

NASPO ValuePoint
PARTICIPATING ADDENDUM



COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Master Agreement #: **140606**

MN CONTRACT ID#: **237615**

Contractor/Vendor: **XEROX CORPORATION**

Participating Entity: **STATE OF MINNESOTA**

The following products and services are included in this contract portfolio:

- Group C – Production Equipment
- Group E – Large/Wide Format Equipment
- Supplies
- Software
- Accessories for Discontinued Base Units

MASTER AGREEMENT TERMS AND CONDITIONS:

1. Scope: This Participating Addendum hereinafter “Participating Addendum” or Contract” covers the *Copiers and Managed Print Services* led by the State of Colorado for use by state agencies and other entities located in the Participating State of *Minnesota* authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official. This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on July 31, 2024, unless terminated sooner or otherwise amended in accordance with the terms set forth herein.
2. Participation: This NASPO ValuePoint Master Agreement (“Master Agreement”) may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Minnesota. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Rachael Jones Turner
Address:	5700 Warland Drive, Cypress, CA 90630
Telephone:	(818) 620-5163
Fax:	
Email:	Rachael.jones@xerox.com

Participating Entity

Name:	Erin McCormack, State of Minnesota
Address:	50 S Sherburne Ave. Saint Paul MN, 55155
Telephone:	651.201.3168
Fax:	
Email:	Erin.McCormack@state.mn.us

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

The Minnesota Terms and Conditions, which are attached as Exhibits B.1, B.2, and B.3 hereto and incorporated into the Contract, modify and supplement the Master Agreement.

5. Lease Terms: Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, and as negotiated by the Purchasing Entity. To the extent the Purchasing Entity wants the Terms and Conditions as set forth in the Master Agreement relating to leasing and rental to govern without entering into a separate lease (or rental) agreement and schedule, the Purchasing Entity may issue a Purchase Order ("PO") and reference the following on the PO: (1) "PO is subject to NASPO ValuePoint Master Agreement, Contract #140606, and the Participating Addendum Contract # 185768 (which can be accessed at: <https://www.naspovaluepoint.org/portfolio/copiers-managed-print->

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[services-2019-2024/](#); (2) Purchasing Entity Name, Address, Contact & Phone Number; (3) the type of lease (FMV, Straight, or \$1 Buyout) or rental; (4) itemized list of equipment and accessories; and (5) monthly payment amount. To the extent the Purchasing Entity wants a separate lease (or rental) agreement and schedule to govern instead, they may negotiate the appropriate documentation attached as Exhibit C to this Participating Addendum. In either case, and notwithstanding anything to the contrary in this Participating Addendum, in the event of a conflict between either (a)(i) the Terms and Conditions as set forth in the Master Agreement relating to leasing and rental, or (ii) the terms and conditions of the separate lease (or rental) agreement and schedule, and (b) the Terms and Conditions of this Contract, the applicable terms and conditions set forth in clause (a) above will supersede and control. To be clear, with respect to leases and rentals only, the termination for convenience provisions set forth in this Contract, and any other provision in this Contract that conflicts with the applicable terms and conditions set forth in clause (a) above will not control. Lessor may not materially change the Master Lease Agreement unless the change has been approved in writing by the State's Authorized Representative.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Minnesota Office of State Procurement, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 18-001 or this Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Minnesota Office of State Procurement.

All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and the Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor, and all contractual obligations shall remain with Contractor.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of lease or rental agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

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End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term, if Purchasing Entity received written notice as per the End of Term Notification requirements above. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged. The Purchasing Entity will make the Product available to Vendor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

6. Resellers: All contractors and resellers authorized in the State of *Minnesota* as shown on the Xerox dedicated website for the State of *Minnesota*, are approved to accept orders, and provide sales and service support on behalf of Xerox. In such cases, Xerox will perform all invoicing functions. To the extent Xerox separately approved a dealer to invoice on behalf of Xerox (as demonstrated on such website), such dealer is approved to invoice State of *Minnesota* participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

QUOTE AND INVOICE MUST CONTAIN AT A MINIMUM FOLLOWING INFORMATION, IF AVAILABLE:

- Customer name
- State Contract number
- Item description
- Item quantity
- List price
- Contract discount
- Price after discount

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following "(1) PO subject to NASPO ValuePoint Contract # 140606 & State Contract 237615 Contract Release C-1157(5); (2) Purchaser's, Address, Contact, & Phone-Number; (3) Purchase order amount; (4) Type of Order/procurement and, if applicable, monthly payment; (5) Itemized list of accessories, if applicable; (6) Service program and rates, if applicable; (7) SOW, if applicable."

8. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and

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allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) Business day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Per section 4.4.3.c.ii of the Master Agreement, Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

9. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:
- i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax machines;
 - iv) Overhead Projectors; and
 - v) Cameras.

NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be \$25,000. The State reserves the right to modify this limit during the life of the Participating Addendum. Based on the size, scope and complexity of the project, the State (Department of Administration, Office of State Procurement) reserves the right, on a case by case basis, to approve dollar limits exceeding \$25,000 per project.

10. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups C and E may be converted to a purchase, lease, or rental providing the following conditions are met:

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- a. The meter count on Group C and E Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
 - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates listed in the software tab in the price exhibit of the Master Agreement. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in an EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
12. Maintenance Service Agreements: Purchasing Entities are subject to the Contractor "Maintenance Agreement Terms and Conditions" provided in the Master Agreement as Attachment F (Xerox Maintenance Agreement Terms and Conditions).
13. Managed Print Services ("MPS") Agreement: Managed Print Services are not permitted under this agreement.
14. MPS Statement of Work Template: Managed Print Services are not permitted under this agreement.
15. Force Majeure - Neither party to this Participating Addendum will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond such party's reasonable control. Purchasing Entity's payment obligation will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Xerox is prevented from providing maintenance services due to the force majeure event. This payment obligation suspension will continue until the end of the force majeure event or until Xerox restores the equipment to operating condition. If payment obligation is suspended, the term of the Contract will be extended for a period equal to the Participating Entity's payment suspension upon execution of an amendment to the Contract.

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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of Minnesota	Xerox Corporation
Signature: DocuSigned by:  6005AE573CD4486...  DocuSigned by: Andy Doran 68D02A26D7604BA...	Signature: DocuSigned by:  80554C8D2B8D445...
Name: Matt Hassenstab Andy Doran	Name: Chaley Henderson
Title: Acquisition Management Specialist IT Acquisitions Supervisor	Title: Finance Director
Date: 10/11/2023 10/11/2023	Date: 10/10/2023

For questions on executing a participating addendum, please contact:
 NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]



LIST OF EXHIBITS TO THIS PARTICIPATING ADDENDUM

Exhibit A – Reserved

Exhibit B – State of Minnesota Terms and Conditions

Exhibit B.1 – Minnesota General Terms, Conditions, and Specifications

Exhibit B.2 – General Insurance Terms

Exhibit B.3 – Supplement 1

Sample Quote and Invoice

Exhibit C – Lease Terms and NASPO Supplemental Terms and Conditions

Attachment A – Xerox Lease Agreement Terms and Conditions

Attachment B - Xerox General Terms

Attachment C - Reserved

Attachment D - Xerox Purchase and Maintenance Terms and Conditions

Attachment E- Xerox Installment Sale Agreement Terms and Conditions

Attachment F- Xerox Maintenance Agreement Terms and Conditions

Attachment G - Reserved

Attachment H - Reserved

Attachment I - Xerox Print Services Agreement

Attachment J - Xerox Pool Plan Agreement Terms and Conditions

Attachment K - Xerox Software License Addendum

Attachment L - Versant Terms and Conditions – Additional Terms

Attachment M - Reserved

Attachment N - EULA Terms



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Minnesota Exhibit B.1

Minnesota General Terms, Conditions, and Specifications

1. **DEFINITIONS.** For purposes of this Minnesota Exhibit B.1, the following definitions apply:
 - a. **CPV Members.** The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.
 - b. **State Agencies.** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.012.
 - c. **Purchasing Entity.** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
 - d. **State and State of Minnesota.** These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum. These terms also apply to the State's Department of Information Technology Services (MNIT) when acting within its statutorily defined contracting capacity.
 - e. **Minnesota Department of Information Technology Services (MNIT).** Minnesota's Information Technology agency. MNIT is responsible for providing or entering into managed services contracts for the provision, improvement, and development of business application software and related technical support services and other information technology systems and services to Minnesota state agencies pursuant to Minnesota Statute section 16E.016(a).
 - f. **Contract Vendor and Contractor.** These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum. These terms have the same meaning as "Reseller" and "Contractor" as used in the NASPO ValuePoint Master Agreement.

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- g. Contract.** Contract is defined as the Minnesota Participating Addendum, which incorporates the terms of the NASPO ValuePoint Master Agreement.
- h. Master Agreement.** Master Agreement is defined as the corresponding NASPO ValuePoint Master Agreement between NASPO ValuePoint and the Contractor.
- 2. ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
- 3. CONTRACT USE.** This Contract is not exclusive and shall not be construed as guarantying a minimum or maximum amount of usage.
- 4. TERM OF PARTICIPATING ADDENDUM**
1. Effective date. August 1, 2023, or the date the State obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Participating Addendum (PA) until this PA is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work. Notification to Contractor from DocuSign that the PA has been executed will satisfy this notice requirement.
 2. Expiration date. July 31, 2024 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Participating Addendum may be extended for up to an additional 6 months, in increments as determined by the State, through a duly executed amendment.
- 5. INSURANCE.** Prior to execution of the Participating Addendum, the Contract Vendor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Participating Addendum. Contract Vendor shall meet the insurance requirements of the Master Agreement except where more specific or greater coverages are required by this Participating Addendum.
- 6. INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** In accordance with the Master Agreement, Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in

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addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

- 7. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
- 8. GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

- 9. GOVERNING LAW.** The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.
- 10. JURISDICTION AND VENUE.** The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with



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competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.

11. HUMAN RIGHTS/AFFIRMATIVE ACTION. The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

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- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- a. The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- f. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- g. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any

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contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

12. EQUAL PAY CERTIFICATION. If this Contract could be in excess of \$500,000, the Contract Vendor must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A Contract Vendor is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us. See Minnesota Exhibit D for more details and to complete Equal Pay Certification.

13. PAYMENT. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The Purchasing Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Purchasing Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Master Agreement and the ordering document and be accepted as satisfactory by the Purchasing Entity before payment will be issued. Per the Master Agreement, the Monthly Minimum Charge in an individual Order is not subject to dispute.

Conditions of Payment. The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State. The Contract Vendor will not receive payment for goods or services found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

14. PURCHASE ORDERS (PO). The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Participating Addendum. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Purchasing Entity's purchase order constitutes a binding contract. The parties may agree through a Statement of Work to apply additional order-specific invoicing procedures when appropriate for the type of service ordered.

15. PURCHASING CARDS. Contract Vendor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is \$5,000 on the purchasing card.

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- 16. TAXES.** Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to <http://www.revenue.state.mn.us> to learn about the applicable sales tax (search “Fact Sheet 142”). If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.
- 17. SHIPPING REQUIREMENTS.** All shipments shall be FOB Destination. Freight charges shall be prepaid and allowed unless otherwise stated in the NASPO ValuePoint Master Agreement.
- 18. DEFAULT.** All commodities and services furnished will be subject to the Master Agreement’s terms and conditions and requirements for inspection and acceptance by the Purchasing Entity after delivery. No substitutions or cancellations are permitted without approval of the Purchasing Entity. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Purchasing Entity to cancel the affected purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor provided Purchasing Entity notifies Vendor in writing of the specific performance failure and provides Vendor 30 days to correct the performance shortfall. In the event of uncured default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendor’s list, suspended or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
- 19. ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of this Participating Addendum any portion hereof or of any right, title, or interest herein without the prior written consent of the State’s Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State’s Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Participating Addendum. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Participating Addendum due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor’s right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.
- 20. INTELLECTUAL PROPERTY RIGHTS AND INTELLECTUAL PROPERTY INDEMNIFICATION.** **Applicable when Contract Vendor or an approved subcontractor is developing intellectual property for the State under a Statement of Work or Work Order.**
- (a) *Pre-Existing Intellectual Property Rights.* State and Contract Vendor shall each retain ownership of, and all rights, title, and interest in their own pre-existing intellectual property and all derivative works arising therefrom, subject to any license rights contained herein or

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otherwise executed between the parties. To the extent permitted by third party intellectual property rights, and subject to any license agreements executed between the parties, Contract Vendor grants to State an unlimited, royalty-free, paid up, perpetual, non-exclusive, irrevocable, non-transferable license to use and modify any of its pre-existing intellectual property or its ancillary or derivative works incorporated into any deliverable or otherwise delivered to the State, solely for use by the State, or State's contractors, for governmental purposes.

(b) *Intellectual property rights.* Except as set forth in Section 19(a), the State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contract Vendor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contract Vendor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contract Vendor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contract Vendor assigns all right, title, and interest it may have in the works and the documents to the State. The Contract Vendor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(c) *Obligations*

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contract Vendor, including its employees and subcontractors, in the performance of this Contract, the Contract Vendor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. The Contract Vendor must perform all , and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contract Vendor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contract Vendor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other

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persons or entities. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor.

(3) Notwithstanding any other indemnity obligation contained herein, the Contract Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contract Vendor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contract Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees.

21. PARTICIPATING ADDENDUM AMENDMENTS. Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

22. TERMINATION OF THE PARTICIPATING ADDENDUM. Unless an applicable remedy allows for shorter notice or immediate termination, the Participating Addendum or any related Statement of Work may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, as stated under the Master Agreement. If the State terminates the Contract for uncured default the Contract Vendor shall provide a pro-rated refund to the State for all prepaid but unused fees.

In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation, determined on a pro rata basis, only for work or services satisfactorily performed and accepted to the extent allowable by applicable law.

In the event of expiration, termination or cancellation of the Participating Addendum or Statement of Work for any reason the Contract Vendor shall, in accordance with the State's directions: (1) continue to provide any then-existing Services for as long as the State needs to transfer its data, software, security credentials including, but not limited to, any account root or access keys, and other assets to an alternate service or service provider; and/or (2) transfer the account with its existing IT environment and security credentials to the State or to a new third-party contract vendor of the State's choosing while minimizing service disruption. The Contract Vendor will be entitled to pro-rata payment at the pricing in effect prior to expiration, termination or cancellation of the Participating Addendum or Statement of Work for the continuing services for the period of time needed, subject to any other limitations within this Participating Addendum, the Master Agreement and other agreements between the State and the Contract Vendor.

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The Contract Vendor may request to cancel the Participating Addendum or any related Statement of Work but must receive written approval from the State. Any term or condition that allows the Contract Vendor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void.

The expiration or termination of this Participating Addendum or any related Statement of Work by either Party will not affect the in place Orders or any other agreement with Vendor each of which will remain in full force and effect until the end of its Term.

23. ADMINISTRATIVE PERSONNEL CHANGES. After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.

24. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Contract without the prior written consent of the State's Assistant Director or designee of the Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

25. AMERICANS WITH DISABILITIES ACT (ADA). Products provided under the Contract must comply with the requirements of the Americans With Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.

26. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;



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- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

27. USAGE REPORT. The Contract Vendor is required to furnish usage data to the State's Authorized Representative on a quarterly basis based on the state fiscal year which begins on July 1. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The report on the Contract usage must consist of the total dollars expended by both State Agencies and CPV members. Failure to provide these reports may result in Contract cancellation. The State may request additional periodic or ad-hoc reports as necessary.

28. MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Office of State Procurement, a fee of 1% (.01 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Participating Addendum. The administrative fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The Contract Vendor must provide a report detailing the total sales to State Agencies and CPV Members. The report must be submitted with the check on or before the required 30 days after the end of the quarter to the address below. Payment may also be submitted through Automated Clearing House (ACH). Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement
 112 Administration Building
 50 Sherburne Avenue
 St. Paul, MN 55155

29. SEVERABILITY. If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.

30. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE. In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank



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routing information to the Minnesota Department of Finance to enable payments to be made through EFT.

31. COPYRIGHT. The Contract Vendor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of the Contract.

32. SURVIVABILITY. The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.

33. IT ACCESSIBILITY STANDARDS.

The State of Minnesota (Executive branch state agencies) has developed [IT Accessibility Standards](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf) effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Contract, the Contract Vendor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Contract Vendor agrees to provide alternative solutions upon request at no additional charge to the State.

The responder should complete Exhibit A (VPAT for Section 508) and Exhibit B (VPAT for WCAG 2.0) attached herein for all software, hardware, and the website (as applicable) as proposed in response to the RFP. For systems with multiple interfaces (such as an admin and user interface), complete a WCAG VPAT for each interface. These documents may be scored according to the RFP evaluation.

Responders are encouraged to reference the "[Vendor VPAT Guidance](http://mn.gov/mnit/programs/accessibility/it-procurement.jsp)" in the "Products" tab at <http://mn.gov/mnit/programs/accessibility/it-procurement.jsp> for information and instructions on completing the VPATs.

34. E-VERIFY CERTIFICATION. For services in excess of \$50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes

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Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on OSP website www.mmd.admin.state.mn.us.

All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

35. HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

36. SUBCONTRACTOR PAYMENT (When Applicable). In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.

The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier for undisputed services. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

The obligation to make payments to a subcontractor or supplier resides with the contract vendor. Failure to make a payment on time may result in breach of this agreement.

37. CERTIFICATION OF NONDISCRIMINATION (IN ACCORDANCE WITH MINN. STAT. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to

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deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

- 38. TAXPAYER IDENTIFICATION:** The Contract Vendor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at <http://www.mmb.state.mn.us/vendorresources>.
- 39. STATE'S NON-INDEMNIFICATION.** Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contract Vendor, Contract Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of this Participating Addendum, and to all terms subsequently added, without regard to order of precedence.
- 40. AUDIT COSTS.** If the State is required to pay Contract Vendor's audit and collection costs, and/or attorney's fees, the State is only required to pay such costs and/or fees up to an aggregate of \$5,000.
- 41. NO AUTOMATIC RENEWALS.** The State does not agree to any automatic renewals which require the payment of additional fees.
- 42. NO MANDATORY MEDIATION OR ARBITRATION.** Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law.
- 43. TERMS AND CONDITIONS LIMITED BY MINNESOTA LAW.** The State only agrees to the terms and conditions of the Contract to the extent permitted by Minnesota law.
- 44. STATE'S RIGHTS AND REMEDIES CUMULATIVE.** All rights and remedies provided in the Contract are cumulative and not exclusive of any other rights or remedies that may be available to the State, whether provided by law, equity, statute or otherwise.
- 45. CONTRACT VENDOR DISCLAIMERS OF WARRANTIES INVALID.** Except for Purchasing Entity's negligence, any term or condition that excludes, disclaims, or limits a Contract Vendor warranty is null and void.
- 46. DATA DISCLOSURE.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contract Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

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47. DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES, OR POLITICAL SUBDIVISIONS

Contract Vendor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contract Vendor's certification is a material representation upon which the Contract award was based. Contract Vendor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

48. PROFESSIONAL/TECHNICAL (P/T) SERVICES

For eligible Minnesota state agencies utilizing this contract, Professional/Technical Services **must** be within the scope of services available through the Master Agreement.

49. RETAINAGE. Under Minn. Stat. § 16C.08, subd. 2 (10), for Professional and Technical services performed under the terms of this Contract, no more than 90 percent of the amount due for those Professional and Technical Services may be paid until the final product has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contract Vendor has satisfactorily fulfilled those Professional and Technical Services.

50. FEDERAL FUNDS. Payments under this Contract may be made from federal funds obtained by the State. The Contract Vendor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

51. ORGANIZATIONAL CONFLICTS OF INTEREST

To the best of Contract Vendor's knowledge, execution and performance of this Contract does not give rise to a Conflict of Interest (as defined below). Each party agrees to promptly notify the other if, at any time during the term of this agreement, either party becomes aware that it has an actual or potential conflict of interest, including any relationship that may impair the party's objectivity or ability to perform its obligations hereunder (a "Conflict of Interest"). Upon such notice, the parties will meet and engage in good faith negotiations to resolve the alleged or potential conflict in accordance with the dispute resolution provision set forth in Section 10 of the Master Agreement ("Defaults and Remedies"). If the parties are unable to resolve the conflict after a reasonable time, the parties may mutually agree to terminate this Addendum in accordance with Section 7 of the Master Agreement ("Cancellation").

52. REIMBURSEMENT OF PROFESSIONAL SERVICES

In addition to the terms and conditions set forth in the Master Agreement the parties hereby agree to insert the following sentences at the end of such subsection :

"Reimbursement of expenses related to the Provision of Professional Services, if any, shall be in accordance with the terms and conditions of the relevant Order and/or exhibit thereunder. In the event that the relevant Ordering Document does not include specific amounts or caps on expenses, the applicable Purchasing Entity shall not be

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liable to pay any expenses not explicitly agreed to in writing prior to the expenses being incurred.”

53. CAUSE OF ACTION

Except for actions for nonpayment or breach of Contract Vendor’s proprietary rights, no action, regardless of form, arising out of or relating to this Addendum may be brought more than six years after the cause of action has accrued.

54. IMMIGRATION STATUS CERTIFICATION

Contract Vendor agrees to comply with the Immigration Reform and Control Act of 1986 (“IRCA”) in relation to all employees performing work in the United States. Contract Vendor does not knowingly employ person in violation of the United States immigration laws. As of the date of this Addendum, Contract Vendor has implemented the E-Verify program for all newly hired U.S.-based employees who will perform work on this Addendum in the United States. In connection with orders of Professional Services under this Addendum, Contract Vendor will include this clause or a substantially equivalent clause in all of its subcontracts issued under this Addendum and shall obtain the State of Minnesota-Immigration Status Certification from all subcontractors performing services under this Addendum and maintain such certifications for inspection by the Participating State if such inspection is requested by the Participating State. If Contract Vendor is not in compliance with this section and has not cured its non-compliance within 30 days of written specification of such non-compliance from the Participating State, the Participating State reserves the right to determine what action it may take, including but not limited to terminating this Addendum (in accordance with Section 10 of the Master Agreement) and/or suspending or debarring Contract Vendor from state purchasing in accordance with and subject to Minnesota law.

55. QUOTES – MINIMUM CONTENT. The content specified in Section 3.3.2 (Minimum Invoice Requirements) of SECTION 2-B (Pricing Document) of the Master Agreement shall be placed by Contract Vendor on all **Quotes** submitted to the State, except for content that is clearly unknown at this stage (e.g., customer PO number).

Contract Vendor shall directly provide specific discount information to the Purchasing Entity if not provided in a quote.

In addition to any other information required by the Master Agreement the subsequent invoice shall contain the final quantities, final pricing and the final term dates for subscription products and services.

To the extent not already required by the Master Agreement, Contract Vendor shall include the following on each Quote provided to the State, if available:

- a. Product description including part number and license/product type (e.g., SaaS Subscription, Cloud Hosting Fee, Term License, Maintenance and Support, and Installation Services) in a format compatible with the Online Catalog;
- b. To the extent known and applicable, the start and end dates of subscription license terms, maintenance and support terms, etc. If dates are to be determined, for example

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for new subscriptions, it should be made clear that any dates are estimates pending issuance of a Purchase Order from the State. Indicate “none” or “not applicable” if the product is not sold on a subscription or fixed term basis;

- c. Quote-specific contact name, email address and telephone number;
- d. Quote date, expiration date and quote number. If the quote is re-issued or modified at a later date, the new quote shall include the date of revision and/or a new number such that each quote can be uniquely referenced;
- e. A clear reference that the products and services in the quote are being quoted under the terms of this Participating Addendum (including the State’s contract number) and/or the State’s Contract Release that incorporates this Participating Addendum;
- f. When known, reference to applicable terms and conditions between the State and the Vendor;
- g. Notes as needed to clarify the terms of the offer, provided that such notes are not in conflict with the Contract or with an agreement between the State and the Vendor.

56. LICENSING AND RELATED TERMS AND CONDITIONS. Contractor is prohibited from including web links or other references to a Software Publisher’s licensing, maintenance, support, hosting, or other terms and conditions on its quote documents or in attachments thereto unless (1) the reference is to a specific agreement that has been executed between the State and the Software Publisher, or (2) the reference is to an agreement that Contractor has negotiated with the Software Publisher, Distributor and/or other party under the terms of the Master Agreement and that the State accepts in writing from a person with appropriate signature authority. Notwithstanding anything to the contrary and in accordance with Section 3.5 of SECTION 2-C of the Master Agreement, the State does not agree to any Software Publisher term or condition whether in a Reseller document or presented in a click-through or similar format that is in conflict with this Contract, the Master Agreement, an agreement between the State and the Software Publisher, or Minnesota Law. No Software Publisher or Contractor term or condition shall be constructed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Participating Addendum or afforded to the State by Minnesota law.

57. PERFORMANCE

Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Services will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Services provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Services), The State and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed. The following requirements shall also apply:

1. Failure to Perform

If Contractor fails to complete any deliverable, then Contractor shall:



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- 1.1 Promptly perform a root-cause analysis to identify the cause of such failure;
- 1.2 Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;
- 1.3 Provide the State with a report detailing the cause of, and procedure for correcting, such Master Agreement failure; and
- 1.4 If appropriate under the circumstances, take action to avoid such failure in the future.

2. Root-Cause Analysis

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The State shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate by the State, if the remediation steps impact State assets or operational processes.

58. COMPENSATION

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. Pending resolution, the State is expected to pay all undisputed amounts, including the Monthly Minimum Charge which is not subject to dispute at any time. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract

59. CONTRACTOR PERFORMANCE REPORTS

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

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60. CONTRACT REVIEWS

Contractor shall cooperate with the State and provide reports as required under Section 2.5.7 of SECTION 2-A of the Master Agreement. Upon approval by the State's Procurement Office, an individual State agency or CPV may make requests for similar reports and Contractor shall provide an equivalent report, specific to the purchases made by that agency or CPV.

63. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services back-office contract administration, or customer support services that are incidental to the performance of the contract and are performed by Vendor and/or its affiliates from locations outside the United States. This provision applies to work performed by subcontractors at all tiers.

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Exhibit B.2

GENERAL INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor) shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contract Vendor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

NOTICE TO INSURER:

The Contract Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACT VENDOR:

The Contract Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contract Vendor's performance under this Contract.

If Contract Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contract Vendor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contract Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be



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domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contract Vendor's Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

Statutory Compensation Coverage. Except as provided below, Contract Vendor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contract Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B – Employer's Liability

\$100,000 Bodily Injury by Disease per Employee

\$500,000 Bodily Injury by Disease Aggregate

\$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contract Vendor from Workers' Compensation insurance or if the Contract Vendor has no employees in the State of Minnesota, the Contract Vendor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor becomes eligible for Workers' Compensation, the Contract Vendor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

2. Automobile Liability Insurance:

The Contract Vendor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contract Vendor will require the subcontractor to maintain Automobile Liability insurance.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

B. Coverages:

Owned Automobile

Non-owned Automobile

Hired Automobile

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Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

3. General Liability Insurance:

The Contract Vendor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contract Vendor or by a subcontractor or by anyone directly or indirectly employed by the Contract Vendor under the Contract.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

Premises and Operations Bodily Injury and Property Damage

Personal & Advertising Injury

Blanket Contractual

Products and Completed Operations

State of Minnesota named as an Additional Insured

4. Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

Per the above requirement, Vendor hereby requests the State's approval to the following higher desired deductible:

- Workers Compensation \$1m
- General Liability \$2m
- Auto Liability \$5m
- Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability \$10m (technically the \$10m is a self-insured retention not a deductible).

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The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

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Exhibit B.3: Supplement 1

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Sample Quote and Invoice

				
Customer Information	Direct Inquiries and Correspondence To: XEROX CORPORATION P.O. BOX 660502 DALLAS, TX 75266-0502 Telephone: 888-435-6333 www.xerox.com/esupportCentre	THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200	For Address Corrections, Please see the reverse side of your original invoice INVOICE FOR THE MONTHLY PAYMENT ON YOUR XEROX LEASE AGREEMENT. XXXXX COPIER SERIAL NUMBER XXXXXXXXX Purchase Order Number XXXXXXXXX Special Reference * Contract Number XXXXXX Terms and Conditions of Payment PAYABLE ON RECEIPT	
	Ship To/Installed At MINNCOR INDUSTRIES MINNESOTA DEPT 1010 LAKESHORE DR MOOSE LAKE MN 55767	Bill To: MINNCOR INDUSTRIES 2420 LONG LAKE RD SAINT PAUL MN 55113-2534	Invoice Date XX/XX/XXXX Invoice Number XXXXXXXXX Customer Number XXXXXXXX	
	MONTHLY PAYMENT \$XXX.XX TOTAL PAYMENT DUE \$XXX.XX			
	DUPLICATE INVOICE INVOICE XX OF YOUR XX MONTH CONTRACT			
	Please detach the payment portion and return with your remittance			
	Payment	Ship To/Installed At MINNCOR INDUSTRIES MINNESOTA DEPT 1010 LAKESHORE DR MOOSE LAKE MN 55767	Bill To: MINNCOR INDUSTRIES 2420 LONG LAKE RD SAINT PAUL MN 55113-2534	When Paying By Mail Send Payment To: XEROX CORPORATION P.O. BOX 802555 CHICAGO IL 60680-2555
		For Xerox Use Only		PLEASE PAY THIS AMOUNT-> \$XXX.XX
		XXXXXXXX XXXXXXXX XXXXXXXX DATE		

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Lease Pricing PROPOSAL

Presented to MINCOR

By Chicago Tech Cot

On 10/6/2023

NASPO #140606

State or Local Government Negotiated ~~Contract~~ 072XXXXX

Solution					
Item	Product Description	Agreement Information		Trade Information	Requested Incall Date
1)	Lease Term:	X months	-	DATE
		Purchase Option:	FMV		
2)	Lease Term:	xx months	-	DATE
		Purchase Option:	FMV		

All information in this proposal is considered confidential and is for the sole use of MINCOR. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 11/5/2023.

For any questions, please contact me at (630)771-2600



NASPO ValuePoint
PARTICIPATING ADDENDUM



COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Lease Pricing PROPOSAL → **XEROX**

Presented to MINCOR
By Chicago Tech Cot
On 10/6/2023
NASPO #140606
State or Local Government Negotiated Contract: 072XXXXX

Item	Product Description	Agreement Information	Trade Information	Requested Inbill Date
1		Lease Term: X months Purchase Option: FMV		DATE
2		Lease Term: xx months Purchase Option: FMV		DATE

All information in this proposal is considered confidential and is for the sole use of MINCOR. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 11/6/2023.
For any questions, please contact me at (630)771-2600

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PARTICIPATING ADDENDUM



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Exhibit C – Lease Terms and NASPO Supplemental Terms and Conditions

**Exhibit C – Xerox Lease Agreement
and
Supplemental Terms and Conditions**

ATTACHMENT A, XEROX LEASE AGREEMENT TERMS AND CONDITIONS

1. LEASE TERM. This Agreement shall be effective from _____ to _____, unless sooner terminated by either party as set forth in this Agreement in paragraph 7.
2. DEFINITIONS. "Purchasing Entity/" means a city, county, district, institution of higher education, and some non-profits who issue a lease order under the NASPO ValuePoint contract. "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 equipment ("Equipment"), Software and supplies 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 Customer 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 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. 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 Data Access, or if Remote Data Access 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 term for a lease Order shall commence upon acceptance of the Equipment; provided, however, for "Customer-installable" 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 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 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. Equipment prices include standard delivery charges and, for Xerox owned Equipment, standard removal charges. Charges for non-standard delivery, excessive installation requirements, including riggings access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the

State of Minnesota NASPO Participating Addendum – Exhibit C –

signature of any Order and shall be based on the actual expenditures of Xerox or Authorized Dealer and for any Equipment relocation are the Purchasing Entity's responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

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, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE: (i) at the end of the lease 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 at the lease term's conclusion ["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 NASPO ValuePoint 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 (45 days after date of invoice), or (2) you breach any other obligation in this with Xerox as stated under the NASPO ValuePoint 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 NASPO ValuePoint 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:

14. 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.
15. 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.
16. 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 the Purchasing Entity upon delivery and for Equipment designated as "Customer Installable," on the Equipment delivery date. The Purchasing Entity will keep the Products and Third-Party Products insured against loss or damage and the policy will name Xerox as a loss payee.

ATTACHMENT B, XEROX GENERAL TERMS

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. If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. 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, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. upon expiration of this Agreement, Customer 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" means the period commencing 90 days after installation of the Equipment to 18 months after installation of the Equipment. For the Guarantee Period, 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 Purchasing 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 (the "Equipment Guarantee"). This Equipment Guarantee applies only to Equipment that has been (a) continuously maintained by Xerox per a contract with Xerox, and (b) operated at all times in accordance with the CED or Documentation. The Equipment Guarantee does not apply to certain Equipment, which models shall be identified in your applicable order-related documents. Except as otherwise stated in an order-related document, this Equipment Guarantee replaces and supersedes any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above,
5. 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.\
6. 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.
7. 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. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment or take any other action inconsistent with your role as lessee of the Equipment.
8. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.
9. 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. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code

State of Minnesota NASPO Participating Addendum – Exhibit C –

data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

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 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

ATTACHMENT D, XEROX PURCHASE AND MAINTENANCE AGREEMENT TERMS AND CONDITIONS

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. **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 gull 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. 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 Consumable Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer 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. **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 Customer 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 vendors 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 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. 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 Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as 'No Svc.', you may 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:

4. **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.
5. **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.
6. **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.

State of Minnesota NASPO Participating Addendum – Exhibit C –

7. 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 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 NASPO ValuePoint Master Agreement will apply.

ATTACHMENT E, XEROX INSTALLMENT SALE AGREEMENT TERMS AND CONDITIONS

1. **PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the 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. **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 "Phased, 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. 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. Consumable Supplies are furnished with recycling information. Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. upon expiration of this Agreement, Customer 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. **MAINTENANCE SERVICES.** This Section applies only if Customer has contracted with Xerox for the provision of Maintenance Services. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment 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 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. 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 to comply with Xerox's published specifications; (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 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. If meter reads are a component of your 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 Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

PRICING PLAN/OFFERING SELECTED:

4. **COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. Time periods applicable for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) acceptance of Xerox-installable Equipment. If Xerox is providing Maintenance Services for the Equipment, the initial Term for Maintenance Services will expire on the final day of the last full calendar month identified on the face of this Agreement.
5. **PAYMENT.** If the invoice displays a due date, payment must be received by Xerox on or before the due date. 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.
6. **PREPAYMENT.** You may prepay the remaining principal balance on the installment purchase of Equipment, thereby eliminating future finance charges.
7. **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. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.
8. **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 from date of invoice), or (2) you breach any other obligation in this agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), require immediate payment of all amounts due and payment of early termination fees as described in the NASPO ValuePoint Master Agreement.

State of Minnesota NASPO Participating Addendum – Exhibit C –

9. TRADE-IN EQUIPMENT. You warrant that you have 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. You will maintain the Trade- In Equipment at its present site and in substantially its present condition until removed by Xerox. You 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.

ATTACHMENT F, XEROX MAINTENANCE AGREEMENT TERMS AND CONDITIONS

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 set forth in the table entitled "Maintenance Pricing*" and/or in the table entitled "Third Party Products/Services" ("Third Party Hardware") and/or third-party software ("Third Party Software") and/or third-party hosted service product "Third Party Software as a Service" ("Third Party SaaS") Identified in this Agreement.
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 "Phased", 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. 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 Consumable Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer 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. **MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as 'No Svc.', Xerox (or a designated service) will keep the Equipment and/or Third-Party Hardware in good working order ('Maintenance Services'). The provision of Maintenance Services is contingent upon Customer 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 to 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 vendors 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 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. 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 Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly. For Third Party Hardware identified as "No Svc.", you may 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:

4. **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.
5. **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 debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce your obligations.
6. **TAXES.** You 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 taxes on Xerox income.
7. **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 NASPO ValuePoint Master Agreement will apply.

ATTACHMENT G

RESERVED

ATTACHMENT H

RESERVED

ATTACHMENT I, XEROX PRINT SERVICES AGREEMENT

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 or 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 30 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 45 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 Tool's"), 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 click wrap 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. If a court finds any terms 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.

ATTACHMENT J, XEROX POOL PLAN AGREEMENT TERMS AND CONDITIONS

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. If a customer elects to pool all of its volume, the average rate will be a blended average rate therefore individually some units may vary from the master.
 - 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 (30) 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 blended rate based on 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:
 - A. All Maintenance and Rental Agreements may be charged per the Master Agreement rates however the average click rate will be based on the blended click rate of all the equipment under the Agreement.
 - B. 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
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 K, XEROX SOFTWARE LICENSE ADDENDUM

AGREEMENT ADDENDUM ('Addendum') amends the Type (e.g., Lease, Purchase, Agreement between the [Customer Name] ("Customer" or "you") and Xerox Corporation ('Xerox') identified by agreement number WS [insert worksheet number (the "Agreement").

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 non-exclusive 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, provide service bureau use, or use the MCR for supporting any other parts 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 rights not granted, including without limitation, the rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve the 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 LICENSES 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 of a person or 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, 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. 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 Make-ready ('FFCM') contains the optional Copyright Clearance Center, Inc. (CCC) copyright licensing services feature of FFCM CCC Service'. this option 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/opensource-disclosures/file->

redirect/enus.html?&contentID=1336023. 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 be 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. d The FreeFlow Base Software contains the Windows Update feature that allows you to access Updates directly through the Microsoft Corp Windows Update server If you elect to activate this feature, any Updates installed by using Windows Update feature may not function on the Equipment or may cause malfunctions, cause harm to the Equipment. Before you download an 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 oi such Windows Update e. No High Risk Use. WARNING The Windows Embedded 7 S:andatd 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-or distribute, or sublicense (he 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 thus Addendum have the meaning provided for them in the Agreement. Except as set forth above, the Agreement continues in fun force and effect. the event of a conflict between the terms of the Agreement and this Addendum this Addendum controls.

CUSTOMER'S NAME

By: _____
Name: _____
Title: _____
Date: _____

XEROX CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT L, VERSANT TERMS AND CONDITIONS

Additional Terms — Versant Products (Applicable to Lease, Rental and Purchase Transactions)

1. **EXTRA LONG PRINTS.** The following Equipment model(s), VI BOP may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491 mm. 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 491 mm, up to and including 661 mm, 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 661 mm, 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).
2. **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.
 - 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 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/suppowopen•source-disclosures/fileredirect/>
 - 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 faulttolerant. 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.

ATTACHMENT M

RESERVED

ATTACHMENT N

XEROX END USER LICENSE AGREEMENTS



EULA_Kofax AS and
OM EULA.pdf



EULA_Cleo EULA.pdf



DOCUSHARE
EULA_OK.docx



EULA_Y Soft EULA.pdf



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