to the site.	Delivery path clear and dimensionally correct.
Supply the appropriate electrical connections.	Dedicated power required.
Certify that the floor from the loading dock to the installation site, and the floor at the installation site will support the machine and emit the allowable vibration loads.	For such verification and certification, Xerox strongly recommends customer consult with a structural engineer.
Meet room Environmental Specifications for temperature and relative humidity year-round (see Installation Planning Guide). Operating range: 35-55% RH and 68°-77° F (20°-25° C).	This is essential to the System’s ability to perform as expected; Xerox will not be able to resolve performance problems encountered when the area is not maintained within this operating range. Third party finishing devices may have more stringent specifications – please check the appropriate Solutions Planning Guide
Meet requirements for ventilation of the Baltoro System, if applicable	For the Baltoro base configuration (single dryer), an exhaust vent kit is not required. However, Xerox offers an optional ventilation kit. If external venting options are explored, then a qualified professional should be consulted to determine the interaction of the factors outlined above and make the appropriate recommendations for machine operating environment. If external venting is utilized, customer is responsible for compliance with any applicable air emission laws, rules, and regulations. For configurations that include Color Accelerator, the Baltoro System is designed to operate with two exhaust vents. When in operation, the Baltoro System with Color Accelerator exhausts 55,900 BTU/hr., at up to 3050 CFM. Venting with this configuration System should remove approximately 11.1 kw (38,000 Btu/hr.) from the total heat output of the Press. The customer must install heat vents that conform to the specifications outlined in the IPG.

Restrict accessibility to children	The Baltoro system is a commercial printing system and is expected to be installed in locations where only adults are normally present. This equipment is not suitable for use in locations where children are likely to be present.
Order Initial Paper Supplies	<p>You are responsible for supplying 10,000 sheets of media required to complete Press setup, training, etc. This media must be from the approved TSL.</p> <p>You must also order sufficient quantity of media to produce your agreed Golden Job(s) at installation. This media must be from the approved TSL.</p> <p>This media mentioned above are in addition to the initial quantities of TSL-approved media you require for your initial normal production printing business needs.</p>

System Installation

System installation for the Baltoro system will take up to ten days for installation of a base configuration or configuration with the Color Accelerator. Systems that include third party finishing options will require additional time to complete installation. If the Color Accelerator is being added to an existing Press, installation of the Color Accelerator upgrade will take 1-2 days, depending on age of the System being upgraded.

Ensure the necessary paper quantity and consumables for production are ordered. After install, customer is expected to provide media that a Xerox service representative can use for setting up the machine prior to operator training. You will need 10,000 sheets of various sizes for the first two weeks, along with ink and flushing fluid during the two-week monitoring period. This media must be from the approved Tested Substrate List. Specific sheet sizes for your installation will be defined and agreed between you and your Xerox analyst.

Transitioning to Production

Upon completion of the System installation, customers shall take the actions set forth below. Failure to abide by these requirements could result in service activity billable to you by Xerox outside of your Full Service Maintenance Agreement (“FSMA” or “maintenance agreement”) at current Time & Material rates to repair damage and to replace any parts:

- Become familiar with Xerox support services available as described in Xerox Operator Training and according to your Xerox FSMA.
- Perform on-going operator maintenance, including routine cleaning as specified in Xerox Operator Training.
- Allow Xerox access to the System for on-going maintenance.
- Maintain environmental conditions to the product specifications.

In addition, Xerox expects customers to take the following actions in order to facilitate the ramp to production print volume:

- Establish procedures for ordering supplies according to your production requirements.
- Maintain an appropriate level of inventory (safety stock) of paper, inks, and other consumables.

Operator Training

To maximize the full productive capacity of the Baltoro HF System, you must have properly skilled, dedicated operators. Official Xerox operator training is mandatory, and we require that only operators trained by Xerox run the System.

Training will take place on-site and will last approximately five days. If applicable, training for 3rd party finishing devices is provided by the finishing vendor and is provided in addition to the Baltoro HF System training.

Following completion of the Operator Training curriculum, coaching for trained operators will take place on-site and will last approximately five days. The coaching process is intended to reinforce training concepts as they are put into action in production, and to help with job onboarding and the ramp-up to production.

If the Color Accelerator is being added to an existing System, a one-day training curriculum is required. This session will train operator(s) on the operation and maintenance tasks for the Color Accelerator.

Production Planning, Availability, and Productivity

The Baltoro HF System is designed for high productivity and to produce high quality output however, as with any printing process, you should not estimate production based solely on the raw speed of the press. The purpose of this Section is to establish expectations for the production capacity you can achieve with your System.

The Baltoro System provides many system maintenance procedures that are carried out automatically by the Press. Other maintenance and cleaning procedures must be operator initiated, and these tasks are identified in operator documentation and taught during operator training. Following the prescribed operator maintenance and cleaning procedures and completing error recovery procedures as defined in operator training are essential to achieving high productivity and quality. However, like all printing technologies, service calls will occasionally be required to resolve certain problems.

Availability

Availability refers to any time the Baltoro System is available to you and able to make prints, i.e. not being serviced by a Xerox service representative and not awaiting unscheduled maintenance to be completed during your contracted service hours. Down for service is defined as “unable to make prints,” and includes response time and machine repair time. Down for service time begins when a service request call is placed to Xerox and ends when the System is returned to you to resume production. The coverage hours of your service contract apply to all scheduled and unscheduled service activities performed by Xerox.

Availability includes the time spent producing prints as well as all routine tasks that are required to maintain the press and perform normal management of your jobs. Examples of routine tasks that are included within Availability include, but are not limited to, maintenance and cleaning procedures performed by your trained operator, Xerox-initiated preventative maintenance, startup and shutdown procedures, consumables and media loading and unloading, job management, and recovery from jams or other System faults that are resolvable by the user. Note that compliance with required maintenance procedures by your operator will result in better press productivity and quality and will reduce the need for service calls and downtime.

Pre- & Post Processing equipment may also affect availability. While not part of the Baltoro System availability described above, the servicing and maintenance of this equipment must be factored in when planning production runs.

Individual machines will vary based on factors including, but not limited to, job types, workflows, media, ink coverage, run lengths of jobs, operator skills, finishing, environmental factors and compliance with maintenance and cleaning procedures.

Average Monthly Volume and Maximum Duty Cycle

Baltoro's recommended average monthly volume is 750K – 3.0M impressions, where “impression” refers to an A4 or US Letter equivalent.

Maximum recommended monthly duty cycle for Baltoro is 6M impressions. Duty cycle represents the maximum number of impressions you can expect the Press to produce to support short bursts of work or a peak period. It is not a representation of the volume that can be produced on an extended basis.

Customer Maintenance

Your Xerox-trained Operator will perform simple preventive maintenance on the Press including the following. Refer to the “Maintenance” section of the document, “Xerox® Baltoro™ HF Inkjet Press Customer Documentation” for the full list of maintenance tasks.

1. Clean the Sheet Feed Module multi-sheet sensor
2. Clean the Registration Transport platen glass and reflector
3. Clean the Marker Module Transport belt
4. Replace the Marker Module Transport belt when needed
5. Clean the decurler assemblies

Recommended Daily operator maintenance actions:

1. Run the “End of Shift Print Head Maintenance” routine.
2. Clean the marker module transport belt at end of shift.

Operator may purge individual heads if missing jets are visible during a run with runtime correction enabled.

Basic Operator duties also include replacing the following consumables and making the sure the Press is supplied with the following:

1. Inks- Black, Cyan, Yellow and Magenta
2. Waste Ink Bottle
3. Aqueous Wiper Fluid
4. Paper

Customer will be responsible for disposing of the waste ink and wiper fluid according to the local laws. The spare parts and materials to perform operator maintenance activities are included as part of your FSMA and must be obtained from Xerox. Failure to perform operator maintenance by Xerox trained operators with Xerox approved materials and as per trained operator procedures may cause billable Xerox service activity and repair of damage that is not covered by your FSMA.

System Maintenance

Print Heads: Print heads are covered by your maintenance agreement, if applicable, subject to specific terms detailed in your Xerox maintenance agreement, in addition to the conditions below:

- Preventive maintenance has been properly executed.
- Inks, consumables, and spare parts are qualified and supplied by Xerox.

Your Xerox service representative will be able to determine when it is necessary to replace a print head. Replacement of the print head will not be covered within the maintenance agreement if the terms above, or in your Xerox maintenance agreement have been violated and/or if void conditions described in the maintenance agreement are applicable.

The System will automatically cap print heads at cycle down.

If a power outage occurs and print heads will be uncapped for more than two hours, Xerox service must be contacted to manually cap print heads.

To maintain optimal performance, the System will go through automatic ink purges depending on idle time.

- At cycle up of the press, a purge will take place for magenta if the System has been idle (no printing or purging) for more than one hour. A purge will take place for cyan, yellow, and black if the System has been idle for more than 90 minutes.
- At cycle up of the press, a double purge will take place if the System has been idle (no printing or purging) for more than eight hours
- During normal operations, printing operations will pause, and a purge will take place for magenta if it has been more than two hours since the last purge, and a purge will take place for cyan, yellow, and black if it has been more than three hours since the last purge.

In addition, the IntelliPurge feature is intended to reduce Image Quality (IQ) artifacts, such as increased graininess or reduced edge sharpness, which may become noticeable near the end of the windows between automatic purges. IntelliPurge will perform a micropurge after one hour of print time. If IQ artifacts are objectionable, the time between micropurges can be reduced by your Xerox service representative. Reducing the time between micropurges may slightly reduce your overall print productivity due to the additional purge cycles but will improve the IQ artifacts.

Note: the purge schedule is subject to change in future software release without notice.

When printing jobs, the print heads will automatically pre-fire electronic impulses to those jets that will be used for the job. In addition, Baltoro provides three options for exercising all of the jets in the system in order to maintain printhead health. These modes may be selected by the operator individually (to reduce the amount of maintenance ink used) or in tandem (to maximize jet clearance / printhead health). Each mode will exercise jets at different intervals, so depending on factors such as ink coverage within a job, effectiveness of missing jet avoidance may vary on specific jobs.

- **Background Jetting:** When printing jobs, the print heads will continuously fire background pixels throughout the run to keep all jets fresh. These pixels are required to prevent clogging and are not perceivable to the naked eye at normal viewing distance. For most jobs, background jetting will have a minimal effect on overall image quality.
- **Flush Lines:** When only the Flush Line option is selected, no background spray pixels are printed. Instead, a thin line of each color (C, M, Y, K) is printed at the leading edge or at the trailing edge of each sheet, according to the option you select. For duplex printing, the flush lines will be printed on the same edge of the paper, front to back. For example, if “Marking Lead Edge” is selected, the flush lines will be printed at the leading edge of side one, and at the trailing edge of side two. The total width of the flush line is approximately 1 mm. The flush line will be printed immediately after the 3 mm edge border at the lead edge of a sheet, or immediately before the 3 mm edge border at the trail edge. If using flush lines, design

of the print file should account for the 3 mm edge borders, plus the width of the flush line, plus any space required for waste trim, if applicable.

- **Dynamic Print Sample (DPS):** This mode repurposes the warm-up sheets to be printed at defined intervals during a job. DPS can be used by itself, or in conjunction with Background Jetting or Flush Lines. When the DPS option is used by itself, no background spray pixels are printed, and the press will print a warm-up sheet every 250 Impressions (A4 or Letter equivalent). If DPS is used in conjunction with Flush Lines or Background Jetting, the interval between the warm-up sheets will vary based on the print speed mode, from 250 Impressions in Optimized for Special Media mode to 1,500 impressions in Optimized for Speed mode. These intervals are subject to change by Xerox if different intervals are required to ensure printhead health. Note that when used by itself, DPS does not ensure that all jets are exercised as frequently as Background jetting or Flush Lines. As a result, using DPS by itself may result in missing jets and/ or missing image area at the lead edge of sheets, in all colors, on sheets just prior to the sample page being printed. The severity of these artifacts, if any, depends on the type of job being printed. If such artifacts occur on specific jobs and are objectionable, Background Jetting or Flush Lines should be used for those jobs.

Automated Registration and Missing Jet Correction: The Baltoro System is equipped with an integrated imaging module that scans the full media width at printer rated speed. The imaging module runs a routine that uses the captured image to adjust print head alignment and correct missing jets. The routine can be invoked by the operator, or it can be set up to run during a production run automatically. The routine is recommended to be run at the start of each shift and after each manual purge. After scanning, the Image Quality control target will be sent to the top tray where it will be separate from customer output. The diagnostic target will not be counted on the billing meters and the amount of ink used in all prevention cases will be minimal. It is also advised that operators inspect output on regularly scheduled basis (e.g., every 1,000 sheets) using the sample print feature located in the FreeFlow Print Server interface. It is expected that some missing jets may be present at startup and will accumulate in between correction intervals (when the System checks for missing jets). For those jobs with high image quality requirements, it is recommended to lower the interval between System checks.

Productivity Considerations

Production Inkjet presses typically have a ramp to mature production capacity, driven by job onboarding, newness and complexity of the System, operator experience/maturity, and other factors. To ensure you can meet your commitments to your end-user customers, it is advisable to use cautious planning assumptions, particularly in the early months after install.

Over time, as you become more experienced at operation, press productivity should increase. Print volume that you can achieve in a given period will be driven by many variables including pre-press workflow efficiency, job types, client expectations, use of qualified media, daily volume, number of jobs, job mix, area coverage, adherence to environmental specifications, operator expertise, and compliance with maintenance procedures.

Job content or size can affect the achieved print rate on a given job.

For maximum productivity, keeping the job queue full eliminates between-job delays.

Periodically, your Baltoro HF System will require service to be carried out by the Xerox service representative, making the Press unavailable for production. In addition, the Xerox service representative will carry out routine preventive maintenance that is required by your System. The Baltoro HF System also has specific maintenance tasks that are the responsibility of your operator.

For jobs with critical print windows, you should make allowance for service calls in case they are needed. All extended service calls are escalated to the Xerox Command Center for assisted resolution

The operator is able to load paper and ink, as well as unload the waste bottle, while the Baltoro Press is running. In addition, the stacker supports unloading while running to maximize productivity.

It is important that the factors impacting productivity are understood and that you plan for them. Your local Xerox service team will work to set up a maintenance schedule to best fit with your production windows for maximum productivity.

Mixed Plex Productivity

All stocks and specialty media on the TSL are imaged at rated speed regardless of weight or type. The section entitled “Print Rate” below shows the print rates supported by the Press for some standard sizes. Sizes in-between will default to the next slower rate.

Jobs that feature mixed plex (i.e., single sided mixed in production run with double-sided pages) will result in a reduction of print speed. Actual performance will vary based on the attributes of each specific job. In addition, jobs run 1 to N and N to 1 with simplex sheets that are forced to print duplex all result in very similar production efficiencies. Inserting blank pages where required to force the press to full duplex mode will allow normal duplex productivity to be achieved. Blank pages (pages containing no cyan, yellow, magenta, or black data) do not result in billing meters being incremented.

As an alternative to adding blank pages to the job, the Baltoro System can be put into a mode where all sheets are forced through the duplex path, enabling duplex productivity to be achieved. This mode needs to be disabled when printing simplex jobs to achieve normal simplex productivity. The operator may choose this mode manually, or may allow the system to automatically select when forced duplex mode should be used to ensure maximum print productivity.

Print Rate

Baltoro print speeds for various sheet sizes and speed modes are shown in the tables below. There are separate tables for the Base and Color Accelerator configurations.

Notes and definitions:

- Impression – 8.5 x 11” or A4 equivalent. Please refer to “System Configuration - Billing Meters” section for criteria for the Large Impressions meters.
- IPM – Impressions Per Minute.
- Page – a physical sheet of media
- PPM – Pages Per Minute
- Standard Mode (Optimize For Color Rendering) – Baltoro System base print speed
- High-Speed Mode (Optimize For Speed) – Baltoro System print speed with speed license activated. High-Speed Mode only applies to Uncoated and Inkjet Treated media types.
 - In Base configuration, Small and Medium drop may be used in High-Speed Mode
 - In Color Accelerator configuration, Small, Medium, Large and Max drop may be used in High-Speed Mode
- Specialty Mode (Optimize for Specialty Media) – Print speed for selected Coated media as defined by TSL. Available in Color Accelerator configuration only.
- Note: Any approved Offset Coated and Inkjet Coated media must be run at Standard Speed Mode or Specialty Mode. High-Speed Mode may not be used and does not apply for these coated media types.

Baltoro Productivity Base Config.	Standard Papers						Standard Mode				High Speed Mode				
							IPM		PPM		IPM		PPM		
Paper Dimensions Along Process Direction	Paper Name	LFF	SEF	Inches	mm	Notes	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	
7.00" -- 8.27" 178 mm -- 210 mm	7x10	X		7x10	178 x 254	Feeder Lower Tray / All Destinations	197	197	197	98	197	276	197	138	
	8x10	X		8x10	203 x 254										
	A4	X		8.27x11.69	210 x 297										
8.28" -- 8.50" 211 mm -- 216 mm	Letter	X		8.5x11	216 x 279	All Trays / All Destinations	197	192	197	96	197	271	197	135	
	Legal	X		8.5x14	216 x 356										
8.51" -- 9.02" 217 mm -- 229 mm	9x11	X		9x11	229 x 279	All Trays / All Destinations	182	175	182	87	182	252	182	126	
	C4	X		9x12.8	229 x 324										
9.03" -- 10.20" 230 mm -- 259 mm	ISO B4	X		9.84x13.9	250 x 353	All Trays / All Destinations	163	165	163	82	163	227	163	113	
	JIS B4	X		10.12x14.33	257 x 364										
10.21" -- 11.70" 260 mm -- 297 mm	Letter		X	8.5x11	216 x 279	All Trays / All Destinations	138	147	138	73	138	202	138	101	
	A4		X	8.27x11.69	210 x 297										
11.71" -- 14.33" 298 mm -- 364 mm	C4		X	9x12.8	229 x 324	All Trays / All Destinations	111	122	111	61	111	173	111	86	
	ISO B4		X	9.84x13.9	250 x 353										
	Legal		X	8.5x14	216 x 356										
	JIS B4		X	10.12x14.33	257 x 364										
Note: the following sizes are 2-up per side (two impressions per side)															
14.34" -- 17.01" 365 mm -- 432 mm	A3		X	11.69x16.54	297 x 420	All Trays / All Destinations	200	210	100	53	200	300	100	75	
	Ledger		X	11x17	279 x 432										
17.02" -- 18.12" 433 mm -- 460 mm	SRA3		X	12.6x17.7	320 x 450	All Trays / All Destinations	174	200	87	50	174	254	87	64	
	12x18		X	12x18	305 x 457										
	C3		X	12.8x18	324 x 458										
18.13" -- 20.50" 461 mm -- 520.7 mm	14.33x19.3		X	14.33x19.3	364 x 490	Stacker Offs et - Edge Registered	168	174	84	44	168	252	84	63	
	B3		X	13.90x19.68	353 x 500										
	14.33 x 20.5		X	14.33x20.5	364 x 520	Bypass / Top Tray Only									

Baltoro Productivity Color Accelerator Config.	Standard Papers						Standard Mode		Standard Mode		High Speed Mode		High Speed Mode		Specialty Mode		Specialty Mode	
							IPM		Mode PPM		IPM		PPM		IPM		Mode PPM	
Paper Dimensions Along Process Direction	Paper Name	LFF	SEF	Inches	mm	Notes	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex	Simplex	Duplex
7.00" -- 8.27" 178 mm -- 210 mm	7x10	X		7x10	178 x 254	Feeder Lower Tray / All Destinations	197	195	197	97	197	270	197	135	99	100	99	50
	8x10	X		8x10	203 x 254													
	A4	X		8.27x11.69	210 x 297													
8.28" -- 8.50" 211 mm -- 216 mm	Letter	X		8.5x11	216 x 279	All Trays / All Destinations	197	192	197	96	197	270	197	135	99	97	99	48
	Legal	X		8.5x14	216 x 356													
8.51" -- 9.02" 217 mm -- 229 mm	9x11	X		9x11	229 x 279	All Trays / All Destinations	182	181	182	90	182	255	182	127	91	90	91	44
	C4	X		9x12.8	229 x 324													
9.03" -- 10.20" 230 mm -- 259 mm	ISO B4	X		9.84x13.9	250 x 353	All Trays / All Destinations	163	165	163	82	163	226	163	113	81	83	81	41
	JIS B4	X		10.12x14.33	257 x 364													
10.21" -- 11.70" 260 mm -- 297 mm	Letter		X	8.5x11	216 x 279	All Trays / All Destinations	138	146	138	73	138	208	138	104	69	74	69	37
	A4		X	8.27x11.69	210 x 297													
11.71" -- 14.33" 298 mm -- 364 mm	C4		X	9x12.8	229 x 324	All Trays / All Destinations	111	122	111	61	111	165	111	82	56	60	56	30
	ISO B4		X	9.84x13.9	250 x 353													
	Legal		X	8.5x14	216 x 356													
	JIS B4		X	10.12x14.33	257 x 364													
Note: the following sizes are 2-up per side (two impressions per side)																		
14.34" -- 17.01" 365 mm -- 432 mm	A3		X	11.69x16.54	297 x 420	All Trays / All Destinations	202	212	101	53	202	300	101	75	100	106	50	26
	Ledger		X	11x17	279 x 432													
17.02" -- 18.12" 433 mm -- 460 mm	SRA3		X	12.6x17.7	320 x 450	All Trays / All Destinations	174	196	87	49	174	270	87	67	88	98	44	24
	12x18		X	12x18	305 x 457													
	C3		X	12.8x18	324 x 458													
18.13" -- 20.50" 461 mm -- 520.7 mm	14.33x19.3		X	14.33x19.3	364 x 490	Stacker Offs et - Edge Registered	168	172	84	43	168	240	84	60	84	88	42	22
	B3		X	13.90x19.68	353 x 500													
	14.33 x 20.5		X	14.33x20.5	364 x 520	Bypass / Top Tray Only												

Impact of System Updates

System updates may mean that previously printed jobs may not look the same when reprinted. This will be communicated in release documentation and may require you to engage your Xerox analyst to assist you in recalibrating any custom settings that you use. Xerox will attempt to minimize these impacts.

When considering new applications or media to print, testing the application is strongly recommended before transitioning to production.

Jam Clearance - Dryer

Access to the dryer(s) for jam clearance may be delayed to allow the dryer to stabilize to a lower temperature.

Paper and Media Support

The Xerox® Baltoro™ HF Inkjet Press prints on a wide range of plain (uncoated) papers, inkjet treated papers, offset coated papers, and special media. The Tested Substrate List (TSL) defines the specific papers that are supported, including weight range, sheet sizes, and coating types. The weight range specification for coated papers is defined by the approved media on the TSL. The TSL will also define if specific papers are only approved with Color Accelerator configuration, and if specific papers must be printed in Special Media Mode.

Upon delivery of the Baltoro, you will receive “Welcome Package” documentation that includes a URL at which you can access the latest TSL, which is updated and kept evergreen by Xerox. Please refer to the TSL at the website URL provided or on <https://www.xerox.com> for up to date information on papers that have been tested.

In general, Baltoro will perform more reliably with long grain paper.

Validation/Testing of Media

Any media that is not included on the TSL must be tested and validated by Xerox prior to use in production. Extremely lightweight stock (60 gsm) should be tested with the intended print application prior to use.

Heavier weight stocks (216 – 300 gsm) should be tested with intended print application prior to use. The ability to support stocks in this range will vary based on the physical characteristics of the media as well as attributes of the print application including ink coverage and sheet size.

Perforated papers, offset pre-printed shells, and carbonless may be accepted based on Xerox test results. It is required that all perforated papers, pre-printed forms, and carbonless papers be submitted for proper evaluation. If a perforated paper is approved on the TSL, it should still be tested with the intended print application.

Specifications/Concerns with Specific Papers

Lighter weight papers should be loaded in the paper tray with the grain parallel to the front and back of the paper tray to increase stiffness.

Due to tensile strength, lightweight papers are more likely than other papers to curl and jam in the Press.

Oversized lightweight sheets (e.g. 11x17, A3, or larger) are more prone to cockle and curl which may result in poor stack performance.

The minimum width (cross-process direction) of any approved stock is 8.27 inches (210 mm) and maximum width is 14.33 inches (364 mm). Avoid duplex printing stocks between 8.7 – 9.7 inches in the cross-process direction.

The minimum **length** of any approved stock is 7 inches (177.8 mm) and maximum length is 20.5 inches (520.7 mm) in the process direction. Note: lengths longer than 19.7 inches (500 mm) cannot run to the stacker and must run to top tray or through bypass to a third-party finishing device.

Lightweight Papers and Lightweight Media Kit

Coated stocks ♦ 105 gsm require the Stacker Lightweight Media Kit. The Tested Substrate List will specify if

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Lightweight Media Kit is required for other paper weights or types.

Operator must be familiar with all three decurlers, and the operator may need to use Face-up or Face-down imposition settings from the DFE menu to enable reliable stacking.

Jobs with high ink coverage on lightweight coated stocks may require unprinted border on all four edges of the sheet. This border may be necessary in order to minimize paper curl and promote stack quality. The Press will not automatically enforce this border, so the design of files and selection of paper size should accommodate this requirement. Jobs with high ink coverage should be tested to ensure ability to print reliably.

If there is slight curl in the unprinted paper out of the ream, load the paper curl down in the Feeder tray.

Coated Papers and Speed Modes (Color Accelerator Only)

The full range of supported coated papers may be printed in Optimize For Color Rendering Mode (Standard Mode), and with all available drop sizes (Small, Medium, Large, Max). If a specific coated paper requires the use of Specialty Media Mode, this requirement will be noted on the Tested Substrate List.

Depending on the amount and type of ink coverage, specific jobs on 80# Cover / 200 gsm papers and heavier may not be supported in Standard Mode. If offsetting is observed when printing a specific job in Standard Mode, there are four remedies for production of that job:

1. Ensure that a coated paper color profile is being used to print the job, and not a profile designed for uncoated or inkjet treated media.
2. If printing the job with a color profile that uses direct CMYK, switch to a color-managed profile, e.g. "GRACOL 2006."
3. If printing using Max drop size, change to Large, Medium, or Small drop size. If printing using Large drop size, change to Medium or small.
4. If incomplete drying is still observed, the job must be printed in Specialty Media Mode. Print speeds for Specialty Media Mode are noted in the productivity charts earlier in this document. Note that, if this is the case, it is due to the specific properties of the job and a service call is not recommended.

The specific papers that are supported at High Speed Mode, as well as any recommendations for drop size (Small, Medium, Large, Max), are identified on the Tested Substrate List.

Depending on the amount and type of ink coverage, specific jobs may not be supported in High Speed Mode, even on an approved paper. If offsetting is observed when printing a specific job on coated paper in High Speed Mode, remedies 1-3 described above should be followed. If incomplete drying is still observed, the job must be printed in Optimize for Color Rendering Mode (Standard Mode).

Tabs

Paper based tabs are supported, with the following specifications:

- Tabs must be approved on the TSL.
- Printing is supported on both the body (face) of the tab sheet, and on the tab element itself.
- To enable proper printing on the tab element, a dc720 setup routine must be run for each tab stock. This routine uses the IIM to measure and record a rectangular tab region and the tab sequence. When printing on tab stock, the IIM checks the position of the tabs against the expected location, and a fault will occur if they don't match.
- The 3mm border erase applies to all edges of the tab stock, including the edges of the tab element.
- If the dc720 setup is not run for the specific tab stock, then the actual printable area for the tab stock is the overall tab stock envelope truncated by the tab width, and also truncated by the 3mm border erase on all edges. In this case, the tab width is defined as NVM60728.

- Tab stock should always be loaded in tray such that the tab elements are on the trailing edge as it passes through the feeder module.
- Printing on tab stock is enabled in both simplex and duplex modes.

Pre-Drilled or Punched Papers

Pre-drilled paper is supported with the specifications shown below. In general, if a specific paper is approved on the TSL, then a pre-drilled version of that paper is approved.

- Supported pre-drilled or pre-punched stocks include 3-hole Letter and 2-hole or 4-hole A4 papers.
- Papers with other hole patterns, such as multi-hole punched paper for coil bound or spiral bound applications, must be tested for runnability, and may not be supported.
- Drilled stock should always be loaded in tray such that the holes are on the leading edge of the sheet as it passes through the feeder module
- Because there is no hole validation check, no printing or jetting will be permitted on, or near the holes. The System designates the drill zone as an erase zone (no marking or jetting), during both the simplex and duplex printing process. The drill zone is independent of the 3mm border erase feature.
- Printing on drilled stock is only allowable within the body region of the stock. The actual imaging area for drilled stock is the overall drilled stock envelope truncated by the erase zone, or the larger of either the drill zone width or the border erase on the edge with the holes.
- Printing on drilled stock is available in simplex and duplex mode.

Pre-printed Forms

Offset pre-printed shells (forms) are supported but must be on an approved media from the TSL. Additionally, before use in production, the offset pre-printed shell should be tested. Depending on its location, a logo or other pre-printed image on the form may interfere with the System's paper path sensors. A pre-printed shell may need to be loaded in a particular orientation or the operator may need to bypass a machine fault to enable the form to be used.

Unsupported Media

The Baltoro System does not support the following specialty media types: envelopes, windowed stocks, reinforced, transparencies, Mylar, digitally pre-printed shells (toner based) or adhesives backed labels.

Stock Library

The Stock Library is maintained at the Press's User Interface. The Stock Library shortcut button opens a window for operators to view all stocks and media defined for use on the System. From this window, it is possible to add, delete, and generally manage all stocks and media for use on the System. This library makes it easy to set up all stocks that are planned for use so operators can quickly select them when needed for a print run.

The TSL is the source of record for all stocks recommended for use with this press.

Use of Unqualified Media and Custom Cut Media

Usage of unqualified or non-recommended media that is found to cause damage to the device, increased maintenance, and/or increased service costs, is not covered under your FSMA or maintenance agreement. Media usage can be managed by moving to a comparable paper with better performance from our TSL and if you have

any questions or need a recommendation from the TSL, please consult with your Xerox analyst; otherwise, continued use could result in billable Xerox service activity at current Time & Material rates.

Image registration, image quality, and machine reliability can be adversely affected when custom-cut paper is inaccurately cut, or is of poor quality, or when loose paper fibers are present on the cut edges. Your use of custom-cut paper that is found to cause damage to the device, increased maintenance, and/or increased service costs, is not covered under your FSMA or maintenance agreement. Any device performance problems caused by the use of such paper, if repairable, could result in billable Xerox service activity at current Time & Material rates.

Paper Storage and Handling

The best produced paper can be rendered useless if it is not properly packaged, shipped, and stored. Proper care should be used to protect all paper stocks from moisture, contamination, and physical damage.

Paper should be stored on pallets, shelves or in cabinets. If cartons or individual reams are to be stacked, proper care in handling is necessary to avoid damages to edges and corners.

The optimal storage location should be environmentally controlled and void of extremes in temperature and humidity. Avoid opening ream-wrapped papers until it is ready to be loaded into the press.

Image Quality

This section provides information on the System's performance with respect to print quality; however, you should use the print samples provided and the output from the testing of your own applications to validate for yourself that Baltoro HF System will meet your expectations in this area.

In addition, the best results will be obtained when pieces are designed with the capabilities of the System in mind.

Critical Aspects of Image Quality

Drop Sizes

There are four drop size modes, or ink use modes, optimized to enable the operator to make the best cost/quality for the application being printed:

- Small** – Optimized for reasonable IQ with aggressive ink savings
- Medium** – Default optimized for best IQ with conservative ink usage
- Large** – Best for good color gamut with reasonable ink usage
- Maximum** – Maximizes color gamut

Drop sizes should be used along with profile ink limit to optimize the ink usage for any given image quality needed. The drop sizes will affect both the text and the graphics and images, whereas the ink limit will only affect the graphics and images and will have no effect on black text. The defaults ink limits for each of the four drop sizes have been set up to produce a wide variety of ink usage and thereby color gamut. The largest drop size will use the most ink and have the widest gamut. The smallest drop size will use the least amount of ink and will have the smallest gamut.

All drop sizes may not be supported on a specific paper type. Refer to the TSL for any drop size limitations that may apply to specific papers. Key specifications for drop size usage include:

- In the Base Configuration, approved coated papers can use Small and Medium drop sizes only.
- With the Color Accelerator configuration, coated papers can use all drop sizes unless otherwise specified on the TSL.

- If the speed license is enabled, when printing uncoated or inkjet treated papers in High Speed Mode, jobs can be run with Small and Medium drop sizes only.

Color Rendering

The Xerox HF Inks have been designed to work best with inkjet treated and coated stocks. Uncoated media without an inkjet treatment may not be as vibrant as uncoated inkjet treated media. There are default profiles for each of the four drop sizes for inkjet treated and uncoated stocks. The best color rendering for these types of media can be achieved by building a custom destination profile with the intended paper and the drop size and ink limit combination desired. Because the ink/media interactions are very critical for coated stocks, custom destination profiles for coated stocks must be created for each coated media. Custom destination profiles can easily be created from the FreeFlow Print Server and use the Inline Spectrophotometer to optimize the color rendering for the media.

Patented Multibit Vector Half-toning algorithms take full advantage of print head 1200 dpi resolution and bit depth to provide step-free sweeps and vignettes. Ink Density Optimization using the Integrated Imaging Module (IIM) can be run on any media to automatically adjust each page for optimum uniformity.

Artifacts Near Sheet Edges

Image Quality artifacts (such as blurring of images, lines, or text) may be more noticeable within 10 mm of any sheet edge (Lead, Trail, Inboard, or Outboard). Jobs that contain text, images, or lines within 10 mm of a sheet edge should be tested to confirm that image quality meets the requirement of the job. These artifacts can be improved by moving critical text or images further in from edges or by using oversized sheets which are cut to finished size.

Lines Quality

The System can print solid lines down to 0.12 points and is able to maintain the relative differences in point size widths for lines as narrow as 0.24 and 0.36 points.

Text Quality

Black text quality is excellent for sizes as low as 4 point. Color text and text reversed out of tints will hold good edge quality down to 6 point. The System does not require the addition of cyan or other colorants to black to achieve a good black. However, it is an available option which in some cases can increase the text density.

Missing Jet Detection and Correction

The Baltoro System can automatically compensate for missing jets during print runs. Missing jet detection is automatically performed by the Press, using the IIM, which scans a test pattern that is printed at a user-defined frequency, e.g. every 250 sheets. If the IIM detects missing jet(s), the System will compensate for them, without the need for any manual intervention by an operator. There can be a delay between detection and when compensation is applied, based on processing time.

Missing jet correction utilizes adjacent jets to “mask” the missing jet until a purge can be completed and the missing jet can be restored. Missing jet correction will be applied at all levels (Small, Medium, Large, and Max).

Missing jet correction may be less effective when printing higher density images at the larger drop sizes (e.g. Large and Max). This is because there are fewer opportunities for an adjacent jet to be used for compensation, since most of the jets are being utilized to produce the high-density image. For these and other quality-sensitive jobs, it is advised that an operator periodically perform quality checks to visually inspect during a Press run. Missing jet correction may also be less effective on gloss coated papers. There may be circumstances when the missing jet correction routine is ineffective, and a purge is required.

Baltoro provides operator accessible setpoints for missing jet notification. Key features of this capability include:

- The System will raise an alert to the operator when the number of missing jets or number of adjacent missing jets exceeds a threshold.
- This threshold varies by color due to differences in visibility or severity of a missing jet for each color.
- The default value for these thresholds is set to a level at which missing or adjacent missing jets may cause objectionable print defects.
- These thresholds maybe lowered by the operator for a job with high sensitivity to missing jets or raised by the operator for higher system productivity when there is less sensitivity to missing jets.
- The operator may choose to have the press automatically stop printing a job when this alert is raised or may allow the Press to continue to run while monitoring missing jet counts measured at each correction interval.

It is expected that some missing jets may be present and uncorrected at startup and will accumulate in between correction intervals (i.e. when the System checks for missing jets).

Color Uniformity – Print Head Overlap Zone

Color uniformity may vary across each printhead of each color. Non uniformity is most severe when running consistent, repeated pages of high ink coverage. If this occurs, the artifact is most noticeable in areas where printheads overlap, approximately 4.5 inches (114 mm) from the inboard and outboard edges of the imageable area. To minimize severity, the use of automated Run Time Density Optimization option during printing at the lowest possible interval is recommended.

Other Artifacts

As with any printing process, artifacts will occur on the System. These include streaks, missing jets, corduroy, banding, graininess, spots, and deletions. For most jobs and clients, the expected level of artifacts is within the normal operational and component quality ranges of the System and will not affect the acceptability of the job. Maintenance procedures including purging are available to mitigate these artifacts. Random artifacts will occur, but at much lower rates than other color printing technologies. Artifact-sensitive jobs should be monitored. Using products on the Tested Substrate List and maintaining your environment will also help to minimize the occurrence of these artifacts. Coated stocks may exhibit higher level of graininess; severity of graininess would depend on factors such as characteristics of the coating and paper weight.

Trapping

The System allows you to be flexible and have full control of trapping. In some cases, trapping will be required due to the precise nature in which the edges of the objects are rendered. Trapping is provided at the Freeflow Print Server front end with parameters optimized for System characteristics.

Proofing

Color rendering technology offers the ability to control the tradeoff between color gamut and amount of ink used for any job. Press proofing is recommended as providing the best match to production. The System is not designed or recommended as a proofer for any other presses. Ensuring consistent RIP parameters and following the prescribed maintenance procedures including calibration will enable the closest match to the proof.

Profiling

For Inkjet Treated and Uncoated media, you can select from predefined profiles or create custom profiles. For all coated papers, ink coverage and ink limits are critical factors in ensuring both overall Image Quality and ink drying. Therefore, for validated coated papers, the TSL will specify drop size recommendations for each media.

There are default profiles for each of the four selectable drop sizes (Small, Medium, Large and Max) for both inkjet treated and untreated plain papers. These profiles have been developed to work well with a variety of papers in each of these two paper categories. The ink limits for each of these profiles has been optimized to provide easy

selection for production operators who may not have the advanced skills needed for sophisticated color management. The operator has only to select a predefined profile for a job to set the quality and cost for each print run. In general, the larger the drop size selected, the more vibrant the print but the more ink will be used.

The chart below shows the options from low cost to high quality:

Paper Category for Coating	Average Maximum Ink Drop Size
Uncoated	Small
	Medium
	Large
	Max
Inkjet Treated	Small
	Medium
	Large
	Max
Coated	Small
	Medium
	Large *
	Max *



Lower Cost

To control cost and quality, there are eight default destination profiles that an operator can easily select on the print server Color Management screen — four for Untreated paper and four for Treated paper. Each selection delivers a different level of cost and quality.

Higher Quality

* For Coated media, Large and Max drop are only available with the optional Color Accelerator.

Because papers can differ widely, customers may want to create custom profiles to achieve a certain look on a particular paper that is different from what the standard defaults provide. This is done by creating a new destination profile with the ILS. This is done directly from the FreeFlow® UI. There are three easy steps to follow:

1. Select the stock.
2. Select one of four possible settings for drop sizes: Small, Medium, Large, and Max.
3. Select the ink limit.

The default ink limit is the same as the ink limits in the default profiles for the paper and drop size selected. The ink limit can be adjusted higher (for more vibrancy) or lower (for cost savings). For a given paper type and drop size, the System will impose the maximum ink limit that can be selected. This is to avoid possible paper path

contamination because of too much ink being used. The maximum ink limit varies by paper type, e.g. uncoated or inkjet treated. Therefore, it is extremely important that the appropriate paper type is entered when adding a stock, and that the press interface GUI indicates the correct paper type. For example, if the operator does not enter the correct paper type and applies an ink limit designed for an untreated paper to what is actually a treated paper, too much ink will be applied and paper path contamination could result.

For coated media: the default ink limits for creating custom profiles are set up to mirror the settings of uncoated. The operator has the flexibility to adjust both drop size and ink limit to achieve desired image quality and the IQ / cost tradeoff.

Because paper coatings can have a significant effect on Image Quality, there are no default profiles for coated stocks. The operator should create a custom destination profile on the specific TSL recommended media they wish to print on. As with the uncoated and inkjet treated stocks, the default ink limits for each drop are designed to enable the operator to make the best cost/quality tradeoff for their application by selecting the appropriate drop size with its default ink limit.

FreeFlow® Print Server (FFPS)

FreeFlow® Print Server (“FFPS”) works as the Digital Front End for the Baltoro System, rasterizing incoming files and providing a number of other critical functions for print processing. The print server:

- Receives print jobs from various sources-over the network or directly at the server
- Organizes the jobs into queues for efficient processing
- Interprets incoming print files and converts them into a raster format so that the print engine can process them
- Applies printing parameters to each job
- Allows the operator to manage jobs (Set IQ parameters, change Job Properties, and Hold and Release)
- Allows the operator to manage color processing and image quality for jobs and queues

FreeFlow® Print Server handles a wide range of network connections and data streams. Since this print server supports most Xerox printers, it offers customers a common workflow and a common UI for all document production.

This server also integrates with FreeFlow® Core, a suite of workflow applications that can connect the Xerox Cut Sheet Inkjet System to a customer’s entire operation with a host of automated solutions. With FreeFlow® Core, customers can implement a more efficient print manufacturing process with more exciting revenue opportunities and fewer unnecessary costs. Xerox FreeFlow® Core is a total solution for automated print production, including JDF/JMF connectivity to external systems, as well as workflows for conversion, preflight, image enhancement, imposition, and print job web submissions. For more information about FreeFlow® Core, see <https://www.xerox.com>.

Version 24 of FreeFlow® Print Server supports the Press. This version features hardware enhancements with a faster CPU, and more memory. In addition, the Web UI provides remote access from any Windows PC or Mac with a specified web browser.

The total time consumed to print a variable data job will vary as a function of variable coverage and element demographics (size and percentage of variable text vs. images/graphics). Overall, System performance is dependent upon many factors, including the variable data application and workflow, network environment, image quality settings, and RIP and print rates. Under certain circumstances, use of large, high-resolution images printed

page-to-page in variable data applications will degrade RIP performance, in some cases to a degree which may affect System throughout.

Freeflow® Print Server Specifications

Hardware Item	Specification / Note
Server	Dell PowerEdge T640 server
Processors	2 x Intel Xeon Gold 6126, 2.6GHZ, 19.25M, 125W, 12C/24T
Platform OS	Windows 10
System Memory	64 GB (8 x 8GB 2666MT/s DDR4 SDRAM)
Hard Drive	6 x 1.2TB 10K RPM SAS 12Gbps, 512n
CD Drive	One (1) DVD+/-RW, SATA Drive, Slimline
Access	DELL USB Keyboard, mouse, and flat panel monitor
Removable Hard Drive	Optional
Stand (Caster Kit)	Optional

Web UI Browser Requirements

To access the print server remotely, a PC (Windows 7 or higher) or Apple Mac computer can be used, with one of the following web browsers set forth below. No other software is required.

- Internet Explorer 10 or higher
- Firefox 37 or higher
- Chrome 42 or higher
- Safari 7 or higher

Adobe PDF Print Engine

The FreeFlow® Print Server version 24.0 incorporates Adobe PDF Print Engine version 4.4 as a standard licensed feature. Adobe PDF Print Engine provides true native rendering of PDF files, using common rendering with the Adobe Creative Suite. This technology ensures output matches the creative vision, including effects such as live transparency, blending modes and drop shadows. The integration of Adobe PDF Print Engine also takes advantage of the unique strengths of FreeFlow® Print Server, including color profile and spot color table accuracy and the high performance of the Parallel RIP.

The rendering engine in FFPS 24.0 uses APPE for all data streams including legacy PDF jobs with overprint and black overprint. The Adobe PDF Print Engine path can result in visual output and performance differences based on job characteristics. The FreeFlow® Print Server uses the Adobe PDF Print Engine for PDF processing, the queue can continue to accept and process jobs in other traditional formats such as PostScript and VIPP. It is required that key applications be tested through the file test group to evaluate quality and performance prior to implementing.

Licenses

The Xerox FreeFlow® Print Server has the licensable features set forth below. These features may come standard or have an associated price depending on your geographical region. A service technician will activate your selections by supplying the license string, expiration date, and print engine serial number.

- Server – Base application
- CID Fonts (not available in all geographies)
- AppleTalk Gateway (not available in all geographies)
- VIPP* (i.e., VI Compose)
- Preflight
- Adobe Native PDF Decomposer
- IPDS
- LCDS

* The VIPP® features require a license and have fees associated with it. A demonstration version of VI Compose software is included with the base System. This version without a license will function in demonstration mode with full functionality, allowing customers to submit and print VIPP jobs. Only the first 200 pages of any VIPP job will print. To remove this page limitation, the VIPP License Feature needs to be enabled.

Supported Print File Formats

The print server supports the following file formats:

- PDF up to version 1.8 (Acrobat 9); including PDF/VT-1, PDF/X-1a, PDF/X-3, and PDF/X-4
- IPDS
- Postscript level 1, 2, and 3
- JPEG
- TIFF v6.0, native and multi-page, TIFF-IT is not supported
- PPML
- VI Compose (Optional) – AKA VIPP
- LCDS *

* Highlight Color LCDS is not supported by Baltoro. If printing Highlight Color LCDS files on Baltoro, output will be black only and will not reproduce the requested color. To achieve full color output from a Highlight Color LCDS application, a transform or converter may be required.

The following print file formats are not supported natively and require conversion:

- ASCII
- PCL

Running Antivirus Software

If a customer decides to install an anti-virus product on its FreeFlow® Print Server, the customer is responsible for maintaining updates to the product. If System reliability and performance issues are subsequently reported, Xerox, before attempting to diagnose or troubleshoot the problem, will request the product be removed and the problem be replicated.

The following antivirus software can be installed on FreeFlow® Print Server and has been validated by Xerox:

- Symantec™ Endpoint Protection 12.1.5
- McAfee Complete Endpoint Protection—Enterprise

Note: Only Virus and Spyware protection should be enabled with these products. Firewall and other tools should not be used with FreeFlow® Print Server.

Security

You are responsible for assessing the security risk for their environment and defining appropriate mitigation that may include changes to the default settings of the Xerox equipment or standard operating processes. Xerox understands the importance of maintaining a secure network environment and recommends that customers change the default “built-in” passwords and modify the security-related configuration options to satisfy their site-specific security requirements upon completion of System installation. Xerox is committed to helping the customer keep the print server secure and compliant with the latest security requirements. This is managed via a Security Audit Process.

For more guidance on implementing security, see <http://www.xerox.com/security>

Xerox monitors alerts announcing new security vulnerabilities. These alerts are evaluated for impacts to the System and software. All patches applicable to the print server products are prioritized based on severity, System tested, and integrated into SPAR releases.

Xerox's Technical Service organization will install SPAR updates on your FreeFlow® Print Server. Please contact your support Analyst or the Xerox Welcome Center for information on the applicability and availability of security patches. The System cannot be patched or upgraded while operating/printing.

Disposal of Hard Drives

Some IT communities may request information on the handling of hard drives when equipment is returned to Xerox. They may also ask for a Statement of Volatility (SOV) or a Letter of Volatility (LOV). These documents are available for both the FreeFlow® Print Server and the Print Engine. Contact your Xerox analyst or sales representative for further details.

In the event of hard drive failure, or a return of the printing System to Xerox, the customer is responsible for assessing the risk of "sensitive data" having been captured by the FreeFlow® Print Server and Print Engine hard drives. Sensitive data includes Personal Health Information (PHI), Personally Identifiable Information (PII), and Payment Card Information (PCI). If you have any concerns about exposing such data outside your secure environment, contact your Xerox analyst or sales representative and inquire about the hard drive removal service offering.

Windows Utilities

Proxy Setup – FreeFlow® Print Server proxy setup can be configured through Windows Internet options under Control Panel.

Network Setup for CFA – A Web proxy support in Windows based FreeFlow® Print Server system to push the CFA data from PSIP System to the Xerox servers. An Apache HTTP server is used as Web proxy server in the FreeFlow® Print Server system. Apache HTTP server is deployed in FreeFlow® Print Server system as a Windows service to forward the proxy request from PSIP to Xerox Network.

Network Settings – FreeFlow® Print Server Network setting can be configured through Windows Network and Sharing Center.

FreeFlow® Print Server Local and Remote UI

FreeFlow® Print Server version 24.0 has an all new web-based U I. The UI runs in Microsoft Internet Explorer (IE) on the local machine with the browser controls hidden. The Web UI is compatible with IE 10.0, Chrome, and Firefox. The UI can be accessed remotely using any of these browsers without requiring any additional software to be loaded on the remote machine. The UI is accessible from smart phones and tablets as well, but the full functionality may be limited.

Xerox FreeFlow® Workflow Solutions

A variety of workflow solutions software is available from Xerox, enabling capabilities such as Web to Print, Prepress, Job Management and Variable Data Publishing. Examples of these workflow software products include, but are not limited to, the following. For additional information, please refer to Xerox.com.

Web to Print

- o XMPie® StoreFlow™

Prepress / Output/Job Management

- o FreeFlow® Core
- o FreeFlow® Makeready
- o FreeFlow® Output Manager™

Variable Data

- o FreeFlow® Variable Information Suite
- o Compant DocuBridge™ Suite
- o GMC Inspire™
- o Solimar Post-Composition Document Re-Engineering Solutions

Other Xerox and 3rd Party Solutions

Many other Xerox (e.g., XPAF) and third-party software solutions are also available for use with the Baltoro System that can be obtained via ‘The Xerox Connection’. These solutions enable functionality such as Device Management, Cost Control/Accounting, Output/Job Management, Variable Data, Web to Print, Host Connectivity, etc. For more information, please contact your sales representative regarding solutions and pricing available from The Xerox Connection.

Consumables

Xerox supplies are engineered specifically for use in the Baltoro System and provide the highest image quality, maximum machine productivity and efficiency. The quantity delivered with the press, the recommended initial order quantity, and yield estimates are shown in the table below.

Order Number	Description	Starter Quantity	Recommended Order Quantity	Life Expectancy	Comments
008R13256	Black Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13257	Cyan Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13258	Magenta Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13259	Yellow Aqueous Ink	1	5	200,000 images per bottle	Two 5L bottles per pack (10L total) Ink yield may vary
008R13255	Aqueous Wiper Fluid	1	2	200,000 images per bottle	One 10L bottles per pack (10L total) Fluid yield may vary

Order Number	Description	Starter Quantity	Recommended Order Quantity	Life Expectancy	Comments
008R13260	Waste Bottle	2	None	n/a	Empty Wiper Fluid bottles can be used as waste bottles
003R11543	11" x 17" Xerox Bold	1	None	500 sheets	003R11543
003R11540	8.5" x 11" Xerox Bold	1	None	500 sheets	003R11540
003R11542	8.5" x 14" ColorXPR+	1	None	500 sheets	003R11542
502S11633	Flushing Fluid	1	None	6 months estimated supply	1L bottle (Replenished by Xerox Service)
600T00563	Safety Goggles	1	None	n/a	Customer may procure on their own from a retailer when needed
099P3228 (M)) 099P3229 (L)	Nitrile Gloves	1 box of 100 1 box of 100	None	n/a	Customer may procure on their own from a retailer when needed

Life Expectancy (ink yield) will vary based on area coverage, drop size, profile, and purge frequency. Initial supply order recommendations equate to roughly two months' inventory when printing documents with approximately 30% total area coverage, with Medium profile and default ink limit in a 1x5 operation producing 1M impressions per month. Higher print volumes will require additional levels of inventory.



To ensure proper performance, Baltoro HF Ink must be stored unopened, protected from direct sunlight, and at temperatures between -10°C to +40°C (+15°F to +104°F).

Baltoro HF Ink has a shelf life and expiration date. Do not use ink that has expired as this may damage the print heads. Ink must be used within 18 months of the manufacturing date. This date may be found as the Lot number, in the format YYMMDD, on the ink bottle label and/or the outer shipping box. An example ink bottle label is shown at left, in which the Lot number of 200414 corresponds to manufacturing date of April 4, 2020.

To order ink, aqueous wiper fluid, or waste bottles, call the Xerox Supply Center or order on-line from Xerox.com.

Safety goggles and nitrile gloves can be purchased by Xerox's U.S. and Canadian customers through Xerox by calling 1-800-828-5881. All other customers can purchase them by contacting their local Xerox service representative.

Empty Aqueous Wiper Fluid bottles can be repurposed as Waste Bottles when they are empty. Removing the Wiper Fluid label will expose a waste label underneath. However, since Waste Bottles are likely to fill at a faster rate than Wiper Fluid bottles are consumed, spare Waste Ink bottles should be ordered and kept on hand.

It is not necessary to order flushing fluid, as this will be replenished by your Xerox service representative.

The paper noted above is an initial supply shipped with the Baltoro System and is not replenished by, or reordered through, Xerox.

Safety Considerations for the Ink

Xerox will deliver to you certain Safety Data Sheets (SDS) required under the Occupational Safety and Health Administration Hazard Communication Standard in electronic form (via email, pdf file, CD, or such other electronic form), which you consent to such electronic delivery via your signature on this CED. At any time, you may withdraw your consent for electronic delivery of the SDS by notifying your Xerox account representative and allowing reasonable time for Xerox to process this withdrawal. In addition to printing a paper copy of the electronically-provided SDS, you can also download the latest SDS from <https://safetysheets.business.xerox.com>, or request a paper copy of the SDS be mailed to you by contacting your Xerox account representative. Or, US and Canadian customers can call Customer Service at 1-800-ASK-XEROX.

Disposal Process

The Baltoro Press uses aqueous inks that are not regulated as hazardous waste in the United States under 40CFR261 or in the EU according to the Directive 2008/98/EC of the European Parliament and of the Council of 19 November 2008 on waste and repealing certain Directives (as amended - including by Directive (EU) 2018/851); European Waste Catalogue code 08 03 13. Please consult with your local waste disposal authorities for additional information.

Customer Expectations Agreement

Prior to signing an order or agreement for a Baltoro System, a review of the Xerox® Baltoro™ HF Inkjet Press CED is required. This document lets you know what to expect in terms of product features and product performance, as well as what Xerox expects of you. It is used in conjunction with the agreement under which you are acquiring the System from Xerox.

1. I have reviewed and understand capabilities and considerations of product operation.
2. I understand the expectations for System availability and productivity.
3. I have viewed a representative output sample from the Baltoro HF System and the print quality is acceptable for the needs of my organization.
4. I understand that my organization is responsible for the following activities identified in the Customer Expectations Document. Note that as part of the structural inspection process, Xerox **strongly recommends** that customer retain a structural engineer to inspect and approve the site:
 - a. Ensuring provision of space and siting for the System that meets Xerox requirements, including environmental controls and the completion and execution of the HVAC Inspection Certification and Site Checkout Proforma document included in the IPG.
 - b. Completion and execution of the Floor Loading Certification and Authorization for Delivery document included in the IPG.
5. I have installed / plan to install dedicated, grounded electrical supply.
6. I agree to provide a connection to the Internet to enable remote support services.

We appreciate your time in reviewing this document and would like to welcome you as an important customer of Xerox® Baltoro™ HF Inkjet Press.

Xerox Confidential, Do Not Distribute

I have reviewed and acknowledge agreement with this document:

Date _____

Customer

Xerox Sales Representative

Xerox Field Manager Technical Support

ATTACHMENT E13 VALUE ADD.

Xerox ConnectKey® Apps

Xerox ConnectKey® Technology enables your printer or MFP to become a well-connected, simple-to-use, smart workplace assistant, with our easy-to-use apps. The Xerox App Gallery is your gateway to a growing collection of easily downloadable and installable apps designed to transform the way you handle documents and data. Simplify those time-consuming, repetitive, or complex processes by extending your printer’s capabilities in unexpected ways.

The Xerox App Gallery is the industry’s most flexible productivity functions and apps, as recognized by Buyers Lab Inc. who awarded us their 2020 Pick award for Outstanding MFP App Ecosystem, thanks to:

- Industry-leading selection of apps from both Xerox and partners.
- Robust partner-developer program that encourages a steady stream of useful apps for customers.
- App Studio component that lets partners quickly and easily create custom apps for clients.
- Workflow Central – a personal workflow tool.
- Workflow Central provides State of Oklahoma colleagues a versatile suite of applications that bring the power to overcome everyday challenges to all your devices — from any PC, mobile device, and Xerox Multifunction Printer (MFP). It takes the hassle out of converting files into usable, actionable formats with seamless, secure, 24/7 access from anywhere.
- Different languages, file types, or lack of time don’t have to slow you down. Now, your teams can always have the right tools for the job with an ever-expanding suite of cloud-based, single, and multi-step combination workflows that are ready to work hard, anytime, anywhere. Transform physical and digital files instantly and enjoy one-platform consistency for seamless productivity.

With security at every level, our Workflow Central Platform is hosted on secure Microsoft Azure global infrastructure, with documents encrypted at rest and in motion.

Workflow Central Platform supports a growing set of workflows and capabilities, including:

<p>Handwriting to Text</p> <p>Turn notes into legible, editable, and shareable digital files that you can act on.</p> 	<p>Convert to MS Office</p> <p>Upload and convert to a Microsoft editable format (.doc, .ppt, .xls). Save time, save money, save steps.</p> 
<p>Convert to Audio</p> <p>Convert image files for easy consumption anywhere. Consuming critical content (reports, proposals, trends emails, etc.) is as easy as listening to a podcast.</p> 	<p>Translate</p> <p>Translate digital documents, image files and hard copy documents quickly and easily, without needing to send out to an expensive service company and wait for days. Save money and time and get communications out in a timely manner.</p> 
<p>Redact</p> <p>Users can set search criteria (word, name, number & phrase) to automatically redact any digital document.</p> 	

Xerox Document Scanners

Xerox offers a wide array of single function scanners from personal and mobile, work group and departmental to production scanning solutions.

About CareAR

CareAR™ is an augmented reality visual support platform that helps organizations digitally transform their support experience with game-changing augmented reality (AR) capabilities. CareAR enables teams to extend augmented reality as part of a seamless user experience within CX, Field Services, Facilities, and IT Services Teams.



CareAR enables service management teams anywhere to provide real-time visual AR assistance, guidance, and compliance for their on-site customers, field workers, and employees. Remote agents and experts can virtually see the situation and visually guide customers and field workers intuitively using a suite of augmented reality tools via desktop, mobile, or smart glass devices, as if they were there in person.

Additionally, CareAR’s end-to-end integrations, including a deep strategic partnership with ServiceNow, allow fulfillers to instantly capture content of images and recordings during the service session. The content is automatically saved in the CareAR secure cloud, enhancing knowledge transfer, and ensuring proof of work completion or compliance.

CareAR Solutions

<p>CareAR Assist Solution</p>	<p>CareAR Assist enables teams to extend augmented reality as part of a seamless user experience with customer service management, field service management, and IT service management.</p> <p>CareAR Assist enables service management teams anywhere, to provide real-time visual AR assistance, guidance, and compliance for their on-site customers, field workers, and employees. Remote agents and experts can virtually see the situation and visually guide customers and field workers intuitively using a suite of augmented reality tools via desktop, mobile, or smart glass devices, as if they were there in person.</p> <p>Additionally, CareAR Assist’s end-to-end integration allows fulfillers to instantly capture content of images and recordings during the service session. The content is automatically saved in the CareAR secure cloud, enhancing knowledge transfer, and ensuring proof of work completion or compliance.</p>
<p>CareAR Instruct</p>	<p>CareAR Instruct is an augmented reality-based visual support platform that engages customers and employees with visually immersive, step-by-step instructions. Anyone can use standard iOS and Android devices to overlay graphics and text-based guidance on live video, which has been captured by computer vision, to create a context-based experience for each session.</p> <p>CareAR Instruct is a knowledge transfer application that reduces self-solve errors. Users can scan a QR code to access the CareAR Instruct landing page where AR-based, step-by-step guidance will launch. Graphical indicators draw attention to “hotspot” locations where text guidance or video detail is presented when tapped.</p>
	<p>Hotspots and highlighted machine parts overlaid on live video remain anchored in place, even if the user moves the device.</p> <p>CareAR Instruct’s intelligent search function makes it easy to find and reveal information associated with the equipment. Step-by-step guidance is enhanced by holographic images that float over the video image of a machine part and can include prescribed motion—all of which can deliver confidence in the instructions being provided.</p>

CareAR Insight	<p>CareAR Insight gathers intelligence from multiple sources combined with AR to improve problem solving and users' knowledge. Field service workers make better decisions and resolve problems faster by allowing them to access rich contextual data about the asset being repaired, such as product details and service history. This information can also help to fill knowledge gaps and up-skill service teams. Information from connected devices, curated content, and digital documents is captured and overlaid in real time over live video, to help a user diagnose a problem, learn more about the asset being serviced, or solve a problem more efficiently.</p> <p>CareAR uses computer vision-driven object recognition combined with the aggregated data to prioritize which areas need attention first. Further insights can be derived from AI-powered machine learning to predict potential issues or future service needs, revealing a unique insight or diagnosis.</p> <ul style="list-style-type: none"> • Integrate with IoT-enabled Products: Tap into valuable insights output by connected products. • Receive Product Updates: Get real time health and status updates from connected product. • View Service History: Present relevant service management history for instant product context. • Display Warranty Status: Embed warranty information for improved customer experience. • Deliver Predictive Insights: Inform users of potential issues before they occur.
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CareAR Profile

Mission	<p>At CareAR, our mission is to make expertise accessible instantly for users through remote, live visual AR and AI interactions, instructions, and insights to sustainably drive game-changing operational efficiencies, improved customer outcomes, and unmatched experiences for service teams and field workers.</p>
Vision	<p>We are reinventing the service experience while delivering significant operational efficiencies and real business value. We envision a world where human intelligence and information are augmented with contextual data delivered on-demand across devices from desktop to drones to support any situation from the “chair to the air”.</p>
Experience	<p>We are an innovative team that really does Care. We have deep experience building enterprise augmented reality software platforms and solutions, delivering high quality customer outcomes and service experiences for enterprises across multiple industries. We have a proven track record of successful large-scale FSM AR deployments to drive service experience transformation at Xerox. CareAR is the only AR platform that's fully integrated across the entire ServiceNow platform.</p>
Awards / Accolades	<p>CareAR has been recognized as a leader and top innovator in enterprise augmented reality in 2022 by ABI Research.</p>

CareAR Value & Key Performance Indicators

People	<ul style="list-style-type: none"> • Increase Customer Satisfaction. <ul style="list-style-type: none"> – Improve customer experience by increasing user satisfaction, fixing problems faster the first time. – Improve Compliance. • Data loss avoidance and audit trail. <ul style="list-style-type: none"> – Automate data capture by integrating with ServiceNow and other backends. • Revolutionize how you deliver service. <ul style="list-style-type: none"> – Drive Operational Efficiencies. – Increase first touch resolution rates by avoiding handoff, empowering L1 and L2 agents to agent remote expertise. – Reduce/deflect service visits by improving remote solve over video and better part prediction. – Reduce cost/ticket by reducing time to resolve. – Reduce or deflect support calls by improving self-help. – Reduce downtime by conducting visual proactive inspection.
Planet	<ul style="list-style-type: none"> • Sustainability. <ul style="list-style-type: none"> – Reduce carbon footprint by reducing number of trucks and miles driven.
Profit	<ul style="list-style-type: none"> • New Revenue Streams. <ul style="list-style-type: none"> – Serve remote and dispersed areas previously out of reach.

Security and Privacy

Commitment to Security and Privacy	<p>At CareAR, we understand that your success is our success. Success is built on trust, that's why it's so important for us to be transparent about our commitment to personal data protection and privacy.</p> <p>To learn more visit CareAR Takes Security and Privacy Seriously.</p>
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State of Oklahoma Request for Proposal - Solicitation # EV00000190
ATTACHMENT E14 - Xerox App Gallery Enterprise Price List
5/22/2023

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

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

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

<p>Connect for DocuShare Go</p>	<p>With Xerox® Connect App for DocuShare® Go users can connect Xerox® ConnectKey® Technology-enabled multifunction printers directly and securely to their DocuShare® Go account.</p> <p>Using this app, you'll be able to quickly navigate to find files or folders allowing you to print or scan documents in just a few clicks. Utilizing the Intelligent Capture Recognition / Optical Character Recognition (ICR / OCR) of DocuShare® Go, scanned documents can be tagged with key metadata, even handwritten text can be recognized and tagged for easy retrieval automatically.</p> <p>Printing is secure, on-demand and from any location where the Connect App for DocuShare® Go has been installed, helping you to print only when and what is needed yet avoiding sensitive documents being left on output trays.</p> <p>Key App features</p> <ul style="list-style-type: none"> Directly connect ConnectKey enabled MFP securely to DocuShare® Go accounts. Easy navigation to find documents to print or folders to scan in to. Preview files before submitting for print or scan, helping to avoid wasted prints or incorrect scans being sent. Supports Single Sign On convenience authentication when paired with a supported authentication solution*. <p>Supported file formats for Print: Microsoft® Office, PDF, Apache™ OpenOffice™, TIFF, JPEG, PNG, GIF, TXT, RTF, EML, XPS, PS and PCL®</p> <p>Supported output file formats for Scan: PDF, PDF/A, XPS, TIFF, JPEG, DOCX, XLSX, PPTX</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>
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Connect for Dropbox	<p>Organizations and workers are leveraging the convenience of cloud storage services. The Xerox Connect for Dropbox™ app makes it safe and intuitive to digitize documents. With this app and your ConnectKey® enabled device, easily print from or scan to an individual or shared Dropbox™ account.</p> <p>Xerox Connect for Dropbox™ can:</p> <p>Use your company's Exchange credentials at login. Navigate your folder structure and then easily scan your hardcopy document. Quickly print one or multiple documents.</p> <p>This connector supports single sign on authentication when using a supported authentication solution*.</p>	\$10.00	\$3.50	65%	Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions
Scan to Cloud Email	<p>Xerox® Scan to Cloud Email</p> <p>A free app that provides a simple and secure alternative to multifunction printer (MFP) email capabilities. Easily install this app in minutes to scan hardcopy documents and send to one or multiple email addresses. A simple easy to use app that is made for your Xerox® ConnectKey® enabled device at home, or in the office.</p> <p>With Xerox Scan to Cloud Email, you can:</p> <p>Send to one or multiple email recipients. Save and edit up to 50 recipients within the app. Edit the name of your scan and add date and time with one touch. Easily add a reply address so your recipients know where to reply. Type an email message at the device user interface.</p>	Free	Free	n/a	Free
Clean Hands Reminder	<p>Need to remind yourself or others about the importance of washing hands? The "Clean Hands Reminder" screen saver style app is now available for most Xerox Printers and Multifunction devices. This simple and non-intrusive app reminds users of the importance of hygiene in the workplace. The app displays when the device is inactive. When the user touches any portion of the screen or button, the app exits to the home screen. This app is freely available and applicable to VersaLink, PrimeLink and most AltaLink models. The app will not work on Xerox i-Series or older. To maximize the benefit of the Clean Hands Reminder app ensure you have: 1. Set the app to be the default service on the device (example: Entry Screen Default, Walkup Screen Setting) 2. Set the user interface timeout to the minimum. (example: touch user interface system timeout, system timeout for the device control panel) 3. Set Energy Saver to the longest possible setting (example: Power Saver, Low Power Setting at 60 minutes) Please consult your device's specific user guide for specific details.</p>	Free	Free	n/a	Free

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

<p>Auto Copy</p>	<p>Would you like to automatically copy documents without interaction with the touch screen? The Xerox® Auto Copy App saves time by producing copies when you place your documents in the document feeder.</p> <p>With this app and a simple setting, the Xerox® Auto Copy App can be your default screen, making it easy to create copies.</p> <p>Auto Copy features:</p> <p>Set Auto Copy as the default screen, for repeated copying. Copying will start after 7 seconds of placing originals in document feeder.</p> <p>Authenticated users can customize personal copy defaults easily within the app.</p> <p>Please see the Quick Start Guide for further details in the support documentation below.</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>
<p>Quick Link</p>	<p>Every business is unique with a myriad of IT related requirements and processes. The Xerox® Quick Link App is self-support made simple. Easy to connect. Fast to print. With the Xerox® Quick Link App on your Xerox® ConnectKey® Technology enabled devices, you can quickly connect to your laptop, desktop computer or mobile device through a simple email or QR code scan.</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>
<p>Scan with Print</p>	<p>Maximize your productivity with Xerox® Scan with Print by combining common multi-function printing tasks into one, easy to use app. Simply save presets to perform multiple tasks in a single scan, such as scanning to a location and receiving a print simultaneously on a Xerox ConnectKey enabled device.</p> <p>Xerox® Scan with Print can speed up multi-step document processes with features like:</p> <p>Perform various processes once without having to scan multiple times.</p> <p>Scan your original document to a location and simultaneously receive a print.</p> <p>Choose single or multiple destinations: scan to email, SMB, and SFTP network locations.</p> <p>Split large documents by any number of pages with the job splitting feature.</p> <p>Save time with the Preset feature by storing the frequently used combination that works for you.</p> <p>Simple configuration: Once and then done, with no confusing settings or steps.</p> <p>Speed up document-centric processes and gain productivity with Xerox® Scan with Print app.</p> <p>Trial the Xerox Scan with Print app No Charge for 30 days. A subscription can be purchased via the subscribe button once the trial period ends.</p>	<p>\$5.00</p>	<p>\$3.50</p>	<p>30%</p>	<p>Fixed Service Charge per Single Device per month for agreed contract duration. Unlimited volume of allowable transactions</p>

<p>Summarizer</p>	<p>There is an immense amount of text and data generated in news articles, social media articles, blog posts, etc. Creating summaries can be extremely time-consuming, therefore the need to automatically summarize information is on the rise. Xerox® Summarizer App creates a summary of documents for viewing, printing, and emailing, right on a Xerox® ConnectKey® enabled device. With the help of artificial intelligence (AI), Xerox® Summarizer condenses dozens or even hundreds of pages by reducing the original scanned document to a percentage of the original or can create a short and concise interpretation of the source text. A quick and useful way to summarize textual data to reduce reading time, help with research, or identify the main idea of material for a relevant and fast uptake of information.</p> <p>With Xerox® Summarizer, you can:</p> <p>Easily preview your summary on the fly at the user interface. Email the result in PDF or Microsoft Word format. Print a copy of the summary right from the device. Summarize 2 different ways.</p>	<p>\$49.00</p>	<p>\$3.50</p>	<p>93%</p>	<p>Fixed service charge per single Device per month for agreed contract duration. Subscription Allowance: 100 credits per contracted license per month</p>
<p>Support Assistant 3.3</p>	<p>Help customers gain insight into open service and supplies incidents at the device UI. Users see simplified, friendly messages relating to open tickets in XSM, thereby reducing calls to operations teams. Supported scenarios include open and closed service incidents, as well as open, closed, monitoring, and shipped supplies incidents.</p> <p>Note: This application is only supported for Xerox Managed Print Services Accounts.</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>F</p>
<p>Xerox App Gallery</p>	<p>The Xerox App Gallery is your gateway to a growing collection of downloadable apps designed to transform the way you handle documents and data. Apps from the Xerox App Gallery simplify repetitive or complex processes and extend your printer's capabilities. With these easy-to-use apps, your Xerox® ConnectKey® Technology-enabled printer or MFP (multifunction printer) transforms into a well-connected, always-accessible workplace assistant. With this app, you have immediate access to a growing collection of apps right at the device.</p>	<p>Free</p>	<p>Free</p>	<p>n/a</p>	<p>Free</p>

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

Service and Supplies Pricing Worksheet

Group F

Vendor Name: Xerox Corporation

Value-Add Offering Scanners Service and Supplies Pricing

Pricing Item	Segment 1 (10-29)	Segment 1 (10-29)	Segment 2 (30-49)	Segment 2 (30-49)	Segment 2 (30-49)	Segment 2 (30-49)	Segment 3 (50-69)	Segment 3 (50-69)	Segment 4 (70-89)	Segment 4 (70-89)	Segment 4 (70-89)	Segment 5 (90-110)	Segment 5 (90-110)	Segment 6 (111-130)	Segment 6 (111-130)	Segment 6 (111-130)	Segment 7 (131+)	Segment 7 (131+)																																																									
Make	N/A	N/A	Documate	Documate	Documate	Documate	Documate	N/A	Documate	N/A	N/A	Documate	N/A	Documate	Documate	Documate	N/A	N/A																																																									
Model	N/A	N/A	DM 4830	DM 6440	D35	Duplex Combo Scanner	N60w	N/A	FD70	N/A	N/A	D70n	N/A	W110 Scanner	W130 Scanner with Network	W130 Scanner with Network	N/A	N/A																																																									
Maintenance Agreements																																																																											
Option 1	# of years	1	N/A	N/A	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00																																																									
	# of years	2	N/A	N/A	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00																																																									
	# of years	3	N/A	N/A	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00	\$ 323.00																																																									
	# of years	4	N/A	N/A	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00	\$ 423.00																																																									
	# of years	5	N/A	N/A	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00	\$ 523.00																																																									
	# of Service Calls	Unlimited																																																																									
	# of Preventative Maintenance Checks	Unlimited																																																																									
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% Increase in price for out of service zone	0.00%																																																																										
% Increase in price for remote service zone	0.00%																																																																										
Consumables included	No																																																																										
Option 2	# of years	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,333.00	\$ 1,333.00	\$ 1,333.00	N/A																																																									
	# of years	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 2,333.00	\$ 2,333.00	\$ 2,333.00	N/A																																																									
	# of years	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3,333.00	\$ 3,333.00	\$ 3,333.00	N/A																																																									
	# of years	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4,333.00	\$ 4,333.00	\$ 4,333.00	N/A																																																									
	# of years	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 5,333.00	\$ 5,333.00	\$ 5,333.00	N/A																																																									
	# of Service Calls	Unlimited													\$ 0,413.00	\$ 0,413.00	\$ 0,413.00	N/A																																																									
	# of Preventative Maintenance Checks	Unlimited																																																																									
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% Increase in price for remote service zone	0.00%																																																																										
Consumables included	No																																																																										
Option 3	# of years	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,713.00	\$ 1,713.00	\$ 1,713.00	N/A																																																									
	# of years	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 2,713.00	\$ 2,713.00	\$ 2,713.00	N/A																																																									
	# of years	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3,713.00	\$ 3,713.00	\$ 3,713.00	N/A																																																									
	# of years	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4,713.00	\$ 4,713.00	\$ 4,713.00	N/A																																																									
	# of years	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 5,713.00	\$ 5,713.00	\$ 5,713.00	N/A																																																									
	# of Service Calls	Unlimited													\$ 1,203.00	\$ 1,203.00	\$ 1,203.00	N/A																																																									
	# of Preventative Maintenance Checks	Unlimited																																																																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">% Increase in price for out of service zone</td> <td style="width: 15%;">0.00%</td> <td></td> </tr> <tr> <td>% Increase in price for remote service zone</td> <td>0.00%</td> <td></td> </tr> <tr> <td>Consumables included</td> <td>No</td> <td></td> </tr> </table>																			% Increase in price for out of service zone	0.00%																		% Increase in price for remote service zone	0.00%																		Consumables included	No																	
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% Increase in price for remote service zone	0.00%																																																																										
Consumables included	No																																																																										
End-User Training and Support (per hour) - beyond the required one free hour																																																																											
Additional End taining on Device and/or software	N/A	N/A	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	N/A	\$ 175.00	N/A	N/A	\$ 175.00	N/A	\$ 175.00	\$ 175.00	\$ 175.00	N/A	N/A																																																									

**BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS
SOLICITATION NO. EV00000190**

Xerox Basis of Offer

The enclosed proposal represents our commitments on services, pricing (excluding taxes) and our proposed solution. We have prepared our proposal based on the information provided by you and the assumptions that we made in preparing our response. If there are material changes to the information or assumptions, this may result in a modification of our proposal.

Based on our review of the information in your Solicitation, Xerox is confident that a definitive agreement can be negotiated in good faith and finalized promptly following award. Although our proposal is based on the requirements included in your Solicitation, our proposal does include some responses that are slightly different. This document explains those differences that are related to terms and conditions. In addition, we have identified, by subject matter, some additional terms and conditions in this document; terms and conditions that were not addressed in the Solicitation, but that are normally required for an offering of the type contemplated by the Solicitation.

We acknowledge your right to negotiate and approve the terms and conditions of any contract that you enter into, and we respectfully reserve the same right. Therefore, any acknowledgements made by either of us are qualified by the right to negotiate mutually acceptable terms following award. End users have the right to negotiate unique terms and conditions specific to their procurement.

Please note that the Xerox team is prepared to discuss our proposal in detail and adjust our proposed equipment, support services, and/or price offering based on the final requirements. Upon award of this Solicitation, Xerox agrees to negotiate in good faith with the State towards a final contract that incorporates the mutually agreed-to terms from the Solicitation, the Xerox proposal including our Additional Terms and any other negotiated item(s).

Term & Section	Language
Cover Page, Section 2.E on Page 1	<p>Additional Terms. See the following attached hereto.</p> <ul style="list-style-type: none"> • Attachment E1. General Terms • Attachment E2. Lease Terms and Conditions • Attachment E3. Maintenance Terms and Conditions • Attachment E4. Purchase and Maintenance Terms and Conditions • Attachment E5. Services Master Agreement Sample • Attachment E6. Xerox Print Services Agreement Sample • Attachment Ef. Pool Plan Agreement Terms and Conditions • Attachment E8. Software Terms and Conditions, • Attachment E9. Product Specific Terms and Conditions • Attachment E10. Ink Jet Terms and Conditions • Attachment E11 Application Terms • Attachment E12 Baltoro Terms and Conditions

<p>Attachment B, Scope and Contract Renewal, Section 1.3 on Page 1</p>	<p>See redlines. If applicable, prior to any Contract renewal , the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State will provide 30-days prior written notice to Supplier and State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.</p>
<p>Attachment B, Pricing, Section 5.3 on Page 6</p>	<p>Non-standard Delivery. Xerox agrees with the understanding that the Xerox offer includes all expenses associated with the equipment’s freight, its shipment to and removal from the State’s delivery dock, and its inside delivery/removal, excluding any unique delivery or removal expenses. The State will be responsible for any non-standard inside delivery or removal expenses, such as the additional time or resources required to disassemble the equipment due to the lack of adequate facility access (door removal, upending equipment, or crane support) or the movement of the equipment up/down stairs using stair creepers. If any excess rigging is required, Xerox will include the details and associated costs with the individual equipment proposal prior to performing the actual service.</p>
<p>Attachment B, OOP, Section 2.2</p>	<p>The cover page details will be added to the OOP as follows:</p> <ul style="list-style-type: none"> A. any Addendum; B. any State Contract-specific terms contained in the cover page, Attachments A-D1 and G subject to Attachment F information technology terms and terms specific to a statewide Contract or a State agency Contract; C. the terms contained in Attachments E1-E14; D. any applicable solicitation E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law; F. any statement of work, work order, or other similar ordering document as applicable; and G. other mutually agreed Contract Documents.
<p>Attachment B, Ordering, Installation and Acceptance, , Section 6.2 on Page 6</p>	<p>Acceptance. Equipment will be deemed accepted on the equipment’s installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the State’s use. Any equipment that does not perform to its published specification will be repaired or replaced by Xerox at its expense, provided the equipment is covered by a Xerox warranty or maintenance plan.</p> <p>Title and Risk of Loss. Title to the Xerox supplied equipment will remain with Xerox until the State elects to purchase the equipment. Xerox shall insure the equipment while installed and such costs will be included in the monthly minimum charge.</p> <p>See redlines. Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall repair the Acquisition at no cost to the Customer or if repair is not reasonable shall retrieve and replace the Acquisition at Supplier’s expense or, if unable to replace, issue a refund to customer. None of the above shall be considered exclusive remedies by the State-</p>

<p>Attachment B, Ordering, Installation and Acceptance, , Section 6.3 on Page 7</p>	<p>Damages. Xerox cannot accept the liquidated damages remedy. Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of the State’s equipment or purchase order, except during times of product constraint. Xerox will inform the State if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the State can cancel the order without penalty to either party.</p>
<p>Attachment B, Ordering, Installation and Acceptance, , Section 7.1.e on Page 8</p>	<p>Invoice Dispute. Should the State dispute an invoice, Xerox requires that the State provide Xerox written notice describing the item(s) and reason(s) you are disputing the invoice amount. Xerox agrees to work with the State to resolve the dispute, and will issue an adjustment invoice, as required. Pending the resolution of the dispute, the State is expected to pay all undisputed amounts, including the Monthly Minimum Charge which is not subject to dispute</p>
<p>Attachment B, Maintenance of Insurance , Payment of Taxes, and Workers’ Compensation, Section 8.1.D on Page 9</p>	<p>See redlines. Directors and Officers Insurance as well as Consultant’s Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;</p>
<p>Attachment B, Maintenance of Insurance , Payment of Taxes, and Workers’ Compensation, Section 8.3 on Page 10</p>	<p>Xerox will agree to this indemnity provision provided (i) Xerox is given written notice of the claim or action and allowed to select attorneys of its own choice to appear and defend the claim or action. In addition, the State agrees to provide Xerox with all reasonable assistance that Xerox may require, and that the State will do nothing to compromise Xerox’s defense or settlement of the claim or action. The State’s Attorney General may intervene if a State Agency is a named party subject to the terms of Section 16.4 herein.</p>
<p>Attachment B, Compliance with Applicable Laws, Section 9.2 on Page 11</p>	<p>Xerox will comply. However, Xerox does not allow its customer to conduct audit/assessment on Xerox infrastructure because of security and other business obligations. For clarification, Xerox will provide security documentation and appropriate certifications upon request.</p>
<p>Attachment B, Compliance with Applicable Laws, Section 9.9 on Page 12</p>	<p>Xerox is a large, global enterprise with thousands of contracts with vendors, customers, business partners and other parties. At any given time, there may be issues that could possibly result in lawsuits or other legal actions. However, any material litigation or judgments against Xerox can be found at: www//Xerox.com at Investor Relations.</p>
<p>Attachment B, Audits and Records Cause, Section 10.2, Page 13</p>	<p>Xerox agrees to keep accurate records verifying the charges for the Services and will make the records available upon 10-business days' written notice. The records will be kept for a period of five (5) years following the service or invoice date and will be limited to financial and other records required to substantiate the Services and accurate billings under the Agreement. These records exclude any information deemed by Xerox to be confidential or proprietary. f a claim, audit, litigation or other action involving such records is started before the end of the five years, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the five (5) year retention period, whichever is later.</p>
<p>Attachment B, Acts or Omissions, Section 16.1 on Page 18</p>	<p>Xerox will agree to this indemnity provision provided (i) Xerox is given written notice of the claim or action, and allowed to select attorneys, with reasonable experience in the subject matter at issue, of its own choice to appear and defend the claim or action. In addition, the State agrees to provide Xerox with all reasonable assistance that Xerox may require, and that the State will do nothing to compromise Xerox’s defense or settlement of the claim or action and (ii) Xerox agrees that it will be responsible for its equitable share of any claims, liabilities, judgments, costs, and expenses based on Xerox’s relative culpability. Xerox will not indemnify the State due to any negligent or willful act on the part of the State, its officers, employees, or agents, or the negligent or willful acts of any party other than a Xerox officer, employee, or agent.</p>
<p>Attachment B, Infringement, Section 16.2 on Page 18</p>	<p>Xerox agrees to defend the State from, and pay any ultimate judgment for, 3rd Party infringement in the United States by Xerox-branded equipment or Xerox-branded software of any U.S. patent, trademark, trade secret, or copyright provided the State promptly notifies Xerox in writing of any alleged infringement and allows Xerox to defend the claim. The State agrees to provide Xerox with all reasonable assistance that Xerox may require, and that the State will do nothing to compromise Xerox’s defense or settlement of the claim. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox agrees to them in writing. Xerox makes no other express or implied warranty of non-infringement and has no other liability for infringement or any damages.</p>

<p>Attachment B, Limitations of Liability, Section 16.5 on Page 20</p> <p>And</p> <p>Attachment D, Appendix 1, Indemnity, Section H, on Page 16</p>	<p>Supplier’s liability to the State for any claim of damages arising out of this Contract howsoever caused and regardless of the legal theory asserted shall be limited to direct damages and shall not exceed the total amount paid to Supplier at 2X the contract value other than breach of its data security and indemnification obligation which shall be capped at \$10M per Xerox Cyber Liability insurance at the time of contract.</p> <p>Supplier shall not have any liability for loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages or multiple damages arising out of or in connection with the Contract, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise.</p>
<p>Attachment B, Termination for Funding Insufficiency, Section 17 on Page 20</p> <p>And</p> <p>Attachment C, Termination for Funding Insufficiency, Section 3 on Page 1</p>	<p>Xerox agrees with these stipulations:</p> <p>a) You provide reasonable written notice within 5 business days of final execution of the State budget and in any case, prior to the beginning of the fiscal year for which your legislative body does not appropriate funds.</p> <p>b) In addition, you agree to return the Equipment in good condition to a location within a reasonable distance from the installation site as designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances.</p>
<p>Attachment B, Termination for Cause, Section 18 on Page 21</p> <p>And</p> <p>Attachment C, Termination for Cause, Section 4 on Page 2</p>	<p>Xerox agrees the State may terminate the Master Contract due to Xerox’s uncured performance failure only after being allowed 30-calendar days to correct the performance shortfall in all instances. However, the individual purchase orders are based on a firm equipment installation commitment that cannot be terminated without penalty except for fiscal-year funds non-appropriation or an uncured Xerox default.</p> <p>Also, please understand regarding Section 18.3 that individual equipment leases will be governed by the terms of Attachment G – Master Lease Agreement.</p> <p>Regarding Section 18.4, Xerox requires a 30-calendar day cure period prior to this provision being exercised by the State.</p>
<p>Attachment B, Termination for Convenience, Section 19 on Page 22</p> <p>And</p> <p>Attachment C, Termination for Convenience, Section 5 on Page 1</p>	<p>The State may cancel the Master for convenience. However, no cancellation for convenience of individual leases shall be allowed. Therefore, early termination fees are not applicable.</p>
<p>Attachment B, Suspension of Supplier, Section 20 on Page 23</p>	<p>Xerox agrees the State may suspend Xerox due to their uncured performance failure before implementing Suspension of Supplier as per O.A.C. 260:115-3-21. Supplier suspension and debarment.</p> <p>Regarding Section 20.2 , to the extent permitted under the terms of Suspension, individual equipment installation commitments will continue their obligations until the end of their individual lease term and cannot be terminated without penalty except for fiscal-year funds non-appropriation or an uncured Xerox default.</p>

<p>Attachment B, Force Majeure, Section 23.2 on Page 24</p>	<p>The second sentence of Section 23.2 is deleted and not replaced: “However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of product or service in a timely manner to meet the business needs of Customer.”.</p> <p>No cancelling purchase order after force majeure and if there is a payment interruption on an installment contract the payments will pick up where they left off.</p> <p>For clarification: Xerox agrees that the State’s payment obligation will be suspended with respect to any equipment that is rendered inoperable or services not performed during a force majeure event. The payment suspension will continue until the end of the force majeure event or until Xerox restores the equipment to operating condition. If payment is suspended, the term of the Contract will be extended for a period equal to the payment suspension.</p>
<p>Attachment B, Security of Property and Personnel, Section 24 on Page 25</p>	<p>Only while such equipment or other property is in the care, custody, and control of Supplier’s personnel, and only to the extent caused by Supplier’s employees or subcontractors.</p> <p>Xerox agrees the State may terminate the Contract due to Xerox’s uncured performance failure only after being allowed 30-calendar days to correct the performance shortfall in all instances.</p>
<p>Attachment D, Compliance with Policies, Section 6 on Page 4</p>	<p>Xerox will comply. However, Xerox does not allow its customer to conduct audit/assessment on Xerox infrastructure because of security and other business obligations</p> <p>For clarification, Xerox will provide security documentation and appropriate certifications upon request</p>
<p>Attachment D1, Additional IT Terms</p>	<p>Attachment D1 is modified as follows: After the section entitled "General Information Security Requirements" the following sentence shall be added: "Customers may negotiate terms and conditions in Exhibit A with the Contractor if applicable to a specific Order. It shall be at the discretion of the Contractor and Customer to determine which terms are appropriate for each Order type."</p> <p>The remainder of D1 shall become a separate document renamed Exhibit A.</p>
<p>Exhibit 1, Multi-Function Devices, Section B on Page 1</p>	<p>Please note that Xerox shall work with end customers to blend the Service and Supply costs over a large Equipment fleet, to cover all units in the fleet. Xerox will provide the end customer with the Blended Rate calculation prior to Order placement.(The price of the blended meter rates will be calculated based on an average of the CPC rates for the individual products plus any applicable uplifts). See Pool Plan Agreement Terms and Conditions provided with the Xerox response.</p>
<p>Exhibit 1, Parts and Supplies, Section B.2 on Page 2</p>	<p>Xerox uses inventory management practices to ensure we can provide a high level of equipment reliability and uptime. All levels of inventory are replenished quickly to ensure that parts are available. Our Technical Service Representatives (TSR)s report parts usage wirelessly after completing a call, and our systems automatically replace those parts weekly.</p> <p>We use only Xerox-authorized replacement parts in our equipment. Our parts have proven high-reliability standards and low defect rates. In the event the TSR does not have needed part(s) during a service call, he is supported by 40 local parts distribution centers and one national warehouse. These centers provide parts delivery by courier, directly to the point of need. Xerox stocks 95 percent of the most commonly used parts either with the TSR or at our local parts distribution centers. If we do not have the part locally, we will obtain the part from our national warehouse within 24 hours.</p>

**Attachment F-1 to
STATE OF OKLAHOMA CONTRACT WITH
PENSION TECHNOLOGY GROUP, LLC
RESULTING FROM SOLICITATION NO. 0900000556**

**Template for Contract Modifications for Quotes, Statements of
Work, or other Ordering Documents**

The parties agree to use this template as the process to formally approve any terms, conditions or clauses that are to supersede the terms and Conditions in the Contract for purposes of the applicable quote, statement of work or other ordering document.

Contract Modifications for Quote, Statement of Work, or other Ordering Document

Solely for purposes of this ordering document, the terms and conditions of the Contract are hereby amended as set forth below. This amendment is considered an Addendum.

RFP Section	Exception/Additional Terms

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

PENSION TECHNOLOGY GROUP, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The [INSERT AGENCY NAME] is additionally executing this document to memorialize its involvement in negotiation of and its agreement with the terms of this document.

By: _____

Name: _____

Title: _____

Date: _____

**MASTER LEASE AGREEMENT
(Oklahoma)**

**Between the State Of Oklahoma By and Through The Office Of Management and
Enterprise Services (“OMES”)**

**And Xerox Corp. (“Lessor”)
Dated August 15th, 2024**

1. Scope.

This Master Lease Agreement (this “Agreement” or “MLA”), effective as of the Effective Date of the Contract (“Effective Date”), between the Lessor and OMES and is a Contract Document in connection with Statewide Contract 1034 (“Contract”). Capitalized terms not defined herein have the meaning set forth in the Contract. Notwithstanding anything to the contrary, all provisions of this Agreement are subject and subordinate to the laws rules and regulations of the State of Oklahoma and the United States, and nothing herein shall be construed to waive the doctrine of sovereign immunity or immunity from suit.

Lessor hereby leases to Lessee (as defined below), and Lessee hereby leases from Lessor the Equipment described on each Lease Schedule (“Schedule”), which is a separate agreement executed from time to time by Lessor and Lessee under the terms of this MLA. The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA by Lessee, which shall be an agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State of Oklahoma’s government that is authorized to use Oklahoma state contracts (“Lessee”). No Lessee hereunder shall have any obligation or liability for any other Lessee's obligations or liabilities under any Schedule, and a default by one Lessee under a Schedule shall not constitute a default by any other Lessee under any other Schedule.

As applicable, OMES and Lessee have made an independent legal and management determination to enter into this MLA and each Schedule. OMES has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control, but only between the Lessor and the specific Lessee that executed that Schedule. It is expressly understood that the term “Equipment” shall refer to the Products and any related Services and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed as identified on a Schedule and as allowed by and procured pursuant to the Contract, between Xerox Corp. and OMES.

Any reference to “MLA” shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by applicable parties.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the MLA, the Schedule, the Acceptance Certificate, Opinion of Counsel (only required in connection with a Schedule of greater or equal to \$2,500,000.00), and any other documentation as may be required by the Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the Effective Date above and shall continue until, (i) the full and final expiration date of the Contract and the obligations of Lessees under every Schedule are fully discharged, or (iii) either OMES or Lessor terminates this Agreement or exercises their termination rights as stated within Attachment B of the Contract. In regard to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed under this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or ten (days) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 23 of this MLA.

4. Administration of MLA.

- (a) For requests involving the leasing of Equipment, Lessee will submit its request directly to Lessor or such other vendor or manufacturer providing Equipment under this Agreement (collectively the "Vendor"). Vendor shall apply the lower of (i) the then current Equipment pricing discounts as stated within Attachment E14 - Pricing Document of the Contract or (ii) the price as agreed upon by Lessee and Vendor. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee. Lessor and Lessee shall use the templates negotiated by Lessor and OMES. Sample templates are attached hereto Attachment E2.
- (b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" or "transaction" in regard to the requirements of the Lessor to report the sale and make payment of the contract

management fee, administrative fee or other applicable regulatory authority as defined within the Contract.

- (c) Upon agreement by Vendor, Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number SW1034X on the purchase order. Any pre-printed terms and conditions on the purchase order, including via any hyperlink, submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of the Contract, this MLA and applicable Schedule terms and conditions shall control in all respects.
- (d) All State entities subject to the State Purchasing Act shall use this Agreement when entering a lease with the Vendor. Further, this MLA shall not constitute a requirements agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. Any partial month in the Schedule Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Schedule Term, it will renew automatically on a month-to-month basis on the same terms and conditions.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be applied to the next scheduled Rent Payment due under the applicable Schedule, or if prohibited by law, the Lessor shall return the excess funds directly to Lessee. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by the Contract in making payments to the Lessor. Any sum received by the Lessor later than allowed by applicable Oklahoma law will bear interest at the maximum rate allowed by 62 O.S. § 34.72.

Each Schedule is a net lease and except as specifically provided herein or in a Schedule, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal),

and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. A Lessee will not pay taxes assessed against Lessor, or reimburse Lessor for taxes lawfully paid in connection with the Contract, this MLA, the Equipment, Rent Payments or a Schedule. See Oklahoma Attorney General Opinion 1978-256. As addressed in the Contract, Lessee is also exempt from sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority.

7. Funding Insufficiency.

- (a) Notwithstanding anything to the contrary in any Contract Document, the Lessee may terminate the Agreement or any Schedule in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated or received from an intended third party funding source to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall provide Lessor reasonable written notice within 5 business days of final execution of the State budget and in any case, prior to the beginning of the fiscal year and confirm the Schedule will be so terminated prior to the end of its current Fiscal Period. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacturer selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each

Schedule is intended to be a “finance lease” as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages, for any act or omission of the supplying manufacturer. Lessor hereby assigns, to the Lessee, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule, to the extent any warranties with respect to the Equipment are unassignable, Lessor will ensure that the Lessee receives the benefit thereof. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted, subject to any applicable security measures, free reasonable access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

- (a) Lessor will ensure delivery of the Equipment Free on Board (F.O.B.) to the Lessee and provide industry standard installation assistance. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee’s desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule, however, the delay will affect the Commencement Date and Rent Payment obligations of the Lessee. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor. Any unique delivery expenses, also known as excess rigging shall include, but not be limited to, the additional time or resources required to disassemble the equipment due to the lack of adequate facility access (door removal, upending equipment, or crane support) or the movement of the equipment up/down stairs using stair creepers. If any excess rigging is required, Lessor will provide the details and associated costs to the Lessee prior to performing the actual service. No schedule requiring excess rigging shall be effective unless and until the Lessee approves the costs thereof in writing.

- (b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee’s business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment

in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, with regard to the use, operation or maintenance of the Equipment.

- (c) Lessor will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services are provided as a mandatory part of a Lease or Rental or Maintenance Order. Maintenance services may only be provided by an authorized service technician provided by the Lessor. Any third party service provider or Oklahoma internal maintenance will void all manufacturer warranties. Xerox agrees that maintenance personnel shall abide by all applicable security measures in place at the location of the Equipment.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) and Lessee pays all costs and assumes the risk of damage or loss of the Equipment, unless caused by the Lessor, its employees, agents or assigns while supporting the relocation of the Equipment, otherwise associated with such relocation. Lessor agrees to support the relocation of the Equipment and will provide a separate price quote for the Equipment move prior to performing the actual service. While the Equipment is being relocated, Lessee remains responsible for all payments. Lessee shall provide Lessor with the complete address for each location to which the Equipment was moved outside the State of Oklahoma. On the last day of each calendar quarter Lessee will provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location, however, under no circumstances will the Lessee disclose the personal addresses of its employees. Lessor shall make all filings and returns for property taxes due with respect to the Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, until or unless Lessee exercises its Purchase Option, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements reasonably necessary to ensure that the Equipment remains the personal property of Lessor. For HDD, Xerox provides a disk removal service whereby a Xerox service technician will remove the device's hard disk drive from the Xerox-branded copier for an additional flat fee charge.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

- (a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term the (“Expiration Date”), Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) return all but not less than all of the Equipment to the Lessor upon expiration of the initial Schedule Term; or (ii) renew the Schedule as to all but not less than all of the Equipment at a rate and for a term agreed upon by both parties, or (iii) purchase all of the Equipment by the Lessor’s acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for the lesser of the price equal to the amount set forth in the Schedule, or the Fair Market Value (“FMV”). If Lessee disagrees with the Fair Market Value, Lessee may instead choose to make the Equipment available for removal by Xerox as per subsection (i) above. At the time of removal, the Equipment will be in the same condition as when delivered, reasonable wear and tear accepted. If a Lessee desires to renew or extend a Schedule, each Lessee and Lessor shall enter into a supplement to each Schedule describing the length of the renewal Schedule Term and the renewal Rent provided, however, all other terms of each Schedule and the Agreement shall remain in full force and effect. If Lessee desires to exercise any option, it shall give Lessor written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together with all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee free and clear of all levies, liens and encumbrances title to such Equipment and cause a cancellation of any financing statement Lessor has filed, to be entered in the proper location within the jurisdiction.
- (b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor’s prior written consent except in accordance with Section 11 of this MLA. Upon the expiration, or upon final termination of the Schedule, upon at least sixty (60) days prior written notice to Lessor, Lessee shall immediately make all Equipment available to Lessor in good repair and working order, with no defects which affect the operation or performance of the Equipment (“Return Condition”), reasonable wear and tear excepted. Lessee shall, at Lessor’s request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor’s ownership and Lessee shall not permit their removal or concealment. Except as provided otherwise in a Schedule, Lessor shall retrieve the Equipment from the Lessee’s location and arrange for transportation. Upon receipt of the Equipment Lessor bears the entire risk of loss to the Equipment. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Except as provided otherwise in a Schedule, Lessor shall arrange and pay for the de-installation and packing of the Equipment. If the Schedule is terminated for reason of Non-appropriation or Lessee default, Equipment will be returned at the Lessee’s cost. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON (OTHER THAN FOR NON-APPROPRIATION), LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR, NOT TO EXCEED 5 YEARS OF RENT PAYMENTS OR THE TOTAL RENT REMAINING DUE UNDER THE SCHEDULE AND ONLY TO THE EXTENT SUCH AMOUNTS ARE NOT PAID TO LESSOR AS INSURANCE PROCEEDS..

Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Oklahoma, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.,

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 22 of the MLA) has not occurred and remains uncured after any applicable cure period.

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties and any right of return, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Except as provided under Section 7, Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF.

17. Indemnification.

- (a) Lessor acknowledges that neither the State nor any of its political subdivisions may indemnify a private party and that the Lessor shall have no right to indemnification against the State, OMES, or any Lessee. See Oklahoma Attorney General Opinion 2012-18.
- (b) Lessor is the owner of the Equipment and has title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18. Risk of Loss.

Commencing upon delivery of the Equipment and continuing throughout the Schedule Term, Lessee, except as provided in Section 19, shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. In the case of an Event of Loss, (a) Lessee shall place the affected Equipment in good condition

and working order, or, if unable to, (b) Lessor shall look to its insurance, and not the Lessee, OMES, or the State for any additional recovery over and above Rent Payments due under the applicable Schedule. In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall at Lessee's option (a) pay to Lessee all sums received by Lessor from the government by reason of such taking or (b) reduce the amount of Rent owed by Lessee.

19. Insurance.

Title to the Xerox supplied equipment will remain with Xerox until the State elects to purchase the equipment. Xerox shall insure the equipment while installed and such costs will be included in the monthly minimum charge .

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel (only required in connection with a Schedule of greater or equal to \$2,500,000.00) to the effect that, as of the time of execution of the MLA between the State of Oklahoma by and through OMES and Lessor and each Schedule between Lessor and Lessee:

- (a) This MLA and each Schedule executed by Lessee have been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable with respect to the obligations of Lessee herein, in accordance with its terms.
- (b) The entering into and performance under this MLA or any Schedule between Lessor and Lessee will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound.
- (d) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and
- (e) As applicable, Lessee or OMES represents and warrants that (i) It has authority to enter into this MLA and any Schedule under this MLA, (ii) the person executing the MLA and all Schedules have been duly authorized to execute the MLA and Schedules on Lessee's behalf, (iii) all information supplied to Lessor is true and correct to the best of its knowledge and belief, including all credit and financial information and (iv) subject to the provisions of Section 7 above, it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representations and Warranties of Lessor.

Lessor represents and warrants

- (a) Lessor is and shall remain an entity authorized and validly existing and is authorized to do business in Oklahoma, and is not in default as to taxes owed to the State of Oklahoma or any of its political subdivisions;
- (b) The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms.
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;
- (d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound;
- (e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule; and
- (f) Lessor represents and warrants that the person executing the MLA has been duly authorized to execute the MLA on Lessor's behalf.

22. Default.

- (a) Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (i) Except for termination under the terms of Section 7, nonpayment or incomplete payment by Lessee of Rent or any other sum payable the latter of its due date or the date by which such sum is payable pursuant to applicable law; (ii) failure by Lessee to perform or observe any other material term, covenant or condition of this MLA, the Schedule, or any applicable software license agreement, which is not cured within thirty (30) business days after receipt of notice thereof from Lessor; (iii) insolvency by Lessee; (iv) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (v) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (vi) any material representation or warranty made by Lessee in this MLA, the Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being untrue when made. (vii) The parties agree to use ever increasing levels of executive escalation within their respective organizations to cure any breach based on (vi) above prior to such event being declared an Event of Default.

- (b) Lessor shall be in default under the Agreement and any Schedule thereof upon the occurrence of any one or more of the following events (each an “Event of Default”): (i) failure by Lessor to perform or observe any other material term, covenant or condition of this MLA, the Schedule, or any applicable software license agreement, which is not cured within thirty (30) business days after receipt of notice thereof from Lessee; (ii) subjection of any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; (v) any attempt by the Lessor or its assigns to execute a lien against the equipment other than for Event of Default by Lessee; or (vi) any material representation or warranty made by Lessor in this MLA, the Schedule or in any document furnished by Lessor to Lessee in connection therewith or with the acquisition or use of the Equipment being untrue. (vii) The parties agree to use ever increasing levels of executive escalation within their respective organizations to cure any breach based on (vi) above prior to such event being declared an Event of Default. Equipment can only be considered in default due to bankruptcy, the general assignment for the benefit of creditors, or the appointment of a receiver if Lessor has failed to cure a performance issue after being provided written notice and provided 30-days to cure the failure to the contracted specification.
- (c) Failure of Lessor to provide notice to the Lessee and State of any event which may constitute default under 22(b)(ii), (iii), (iv) or (v) above within a reasonable time, but not less than ten (10) days of Lessor’s discovery of such event shall itself constitute breach of this agreement.

23. Remedies.

(a) Upon the occurrence of an uncured “Event of Default” and as long as such Event of Default is continuing, after giving thirty (30) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, Lessor may, as agreed in writing by the parties do any one or more of the following provided, however, that Lessor may not recover value in excess of amounts as allowed under the terms of the Schedule and by applicable law: (i) terminate the Schedule under which Lessor claims default of Lessee; (ii) without Lessee waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Oklahoma and the United States, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages; (iii) whether or not the Schedule is terminated, upon notice to Lessee and with due process of law, take possession of the Equipment wherever located, and for such purposes Lessee, to the extent authorized by Oklahoma law, hereby authorizes Lessor, its assigns or the agents of either to cause Lessee to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, rules and regulations, declare immediately due and payable and recover from Lessee, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, to the extent the Lessor does not take possession, with due process of law, of the Equipment or the Equipment is not returned to Lessor, the present value of the estimated in-place FMV of the Equipment as defined in Section 13 of MLA at the end of the Schedule Term as reasonably determined by Lessor, each discounted at the like-term Treasury Bill rate; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) interest at the highest rate allowable by law on (a) and (b) from the date of default.

(b) Lessee may upon the occurrence of an uncured "Event of Default" and as long as such Event of Default is continuing, after giving thirty (30) days prior written notice to Lessor of default, during which time Lessor shall have the opportunity to cure such default, Lessee may, in its sole discretion, do any one or more of the following: (i) terminate the Schedule under which Lessee claims default of Lessor; or (ii) at Lessee's sole discretion, immediately exercise any of the options available in subsection 13 of this Agreement

24. Notices and Waivers.

All notices relating to this MLA shall be delivered to the Lessor as specified or to another representative and address subsequently specified in writing by the appropriate parties hereto and to OMES pursuant to the Contract. All notices, except for billings and communications in the ordinary course of business, relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. Lessee and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and each corresponding Schedule in conjunction herewith are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Event of Default shall not be a waiver of any other or subsequent Event of Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor or authorized representative of Lessee. No failure to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

25. Assignment by Lessor; Assignment or Sublease by Lessee.

Lessor may assign or otherwise transfer this Agreement or any part hereof (including some or all of its rights or obligations hereunder) without prior notice to or consent of Lessee. If Lessor assigns only its rights (or certain of its rights) hereunder to an assignee then: (a) such assignee of Lessor shall have all the rights assigned to it but none of the obligations of Lessor hereunder; (b) such assignee shall not be liable to Lessee for any reason whatsoever related to the Agreement; (c) Lessee shall continue to look to Lessor for performance of Lessor's obligations and hereby waives and releases such assignee from any such claim; (d) all information directly relevant to the lease, or obtained by Lessor, relating to Lessee, may be disclosed to such assignee; (e) Lessee shall not assert any defense, counterclaim or setoff Lessee may have against such assignee; and (f) Lessee will remit payments in accordance with instructions of such assignee. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Neither the rights nor obligations of Lessee under this Agreement are assignable by Lessee without prior written consent of Lessor, except where Lessee is a state agency authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house, no such prior written consent from Lessor shall be needed, nor assignment cost be charged, in the event of a legislative mandate to transfer the business functions requiring the Equipment to another state entity. In the event Lessor consents to an assignment, Lessee will pay the applicable costs related to the assignment and documentation change, which will not exceed \$500.

Lessor shall provide Lessee notice of all such Assignments to the addresses below, and such Assignments shall be subject to Lessee rights under the MLA and corresponding Schedule:

If sent to the state of Oklahoma:

Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

ISD Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105.

If sent to Lessee in connection with a Schedule:

The address set forth on the purchase order, Schedule or as otherwise identified in writing by the Lessee.

26. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information as required by and satisfactory to Lessor: (a) Certificate of Acceptance for accepted goods to be on lease with Lessor; (b) Opinion of Counsel (only required in connection with a Schedule of greater or equal to \$2,500,000.00); (c) financial statements or other financial information in lieu thereof as agreed to by Lessor's credit department in its sole judgment; (d) Incumbency Certificate; and (e) other mutually agreed documents as reasonably required by Lessor.

27. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives, with respect to Lessor, the following rights and remedies conferred upon Lessee by Article 2A of the UCC: to (i) cancel any Schedule under the MLA; (ii) repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time. This waiver of UCC rights does not include Lessee's right to terminate a lease subject to a non-appropriation of funds, pursuant to Section 7 above.

29. Security Interest and UCC Filings. RESERVED

30. Miscellaneous.

- (a) Jurisdiction. THE MLA AND EACH SCHEDULE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA WITHOUT REGARD TO ANY CHOICE OR CONFLICT OF LAW PRINCIPALS. Venue for any and all proceedings under this Agreement shall be brought in Oklahoma County, Oklahoma, and all parties consent to the venue and jurisdiction of the courts situated therein. .
- (b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an “Original” for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts shall be deemed to be a “Copy”. NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY “COPY” OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE “ORIGINAL” COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.
- (c) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.
- (d) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in the Contract, this MLA and in each Schedule to which Lessor and Lessee are signatory parties. Neither the Contract, this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by an authorized person of the party against whom enforcement of such action is sought. The terms and conditions of this MLA may be amended only by written instrument executed by Lessor and OMES. The terms of a Schedule may only be amended in a written instrument executed by both Lessee and Lessor.
- (a) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.
- (b) Lessor Certifications. Lessor certifies that:
 - (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this MLA and/or any Schedules executed hereunder;
 - (ii) to the best of its knowledge and belief, it is not currently delinquent in the payment of any tax owed the State of Oklahoma and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;

- (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Oklahoma, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) it has not received payment from the state of Oklahoma, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;
- (v) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the MLA;
- (vi) neither it nor its affiliates are suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration;
- (vii) neither it nor its subcontractors or affiliates, as of the effective date of the MLA, are listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (viii) to the extent applicable to the scope of this MLA, Lessor hereby certifies that to the best of its knowledge and belief, it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
- (ix) That it will comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to being registered as a business entity licensed to do business in the State, have obtained a sales tax permit and be current on tax payments to the State, as applicable;
- (x) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

During the term of the MLA, Lessor shall, for itself and on behalf of its permitted subcontractors, promptly disclose to the State of Oklahoma all changes that occur to the foregoing certifications, representations and warranties. Lessor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties

- (i) Sovereign Immunity. Nothing herein shall be construed to waive the sovereign immunity of the State of Oklahoma.

31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and OMES.

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EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

State of Oklahoma by and Through The Office of the Management
and Enterprise Services and [XX]

"OMES"

"Lessor"

BY: 
Joe McIntosh (Aug 22, 2024 09:02 CDT)

BY: Michele R. Devall
Michele R. Devall (Aug 22, 2024 08:04 CDT)

NAME: Joe McIntosh

NAME: Michele R. Devall

TITLE: CIO

TITLE: General Manager

DATE: Aug 22, 2024

DATE: Aug 22, 2024