

MASTER AGREEMENT AMENDMENT

Amendment # 2	Master Agreement # 140606	Amendment CMS # 172045
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Xerox Corporation** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective August 7, 2019, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number 140606.
- B. The Contract was extended for an additional term through December 31, 2022 via Amendment #1, CMS # 170834, with an Effective Date of January 1, 2022.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

- A. This Amendment shall incorporate the following additional Attachments into the Contract, as per the attached:
 - 1) **Attachment O** (Xerox Software App Addendum);
 - 2) **Attachment P** (Baltoro Equipment Terms and Conditions);
 - 3) **Attachment Q** (Sample Baltoro Customer Expectations Document);
 - 4) **Attachment R** (Baltoro Customer Acceptance Form); and
 - 5) **Attachment S** (Baltoro SOW).
- B. This Amendment shall modify **Attachment N (Xerox End User License Agreements)** of the Contract, to account for additional license agreements that Contractor offers. Attachment N shall now become **Attachment N-1**, as per the attached. Further, all references to Attachment N in the Contract shall now be construed to reference Attachment N-1.
- C. This Amendment shall modify the language in **Section 4.1.4** of the Contract as follows:

“A Purchasing Entity that purchases, leases or rents Equipment may issue an Order, pursuant to the terms and conditions that are incorporated into this Master Agreement, and according to the requirements listed in their states’ Participating Addendum, including, but not limited to, the issuance of Contractor’s Supplemental Documents, which are attached as **Attachment A through Attachment S**. With the exception of Attachment O through

Attachment S, which have been negotiated by the Lead State, each Participating State or Entity shall be responsible for negotiating the terms and conditions of each of the aforementioned Attachments, as well as any additional EULA's the Contractor may provide under an Order. Notwithstanding the foregoing, a Participating State or Entity shall have the option to further negotiate Attachment O through Attachment S with Contractor. Further, any terms and conditions in Attachment A through Attachment S which contradict the terms and conditions of the Contract or any Participating Addendum, shall be null and void."

7. START DATE

This Amendment shall take effect on the Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

<p align="center">CONTRACTOR Xerox Corporation</p> <p>Jamie Playfair</p> <p>By: _____ Title: <u>VP Director, US Enterprise</u></p> <p><i>Jamie Playfair</i> Signature</p> <p>Date: <u>11/2/2021</u></p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor</p> <p>Department of Personnel and Administration Kara Veitch, Executive Director</p> <p>DocuSigned by: <i>John Chapman</i></p> <p>By: <u>John Chapman, State Purchasing Manager</u></p> <p>Date: <u>11/2/2021</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER





































CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Rachael Kamlet

By: _____ Date: 11/2/2021

ATTACHMENT N-1, XEROX END USER LICENSE AGREEMENTS

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Connect for @Print
by Xerox .docx | 
Connect 2.0 for BOX
EULA Jan. 2021.docx |

ATTACHMENT O, XEROX SOFTWARE APP ADDENDUM

Application Orders: Any Purchasing Entity who acquires Xerox Software Applications ("Application") under the Xerox NASPO ValuePoint Master Agreement, #140606, 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.

ATTACHMENT P, BALTORO EQUIPMENT TERMS AND CONDITIONS

Any Purchasing Entity who acquires Baltoro Equipment under the Xerox NASPO ValuePoint Master Agreement (“Master Agreement”), #140606, shall be subject to the following terms, unless otherwise agreed to by the Participating State. Capitalized terms that are not defined in this Attachment P 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 R (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 Q (Sample Baltoro Customer Expectations Document)**, as well as a completed, and mutually agreed to **Attachment S (Baltoro SOW)**, prior to execution of any Order. In addition, Purchasing Entity will sign both Attachment Q and Attachment S 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 Q, the date will be indicated on the “Pre-Sales Activities” portion of Attachment R. 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 Q (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 Q). 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 NASPO 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 R will be mutually agreed upon with the Purchasing Entity. Contractor will then provide the Services specified in Attachment S (Baltoro SOW) and when Contractor has completed the training of Purchasing Entity's operators in Attachment S, the completion date will be entered for the "Training Activities" portion of Attachment R. Lastly, upon completion of all Implementation Activities (i.e. Pre-Sales Activities, Installation Activities, and Training Activities) and the successful testing of the Purchasing Entity's files as set forth on the first page of Attachment R and indicated in Attachment S, Purchasing Entity shall sign the "Customer Acceptance" portion of Attachment R. 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 A 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 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.
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 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.

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.
- 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.
- 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 Q, SAMPLE BALTORO CUSTOMER EXPECTATIONS DOCUMENT

Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.09 (August 16, 2021)



Xerox® Baltoro™ HF Inkjet Press

Customer Expectations Document (CED)

Baltoro™ HF Press



Baltoro™ HF Press with optional Color Accelerator



Xerox® Baltoro™ Inkjet Press Customer Expectations Document, v3.09 (August 16, 2021)



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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”).

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.

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 R, BALTORO CUSTOMER ACCEPTANCE FORM



Item	Criteria	Measure
1.	Workflow Basic end-to-end Print Operation for Golden Jobs	Acceptance: Jobs print as described within the Customer Expectation Document (CED). See table below for list of Golden Jobs.
2.	Measurement of Print Quality Successful production run of Golden jobs at the completion of initial installation and training period.	Acceptance: Same visual quality level as approved print samples. See table below for list of Golden Jobs.
3.	Useable Output Output utilized	Acceptance: If Baltoro HF output is provided to meet a production / job requirement, items 1 and 2 above no longer need to be satisfied and the solution is automatically accepted.

Golden Job Table

File Name	Page Size	# of pages	Stock Requested	Drop Size at Standard Speed (Small/Medium /Large or Max)	Drop Size at High Speed (Limited to Small/Medium)
Example: Testjob.pdf: Job ID #	Example: 8.5"x11"	2	Example: Domtar ExpressJet 20lb	Example: med	Example: med

Purchasing Entity and Xerox Corporation agree that the above criteria will be used to determine that the Xerox Baltoro HF Inkjet Printer has been successfully implemented.

Purchasing Entity : _____ Date: _____

Xerox Corporation: _____ Date: _____



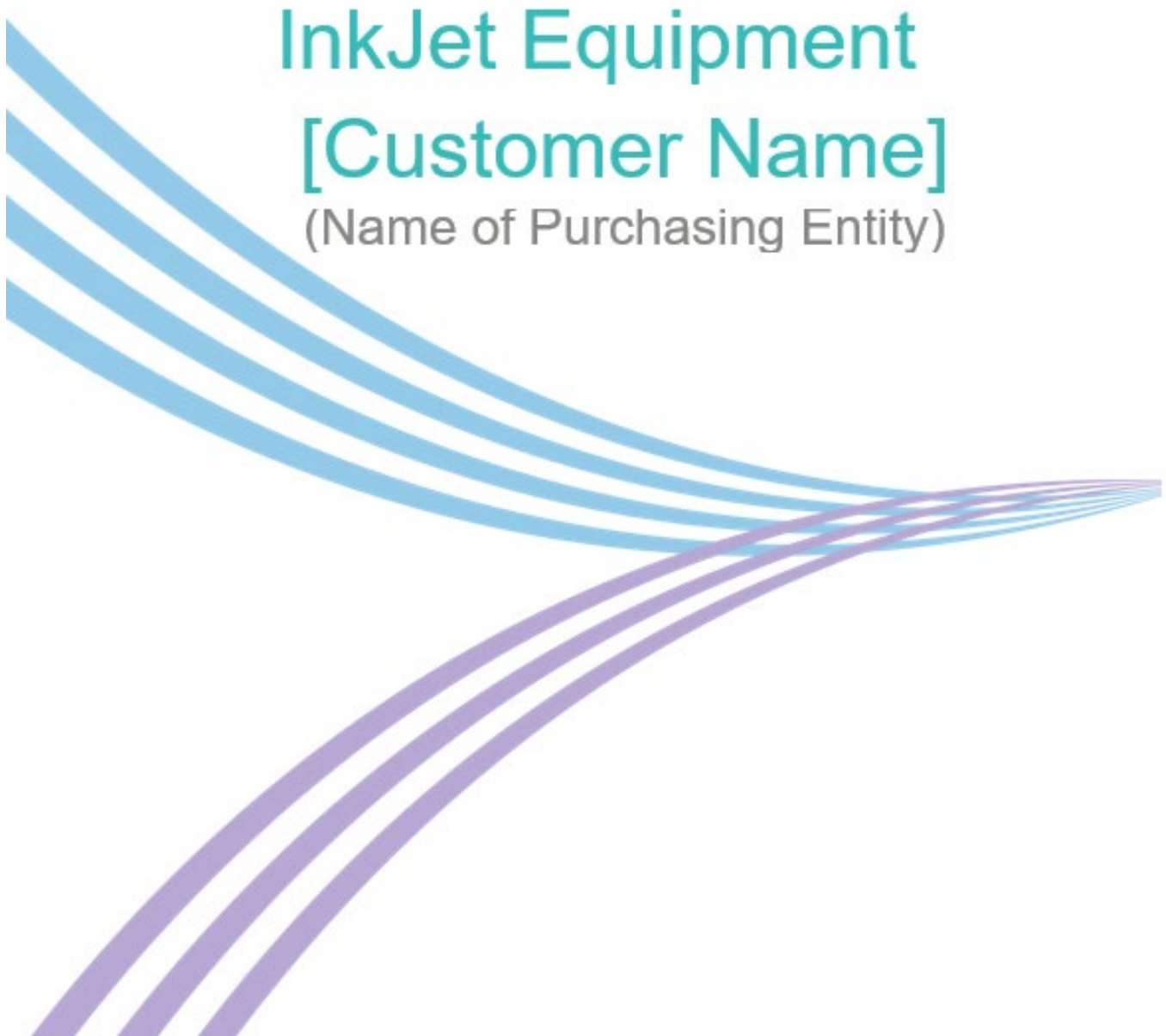
Customer Acceptance Sign-off

Account Support Team			
Baltoro HF Inkjet Press	S/N:		
Account Support Team	Sales Executive:		
Account Support Team	Professional Services Analyst:		
FreeFlow Print Server	S/N:		
Account Support Team	Service Representative:		
Account Support Team	Production Color Consultant:		
Pre and Post Equipment Configuration			
Equipment	Serial #	Equipment	Serial #
Implementation Activities			
Pre-Sales Activities		Owner	Completion Date
Customer Expectations Document signed by Customer		<u>Customer:</u> Decision Maker	
Installation Activities		Owner	Completion Date
Equipment delivered and installed by Xerox in accordance with the Customer Expectations Document ("CED")		<u>Xerox:</u> Service Representative	
Xerox Service Representative Signature:			
Training Activities		Owner	Completion Date
Customer operator and systems administration training activities completed according to the SOW by Xerox.		<u>Customer:</u> Trained Operators	
Xerox Production Color Consultant Signature:			
Customer Acceptance			
With my signature below, I hereby agree that my Baltoro HF Inkjet Printer has been delivered and installed, the training activities noted above have been completed, the solution implementation has been completed in accordance with the CED and the Statement of Work, and Golden Job reproduction as defined above in the Customer Acceptance Criteria have been met as of this date, and I approve the initiation of billing			
Customer Signature: (Decision Maker)	Date	Professional Services Analyst:	Date
Meter Readings for the Baltoro HF Inkjet Printer as of Customer Sign-off Date:			
Meter 1 (Color Impressions): _____		Meter 2 (Black Impressions): _____	
Meter 3 (Color Large Impressions): _____		Meter 4 (Black Large Impressions): _____	
Please report each meter digit displayed including two digits which are greyed out on the display.			
Please fax completed form to: SPA, Lewisville, Texas, Fax: 1-800-407-8430			

ATTACHMENT S, BALTORO SOW



Statement of Work
for
Baltoro Production
InkJet Equipment
[Customer Name]
(Name of Purchasing Entity)



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Statement of Work

1.1 Goals

This Statement of Work (this "SOW") outlines the professional services ("Professional Services") to be provided by Xerox Corporation ("Xerox") to the Purchasing Entity identified on the first page of this SOW ("you" or "Customer") and included in the transaction described in the applicable order-related documents ("Order") for the Xerox-brand Baltoro production inkjet solution (the "Solution" or the "System"). Professional Services activities are those performed by:

Xerox Project Management Resources:

- Implementation Plan
- Customer Acceptance Criteria

Xerox Professional Services Resources may include one or both of the following:

- Professional Services Analyst ("Xerox PSA")
- Production Color Consultant ("Xerox PCC")

1.2 Project Objective and Scope

- The scope of the Project is limited to the installation and implementation of the Solution in conjunction with, and supporting workflow included within this SOW ("Project").
- Initially agreed upon applications which have been tested and validated for production readiness by Customer and Xerox and which are outlined within Attachment R (Baltoro Customer Acceptance Form).

1.3 Xerox Deliverables and Expectations

1.3.1 Project Management

Xerox will conduct the necessary Project planning for periodic status reporting, issues management, and Project change management related to the installation of the Solution ("Project Management"). Project Management activities will continue from pre-install of the Solution to Acceptance and Sign-off as identified in this SOW.

Project Management support is provided for the implementation of the identified Solution within the Baltoro Order only; all other elements unrelated to the Baltoro Order are outside the scope of this SOW.

The Xerox Project Manager (the "Project Manager") will:

- Provide regular status and progress reports and will work with Customer's designated Project manager / focal point to follow-up and coordinate tasks assigned to Customer's personnel .
- Manage the core Project team to clearly define the Project's scope, goals and timelines.
- Monitor the life cycle for the Project and each sub-project.
- Develop and deploy a communication plan for the Solution.

- Manage and coordinate all activities required for successful implementation of the Solution, using tools and checklists provided to Customer.
- Create and provide a detailed implementation plan / timeline with dates and responsible parties (the "Implementation Plan").
- Provide coordination of delivery, installation and implementation of the Solution.
- Ensure Customer signs off at conclusion of Project and / or sub-projects.
- Monitor progress to ensure that application support activities are delivered as outlined in this SOW.
- Conduct a post-implementation steady state transition meeting.

1.3.2 Project Resources

Xerox will provide the individuals required to perform Xerox's responsibilities for the Project. Additional resources will be provided from relevant Xerox experts, as required.

1.3.3 Installation Planning

Xerox has provided Customer the Installation Planning Guide (the "IPG"). This document summarizes most technical requirements related to the physical installation of the Solution. In particular, Xerox will:

- Specify the infrastructure that Customer will need to make available for successful installation of the System.

Prior to installation, Customer will need to sign a HVAC Certificate and Floor Loading Certificate (signed by building owner) indicating that the facility meets or exceeds the specifications identified in those documents, which are included in the IPG.

1.3.4 Site Review

Prior to installation, a formal site review will be conducted. As part of the site review, Xerox will perform the following tasks for the Xerox-provided elements of the Solution:

- Arrange and participate in a review of the installation site as per requirements contained in the IPG.
- Provide consulting support for the site modification, including space, floor strength, environmental, electrical and networking requirements.
- Validate delivery path and coordinate delivery schedule dates.

1.3.5 Workflow Components

1.3.5.1 Golden Jobs

As part of the standard order process, Xerox has identified and tested up to three (3) golden jobs that are representative of Customer's jobs (the "Golden Jobs"). Xerox will request that Customer sign 3 sets of the Golden Jobs samples that show the print quality required.

Once the System is installed at Customer site, Xerox will run the same jobs again and request that Customer sign four (4) copies of the Golden Jobs printed on their System installed at Customer's facility in order to indicate that the print quality provided by the installed System meets or exceeds that of the original Golden Jobs printed prior to delivery / installation. Then, Customer will sign off on Attachment R (Baltoro Customer Acceptance Form) to indicate "Customer Acceptance."

Customer will keep copies of both printed sets of Golden Jobs for future comparative reference.

- Customer will ensure that the agreed-to production print-ready files and required resources for testing are made available during installation as per Project timelines. All print applications that are referenced in Attachment R (Baltoro Customer Acceptance Form) will be available prior to the signing of the Order.
- In addition to the standard stock and consumables required for installation, as defined in Attachment Q (Baltoro Customer Expectations Document), Customer will provide the following stocks that have been identified below for use during installation:
- [input Golden Job Media]

1.4 Activities

The Xerox PSA and/or Xerox PCC will provide on-site support for time periods designated below during first shift operations.

Consulting Support

During the installation process, the Xerox PSA will work with Customer as follows:

- Provide necessary consulting to support the integration of the Solution within the Customer's existing network environment.
- Aid in initial application migration within the implementation timeline of the Project.
- Reproduce Golden Jobs after installation on the System.

Workflow and Hardware Training

The Xerox PCC will provide training for up to four (4) operators, for up to one week delivered in a single session, that will include the use of FreeFlow Print Server and color adjustment tools included with the Solution, as well as the overall print quality management. Training also encompasses tasks and exercises designed to ensure proper use and maintenance of the Solution. Tasks can include, but are not limited to, cleaning and maintaining the printer, paper handling, print quality inspection, and printer safety.

Operator Coaching

After Customer Acceptance, the Xerox PCC will also provide coaching, for up to one week delivered in a single session, to the operators previously trained on workflow and hardware trained to further educate the trained operators on reinforcement of solution operability, color adjustments and maintenance while in live production. Tasks include reinforcement of previous tasks covered in training and may include, but are not limited to, cleaning and maintaining the printer, paper handling, print quality inspection and printer safety. Operators will be encouraged to reference their learning curriculum for reinforcement of appropriate procedures. Delivery timeframe for this activity will be scheduled between Customer and Xerox.

Additional Workflow or Hardware Training

Should Customer hire additional operators or require additional training for existing operators in the future and / or training that is beyond the scope and timeline identified above, such training will be at an additional cost to Customer and is not included in the pricing of the Order. Xerox offers a wide range of fee-based training services that are driven to meet the needs of Customer and can vary widely in terms of time, effort, and complexity. Customer is encouraged to work with its Xerox PSA to develop a custom training plan to meet such needs. Any customer training plan

and any additional training and quotes for such custom training plan or additional training will be provided outside of this SOW.

1.4.1 Service Enablement

The Xerox installation team (the "Installation Team") will resolve hardware and software issues related to installation of the System. Xerox will provide product specialists to place and assemble the Solution (a "Service Specialist"). In addition, local product-trained customer service engineers ("CSEs") will receive mentoring from corporate trained Xerox engineers while ensuring that all set-ups and adjustments are validated.

The goal of the strategy is to provide Customer with an exceptional install experience. The Service Specialist will assist the trained operators, the CSEs and Xerox PSA with near-site / on-site service support. To accomplish this goal, the Service Specialist will:

- Lead the Installation Team with the set up and installation of the Solution.
- Work with the CSEs to ensure they are able to complete service repairs, adjustments and set-ups.
- Facilitate resolution of any product problem / issue to product design intent.

All third party hardware and software support will be delivered by their respective vendors.

Client Responsibilities

2.1 Overview

In order to ensure a positive experience during the acquisition, planning, installation and acceptance period of the Solution, it is vital that Customer take on certain tasks and responsibilities. Customer agrees to:

- Designate a Project manager / focal point to follow-up and coordinate tasks required of Customer's personnel.
- Provide the necessary personnel to carry out all Customer-related actions and tasks for the Project, and to work with Xerox on joint actions and tasks.
- Allow access to the appropriate IT staff needed to enable Xerox to implement, configure and test the Solution in accordance with the agreed-upon requirements.
- Arrange for designated operators to attend the operator training sessions as scheduled in this Project.
- Provide the required infrastructure, including, but not limited to, floor space and utilities, to allow Xerox to implement, configure and test the Solution in accordance with the agreed-upon requirements and Project timelines.
- Provide the hardware, software and licenses for required critical workflow components and arrange for the installation of upgrades and updates of those components if required for the expected high performance of the Solution.
- Prepare and make available the required features, software licenses and system settings required in existing servers to integrate the Solution into Customer's current production workflow.

- Provide Xerox's Installation Team with access to the installation site as per install schedule; including the required arrangements for daily overtime and weekend work as mutually agreed by the Project Team.
- Be solely responsible for the security of its data, and for all back-up measures related to such data and all software, in Customer's environment, including on the System.
- Prepare and implement additional workflow procedures to best optimize the performance of the Solution.
- Prepare and implement all color management procedures and practices that are enabled by the system capabilities of the Solution. These procedures will be covered in operator training.
- Retain responsibility for ongoing data quality.
- Be responsible for deploying of all required processes and procedures of the Solution to its users, and managing the introduction of new working practices.
- Make available an external internet connection for mandatory Xerox remote service implementation. Specific information will be supplied in the IPG.
- Ensure Customer's production staff is responsible for reporting any problems and issues to the Xerox Welcome Center (1-800-821-2797). The Welcome Center will get you to a solution product specialist who will work with trained operators to provide immediate solutions or dispatch a local CSE as required.
- Provide production planning schedule information (e.g., jobs, volumes, ramp up, dates, etc.) as required.

Acceptance and Signoff

Upon completion of installation, final inspection of the Xerox Solution, completion of operator training, and successful achievement of the criteria outlined in Attachment R (Baltoro Customer Acceptance Form), the Customer will sign the "Customer Acceptance" portion of the document. Such signature indicates acceptance of the Solution, approves the initiation of billing, commencement of maintenance on the System, and signifies the System is in "production".

Signatures

I have reviewed this SOW, and understand and agree with the information included.

Purchasing Entity [Customer Name]

Name	Signature	Date
------	-----------	------

Xerox Professional Services Analyst

Name	Signature	Date
------	-----------	------