

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

THIS SERVICES AGREEMENT NO. 7180103 is between Xerox Corporation (“Xerox”), a New York corporation with offices at 201 Merritt 7, Norwalk, CT 06856 and Texas Health and Human Services Commission (“HHSC” or “Customer”), an administrative agency within the executive branch of the state of Texas with offices at 4900 N. Lamar Blvd., Austin, Texas 78751. Xerox and Customer may be referred in this Services Agreement individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into Managed Services Agreement (MSA) denominated as “HHSC # 529-08-29393” on December 6, 2007 utilizing DIR Contact No. DIR-SDD-497 and the Customer placed multiple Managed Services Orders (MSOs) during the term of the MSA (herein after referred to as “Legacy Orders”);

WHEREAS, DIR entered into DIR Contract No. DIR-CPO-4412 with Xerox effective July 8, 2019;

WHEREAS, DIR entered into Bulk Purchase Initiative No. BP2020-021 with Xerox effective January 1, 2020 through August 31, 2020;

WHEREAS, Customer desires to utilize Bulk Purchase Initiative No. BP2020-21 and DIR Contract No. DIR-CPO-4412 to purchase managed print services; and

WHEREAS, Customer also desires to utilize Bulk Purchase Initiative No. BP2020-21 to enter into a new Services Agreement whereby the Legacy Orders from the expiring MSA No. HHSC # 529-08-29393 are governed by DIR Contract No. DIR-CPO-4412, Bulk Purchase Initiative No. BP2020-21, and this Services Agreement.

AGREEMENT STRUCTURE

This Services Agreement serves as an agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to Customer. For purposes of this Services Agreement, HHSC is the customer. HHSC oversees operations of the entire Health and Human Services System in Texas (HHS System) and, as authorized by applicable statute, provides administrative support to certain state agencies.

The following documents, including amendments thereto, are incorporated by reference and made part of this Service Agreement for all purposes:

- Attachment 1: Data Use Agreement
- Attachment 2: Pool Plan Agreement
- Attachment 3: Intelligent Workplace Services Statement of Work No. 7180103-001

For the avoidance of doubt, Attachments 1-3 to this Services Agreement may only be amended by written agreement executed by both Parties.

In the event of any conflict between the documents, DIR Contract No. DIR-CPO-4412 will prevail. The Parties recognize that there could be conflicts, contradictions or ambiguities raised in particular circumstances between the transaction documents. The terms and conditions of this Services Agreement may not weaken or diminish any terms and conditions in the DIR Contract No. DIR-CPO-4412; to the extent that the DIR Contract provides more favorable terms to Customer or imposes more rigorous obligations on Xerox, the DIR Contract supersedes and controls over this Services Agreement.

This Services Agreement is grouped into Modules. The “GEN” Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order. The terms and conditions of Attachments 1-3 apply to all Modules, as applicable, notwithstanding any provisions to this Services Agreement to the contrary.

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

DEFINITIONS MODULE

DEF 1. – DEFINITIONS

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

- a. **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- b. **Services Agreement** means this Services Agreement. This Services Agreement may also be referred to in ordering and contracting documents as a "Services and Solutions Agreement" or "SSA."
- c. **Amortized Services** means certain services such as technical services and training, the Charges for which are amortized over the term of an Order.
- d. **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.
- e. **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.
- f. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- g. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Services Agreement.
- h. **Confidential Information** means information identified as confidential and provided by the disclosing party to the receiving party.
- i. **Consumable Supplies** means black toner (excluding highlight color toner), black developer, copy Cartridges, staples for equipment with a stapling feature, and, if applicable, fuser agent required to make impressions. For full color Equipment, Consumable Supplies also includes color toner and developer. For Equipment identified as "Phaser," Consumable Supplies also may include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and highlight color toner.
- j. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, work space, facilities, services and other assets owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and Existing Software) that Customer makes available to Xerox to enable Xerox to fulfill its obligations under an Order.
- k. **Customer Confidential Information** means Confidential Information belonging to Customer and includes, without limitation, Customer Content and Private Information.
- l. **Customer Content** means documents, materials or information that Customer provides in hard copy or electronic format to Xerox, containing information about Customer or its clients, in order for Xerox to provide Services, Maintenance Services, or Products.
- m. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.
- n. **Customer Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Customer as of the Effective Date or that may be created by Customer after the Effective Date, excluding Xerox Confidential Information.
- o. **Data** means data that the Xerox Tools and Xerox Client Tools automatically collect from all Equipment and Third Party Hardware that appears on Customer's network, or that are locally connected to another device on Customer's network, when such Tools are installed on Customer's network. Examples of Data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data.

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

- p. **Date of Installation** means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date. For purposes of this provision, Customer will provide Xerox written notice of non-acceptance within ten business days of Equipment delivery, otherwise the Equipment will be deemed accepted on the delivery date.
- q. **Description of Services or DOS** means a document attached to an Order which references the applicable Services Contract number and specifies the Products and/or Services provided under such Order.
- r. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- s. **DIR Contract** means the master contract, DIR Contract No. DIR-CPO-4412, entered into between Xerox and the Texas Department of Information Resources ("DIR"), including appendices, into which this Services Agreement is incorporated.
- t. **Documentation** means all manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services.
- u. **Effective Date** means the date this Services Agreement is signed by Xerox.
- v. **Equipment** means Xerox-brand equipment.
- w. **Excluded Taxes** means (i) taxes on Xerox's income, capital, and employment, (ii) taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Services Agreement.
- x. **Existing Equipment** means devices which are leased, rented or owned by the Customer outside of this Services Agreement, which are used to provide Services, and which remain subject to the terms and conditions of the agreements under which they were originally acquired.
- y. **Existing Software** means software licensed by the Customer outside of this Services Agreement and which is used to provide the Services and which remains subject to the terms and conditions of the agreements under which it was originally acquired.
- z. **Feature Releases** means new releases of Software that include new content or functionality.
- aa. **Force Majeure Event** as defined in accordance to Appendix A, Section 11C of DIR Contract No. DIR-CPO-4412.
- bb. **Funds** means collectively Amortized Services and Third Party Funds.
- cc. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as "Maintenance Releases" or "Updates."
- dd. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- ee. **Module** means a specific set of terms and conditions contained in this Services Agreement that is identified as a "Module." The Modules under this Services Agreement are the DEF, GEN, SVC, EQP, EP, MS and SW Modules.
- ff. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items are billed separately from the MMC.
- gg. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services,

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Services Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Services Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

- hh. Output of Services means electronic images created by scanning tangible documents containing Customer Content, all full or partial copies (tangible and intangible) of Customer Content, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) created by Xerox and delivered to Customer under an Order, but shall not include Third Party Software, or Xerox Intellectual Property.
- ii. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- jj. **Private Information** means Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Non-Public Personal Information ("NPI") as defined by the Gramm-Leach Bliley Act ("GLBA") and equivalent categories of protected health and financial information under applicable state Privacy Laws.
- kk. **Products** means Software, Equipment, Third Party Products and/or Consumable Supplies supplied by Xerox and provided to Customer pursuant to an Order.
- ll. **Purchase Order or PO** shall have the meaning set forth within the DIR Contract No. DIR-CPO-4412.
- mm. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module
- nn. **Remote Data** means data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment or Third Party Products connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data.
- oo. **Remote Data Access** means electronic transmission of Remote Data to or from a secure offsite location.
- pp. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- qq. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- rr. **Services** means managed services (e.g. copy center and mailroom services), technical services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Xerox's standard back-office administrative and contract support functions performed by Xerox and/or its Affiliates, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.
- ss. **Services Contract** means the applicable terms and conditions of this Services Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.
- tt. **Software** means Base Software and Application Software.
- uu. **Statement of Work or SOW** shall have the meaning set forth in the DIR Contract No. DIR-CPO-4412.
- vv. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.
- ww. **Taxes** means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise,

Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)

severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing. DIR customers are exempt from taxes in accordance to Appendix A, Section 8E of DIR Contract No. DIR-CPO-4412.

- xx. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.
- yy. **Third Party Hardware** means non-Xerox brand equipment.
- zz. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- aaa. **Third Party Software** means non-Xerox brand software.
- bbb. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Services Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transactionally-based gross receipts, and privilege Taxes. DIR customers are exempt from taxes in accordance to Appendix A, Section 8E of DIR Contract No. DIR-CPO-4412.
- ccc. **XDM Customer Views** means a limited set of features such as printer error messages, basic printer status, troubleshoot (e.g., access printer web page, submit test page, reboot printer, retrieve audit logs) and upgrade printer (e.g., add upgrade file, delete upgrade file, run upgrade, delete upgrade task, restart upgrade task) that are available through the Xerox Tool known as Xerox Device Manager.
- ddd. **Xerox Confidential Information** means Confidential Information belonging to Xerox and includes, without limitation, whether marked as such or not, any, Xerox Tools, Xerox Client Tools and Xerox Intellectual Property.
- eee. **Xerox Client Tools** means certain proprietary software used to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof that are licensed to Customer in accordance with GEN 1.8(d).
- fff. **Xerox Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Xerox as of the Effective Date or that may be created by Xerox after the Effective Date, including without limitation, Software, Data, Remote Data, Xerox Tools and Xerox Client Tools, and excluding Customer Confidential Information and Output of Services.
- ggg. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Services Agreement.
- hhh. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

GENERAL MODULE

GEN 1. – GENERAL

DIR Contract No. DIR-CPO-4412 and the terms and conditions in this General (GEN) Module apply to all Services, Maintenance Services, and Products acquired by Customer under this Services Agreement.

GEN 1.1 – Services Agreement Structure

a. General Contract Structure.

- i. The parties intend for this Services Agreement to serve as an agreement stating the terms and conditions governing services transactions entered into between Xerox and Customer under the DIR Contract No. DIR-CPO-4412. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in DIR Contract No. DIR-CPO-4412 (including its appendices), this Services Agreement, any Services Contract(s), and any applicable Orders.
- ii. The terms and conditions of MSA denominated as “HHSC # 529-08-29393” are hereby deleted in their entirety and superseded and replaced by the terms and conditions of this Services Agreement.

b. Orders and Services Contracts.

- i. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Services Agreement’s number followed by a three-digit extension. Each Services Contract constitutes a separate contract under this Services Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of the DIR Contract No. DIR-CPO-4412, this Services Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.
- ii. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a “writing” or “in writing;” (b) “signed” by the Customer; (c) an “original” when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.
- iii. The following MSOs placed under the MSA denominated as “HHSC # 529-08-29393” will be governed, as applicable, by the DIR Contract No. DIR-CPO-4412, DIR Bulk Purchase Initiative No. BP2020-021, and this Services Agreement: 7046445-041 through 7046445-050 as well as 7130654-003 through 7130654-005, 7130654-010 through 7130654-021 and 7130654-030 through 7130654-040.

GEN 1.2 – RESERVED

GEN 1.3 – RESERVED

GEN 1.4 – RESERVED.

GEN 1.5 – RESERVED.

GEN 1.6 – Customer Responsibilities

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

- a. that Products acquired hereunder are ordered for Customer’s own internal business use (rather than resale, license and/or distribution outside of Customer’s organization) and will not be used for personal, household or family purposes. For the avoidance of doubt, Customer’s internal business use includes any activities consistent with its statutory authority and such activities shall

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

not be construed to be a service bureau, application service provider, provider of services to third parties, or distribution outside of Customer's organization;

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

GEN 1.7 – Warranties

a. Xerox Warranties.

- i. Services Warranty. Xerox warrants to the Customer that the Services will be performed in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skills in accordance with the applicable Order. If the Services do not comply with the SLAs or other requirements set forth in the applicable Order, Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s) and begin to develop a corrective action plan. In the event of Xerox's non-compliance with this warranty, Xerox will either modify the Services to comply with the applicable SLAs or other requirements or re-do the work at no additional charge within 60 days of finalizing the plan or another time period agreed to in writing by the parties.
- ii. Equipment Warranty. Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

- iii. Third Party Product Warranty. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Breach of this warranty entitles customer to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.
- iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:
 - (a) Customer's failure or delay in performing its responsibilities under this Services Agreement;
 - (b) reasons outside Xerox's reasonable control, including Customer Assets, Customer Content, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
 - (c) unauthorized modifications to Equipment, Third Party Hardware or the Output of Services.

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

GEN 1.8 – Intellectual Property Ownership

- a. **Customer Intellectual Property.** Customer grants to Xerox a non-exclusive, non-transferable, non-assignable, royalty-free, fully-paid up, worldwide license to use Customer Intellectual Property, Customer Content and Output of Services only for purposes of, and only to the extent required for, providing Services, Maintenance Services or Products under this Services Agreement. Xerox agrees not to decompile or reverse engineer any Customer Intellectual Property. Except as expressly set forth in this Services Agreement, no rights to any Customer Intellectual Property are granted to Xerox. For the avoidance of doubt, the license provided by Customer terminates upon expiration or termination of the last Order executed pursuant to this Services Agreement.
- b. **Ownership of Output of Services and License to Xerox Intellectual Property.** If XDM Customer Views are to be provided under an SOW, Xerox grants Customer a limited license to access and use the XDM Customer Views only for the purpose of receiving Services under the SOW. Customer agrees not to decompile or reverse engineer any Xerox Intellectual Property. Except as expressly set forth in this Services Agreement, no rights to any Xerox Intellectual Property are granted to Customer.
- c. **Xerox Tools.** Xerox Tools may be used by Xerox to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.
- d. **Xerox Client Tools.** Xerox grants to Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Client Tools only for the purpose of receiving the Services for which they were provided. Customer may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Client Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Client Tools and all intellectual property rights therein shall, at all times, reside solely with

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

Xerox and its licensors. Certain Xerox Client Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately.

- e. **Data Collection and Use.** Data collected by the Xerox Tools is transmitted by a Xerox Tool to a remotely hosted server that hosts other Xerox Tools. The automatic data transmission capability will not allow Xerox to read, view or download any Customer documents or other information residing on or passing through the Equipment or Third Party Hardware or Customer's information management systems.

GEN 1.9 – RESERVED

GEN 1.10 – RESERVED

GEN 1.11 – Term and Termination

Orders executed pursuant to this Services Agreement shall commence on the Effective Date and shall continue for the term and renewal options specified in the Order. Any termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-CPO-4412. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products, Xerox Tools and/or Xerox Client Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Services Agreement expires or is terminated, each Services Contract in effect at such time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, DIR Contract No. DIR-CPO-4412 and the terms and conditions of this Services Agreement. Termination of any Order shall not affect this Services Agreement or any other Orders then in effect. Notwithstanding any other provision in the Services Agreement to the contrary, should an Order be terminated prior to expiration for any reason other than Customer's unavailability of funds, or due to default by Xerox, or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts then due in the normal course under said Order, an amount equal to the remaining principal balance of the Funds.

GEN 1.12 - RESERVED

GEN 1.13 – Data Protection/Privacy

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

GEN 1.14 – RESERVED

GEN 1.15 – RESERVED.

GEN 1.16 - RESERVED

GEN 1.17 – RESERVED.

GEN 1.18 – RESERVED.

GEN 1.19 – Compliance with Laws and Policies

Xerox and Customer shall comply with all applicable laws and regulations in the performance of their respective obligations under this Services Agreement. Xerox agrees to comply with Customer's internal policies regarding security and safety at Customer Facilities. Customer agrees to provide Xerox with reasonable prior written notice of such policies and any changes to such policies; further, Xerox will comply with oral directions of Customer staff who have responsibility for the site. If a change in Customer policy results in incremental costs to Xerox, Xerox may, upon providing written notice to Customer, pass such costs on to Customer with Customer's written approval.

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

GEN 1.20 – Miscellaneous

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **No Hiring.** During the term of an Order under which Xerox is providing Services and for a period of one (1) year thereafter, Customer and Xerox each agree not to hire, solicit, or employ any of the other's personnel who have been engaged in the provision of services or the performance of this Agreement, unless prior written consent is obtained from the other party. Such prohibition shall not apply to hiring as a result of general public solicitations of employment.
- c. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.
- d. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be, as directed by Customer, applied to the payment of amounts owed or will be refunded to Customer.
- e. **Event of Default.** For the avoidance of doubt, Xerox invoices that are disputed in accordance with Chapter 2251 of the Texas Government Code shall not be construed to be an Event of Default.
- f. **Notices Requirements.**
 - i. Xerox shall send legal notices to the Customer at the address below and provide a copy to Customer's designated Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4900 N. Lamar Blvd.
Austin, Texas 78751
 - ii. Notices given by one Party to the other Party may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by a Party. Notices sent by mail shall be deemed delivered when deposited by the Party in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the Party with a common carrier, overnight, signature required.
 - iii. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.
- g. **No Indemnity.** For the avoidance of doubt, HHSC shall not indemnify Xerox or any other entity under this Agreement.
- h. **Contracting Information Responsibilities.** Xerox represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the Agreement and the Xerox agrees that the Agreement can be terminated if the Xerox knowingly or intentionally fails to comply with a requirement of that subchapter.
- i. **Cybersecurity Training.** Xerox represents and warrants that it will comply with the requirements of Section 2054.519 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program. Customer shall provide a DIR-certified cybersecurity training program at no cost upon written request by Xerox.

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

- j. Foreign Terrorist Organizations.** Section 2252.152 of the Texas Government Code prohibits Customer from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Xerox certifies that it not ineligible to receive the contract.
- k. Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Xerox certifies that the individual or business entity named in the Services Agreement is not ineligible to receive the specified contract and acknowledges that this Services Agreement may be terminated and payment withheld if this certification is inaccurate
- l. Suspension and Debarment.** Xerox certifies that it and its principals are not suspended or debarred from doing business with the state as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts.
- m. Abortion Funding Limitation.** Xerox understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:
- performs an abortion procedure that is not reimbursable under the state's Medicaid program;
 - is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
 - is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Xerox represents and warrants that it is not ineligible, nor will it be ineligible during the term of the Agreement to receive appropriated funding pursuant to Article IX, Section 6.25.
- n. Funding Eligibility.** Xerox understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, Customer cannot contract with an abortion provider or an affiliate of an abortion provider. Xerox certifies that it is not ineligible to contract with Customer under the terms of Chapter 2272 of the Texas Government Code.
- o. Civil Rights.**
- i.. Xerox shall comply with all applicable state and federal anti-discrimination laws, including:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.);
 - Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.);
 - Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.);
 - Food and Nutrition Act of 2008 (7 U.S.C. §2011, et seq.); and
 - The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to the Agreement.
 - ii.. Xerox shall comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
 - iii.. Xerox shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Xerox from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for

Services Agreement (APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)

ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Xerox shall take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Xerox shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hscx.hhsc.texas.gov/system-support-services/civil-rights/publications>.

- iv.. Xerox shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Xerox to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless Xerox can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- v. Xerox shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Xerox shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.
- vi. Upon request, Xerox shall provide the HHSC Civil Rights Office with copies of the Xerox's civil rights policies and procedures.
- vii. Xerox must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions of DIR Contract No. DIR-CPO-4412 and in the General (GEN) Module, the following terms and conditions apply to Xerox's performance of Services.

SVC 1.1 – Scope of Services

Subject to the terms and conditions of the DIR Contract No. DIR-CPO-4412 and this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay.

SVC 1.2 – Charges for Services

Charges for Services are set forth in the applicable Order. Charges are based upon the pricing exhibits contained within the DIR Contract, as well as information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its

Services Agreement (APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)

responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term of such Order. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order) with Customer's written approval, then Xerox will bill Customer on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement will apply.

SVC 1.3 – Use of Subcontractors

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

SVC 1.4 – Services Scope Changes

Except as otherwise set forth in an Order, either party may propose to modify the then-existing Services that are described in an Order, or to add new Services under a Services Contract. If Xerox determines such changes are feasible, Xerox will prepare and propose to Customer an Order incorporating the requested changes and any related impact to the Charges or terms. Once Customer executes and Xerox accepts the Order, Xerox will promptly proceed with the new and/or revised Services in accordance with the terms of DIR Contract No. DIR-CPO-4412, the Order and this Agreement.

SVC 1.5 – Early Termination of Services and Labor

Except as otherwise set forth in a Services Contract, upon thirty (30) days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges.

EQUIPMENT MODULE

EQP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in DIR Contract No. DIR-CPO-4412 and the General (GEN) Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

EQP 1.1 – Term and Date of Installation

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

EQP 1.2 – Delivery and Removal and Suitability of Customer Facilities

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

EQP 1.3 – RESERVED

EQP 1.4 – Consumable Supplies

If specified in an Order, Xerox will provide Consumable Supplies for related Equipment. Consumable Supplies are Xerox's property until used in the Equipment for which they are provided. Upon expiration or termination of the applicable Order, Customer will either return any unused Consumable Supplies to Xerox at Xerox's expense when using Xerox-supplied shipping labels, or destroy them in a manner permitted by applicable law. Xerox reserves the right to charge Customer for any Consumable Supplies usage that

Services Agreement (APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)

exceeds Xerox's published yields by more than ten percent (10%). In such a case, Xerox will notify Customer of the excess usage. If such excess usage does not cease within thirty (30) days after notice, Xerox may charge Customer for the excess usage. If Xerox provides paper under a Services Contract, upon thirty (30) days' notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

EQP 1.5 – Use and Relocation

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

EQP 1.6 – Supplier Equipment Provided

In the event Xerox leases Supplier Equipment to Customer, the DIR Master Operating Lease Agreement terms shall apply unless otherwise specified in an Order:

- a. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per EQP 1.1 above). If Equipment is terminated for any reason before the end of its minimum order term, the termination charges set forth in the applicable Order or Services Contract for such Equipment shall apply.

EQP 1.7 – Data Security

Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

EQP 1.8 – Remote Services for Equipment

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

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

EQUIPMENT PURCHASE MODULE

EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

In addition to the terms and conditions in DIR Contract No. DIR-CPO-4412 and the General (GEN) Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

EP 1.1 – Order

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

EP 1.2 – Title

Title to Purchased Equipment will pass to Customer upon delivery to the applicable Customer Facilities.

EP 1.3 – Default

If Customer defaults under a XOA for Purchased Equipment, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due.

EP 1.4 – Maintenance Services for Purchased Equipment

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

EP 1.5 – Agreement Provision Exclusions

The following Agreement provisions do not apply to Orders for an outright purchase of Equipment: GEN 1.1 b.ii ; GEN 1.6 b – j; GEN 1.7 a.1; GEN 1.11; EQP 1.4; EQP 1.6.

MAINTENANCE SERVICES MODULE

MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

In addition to the terms and conditions in DIR Contract No. DIR-CPO-4412, the General (GEN) Module, and except as otherwise set forth in an Order, the following terms and conditions apply to provision of Maintenance Services.

MS 1.1 – Maintenance Services

As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to (i) Equipment to which Xerox does not hold title, or (ii) as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does not offer Maintenance Services, such Equipment will be designated as “No Svc.”

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

MS 1.2 – Repairs and Parts

- a. Xerox will make repairs and adjustments necessary to keep the Equipment in good working order and operating in accordance with its written specifications (including such repairs or adjustments required during initial installation). Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Parts required for repair may be new, reconditioned, reprocessed or recovered.

Services Agreement (APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)

- b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridges for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

MS 1.3 – Hours and Exclusions

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

MS 1.4 – Installation Site and Meter Readings

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

MS 1.5 – Remedy

If Xerox is unable to maintain the Equipment as described above, Xerox will replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy. If any additional charges will apply to the replacement equipment during any renewal or extension period following the initial term, Xerox will provide written notice to Customer 90 days prior to the end of the initial term of the Order.

MS 1.6 – End of Service

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

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

SOFTWARE LICENSE MODULE

SW 1 – TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the DIR Contract No. DIR-CPO-4412 and the General (GEN) Module, the following terms and conditions apply to the license and use of Software and its associated Documentation.

SW 1.1 – Software License

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

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

SW 1.2 – Software Support

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

- a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of six (6) months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.

**Services Agreement
(APPENDIX H DIR CONTRACT NO. DIR-CPO-4412)**

- b. Xerox may make available new releases of the Software that are designated as “Maintenance Releases” or “Updates.” Maintenance Releases or Updates are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox’s then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.
- c. Xerox may annually increase Software license fees and support fees for Application Software upon DIR approval.

SW 1.3 – Diagnostic Software

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

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

Texas Health and Human Services Commission

XEROX CORPORATION

DocuSigned by:


DocuSigned by:


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F508E023E27C401...

Signature

Signature

Cecile Young

Ann Russo

Name (please print)

Name

Executive Commissioner

Account General Manager

Title

Title

4900 N. Lamar Austin, Texas 78756

468 Bay Breeze Drive, Sandusky, OH 44871

Address

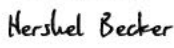
Address

Date August 27, 2020

Date August 26, 2020

Texas Department of Information Resources

DIR SOW ID# HHSC-000088

DocuSigned by:


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Chief Procurement Officer

8/31/2020 | 3:56 PM CDT

Services Agreement No. 7180103 Attachment No. 2
Pool Plan Agreement
(reference DIR contract # DIR-CPO-4412Appendix J)

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 equipment indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment") in accordance with terms of DIR Contract No. DIR-CPO-4412.

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 1. 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 supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If 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.
 - B. **Fixed pricing.** All Pooled Equipment shall either have the pricing you pay for the rental or maintenance of that equipment fixed or not, as indicated in this Agreement. If the pricing is fixed, Xerox shall forego any rights it might have pursuant to the Underlying Agreements to increase the amount you pay to rent or maintain the Pooled Equipment throughout the initial term of each Underlying Agreement.
 - 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 and acceptance date of the first unit(s) of Pooled Equipment. For purposes of this provision, Customer will provide Xerox written notice of non-acceptance within ten business days of Equipment delivery, otherwise the Equipment will be deemed accepted as of the delivery date.
 - A. **Billing Of Pool Plan Charges.** The Pool Monthly Charge is billed monthly and reconciled semi-annually. 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 Impressions 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 will be handled in accordance with Appendix A, Section 8J of DIR Contract No. DIR-CPO-4412.
4. **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 Supplies (if supplies are not included) 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 1.

Services Agreement No. 7180103 Attachment No. 2
Pool Plan Agreement
(reference DIR contract # DIR-CPO-4412 Appendix J)

5. **Pricing Changes.** Unless the Pool Pricing is fixed (as described in Section 2 above), Xerox may, upon DIR approval, annually adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print, each such adjustment not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)
6. **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).
7. **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 DIR Contract No. DIR-CPO-4412 and 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 upon DIR approval. 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.
8. **Termination.** Termination will be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-CPO-4412. With regard to individual units of Pooled Equipment removed from the Pool Plan, 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 at the standard, applicable Xerox rate then in effect for you in accordance with Appendix C of DIR Contract No. DIR-CPO-4412.
 - 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 (which may be charged at the standard, applicable Xerox rate then in effect for you in accordance with Appendix C of DIR Contract No. DIR-CPO-4412; and,
 - C. All Lease Agreements under which your Use Charges were billed exclusively through the price you paid per print in the Underlying Agreements may be adjusted in order to render the Periodic Base Charges and all Print Charges for your leases consistent with the standard, applicable Xerox rate then in effect for you in accordance with Appendix C of DIR Contract No. DIR-CPO-4412.

**Services Agreement No. 7180103 Attachment No. 2
Pool Plan Agreement
(reference DIR contract # DIR-CPO-4412Appendix J)**

**Exhibit 1
Pooling Summary**

Existing Devices

Pricing and pooling plans for Equipment and Services in place as of the Effective Date of the Agreement are fixed and shall remain unchanged to include Master Services Order numbers 7046445-041 through 7046445-050 as well as 7130654-003 through 7130654-005, 7130654-010 through 7130654-021 and 7130654-030 through 7130654-040.

New Install Devices

Equipment and Services newly contracted under the Agreement are fixed and shall be at prices and pooling plans determined at the time of the order.

a. Pooling Terms & Conditions Language:

- 1. THE POOL PLAN** modifies the Services Contract, entered into between Customer and Xerox and identified by its 10-digit Services Contract number on the Pool Plan documents. This Pool Plan and the Services Contract constitute the entire agreement as to the pool(s) identified herein, and supersedes all other oral and written agreements regarding said pool(s). Except as set forth in this Pool Plan, the Services Contract will remain as stated. In the event of a conflict between the terms of the Services Contract and this Pool Plan, this Pool Plan will control.
- 2. DEFINITIONS:** Any term not defined below for this Pool Plan will be as set forth in the SSA or SSO. As used herein, the following terms will have these meanings:
 - a. "Additional Impression Charge" or "AIC" means the charge for each impression above the Monthly Impressions Included in Plan.
 - b. "Meter Reconciliation Period" ("MRP") means the frequency with which the actual impressions made on Pooled Equipment are compared to the Monthly Impressions Included in Plan for invoicing purposes. Each pool may only have one MRP.
 - c. "Pool Plan" means a specific pricing arrangement for impressions for 2 or more units of Equipment, with applicable terms and conditions. Multiple Pool Identifiers may exist under a Services Contract.
 - d. "Xerox Equipment In Pool" or "Pooled Equipment" means the Equipment set forth in the Xerox Equipment In Pool table as shown in the Pool Plan documents. An updated Xerox Equipment In Pool table will be issued with each modification to a Pool Plan. Each pool will be identified by a Pool ID. Equipment with both Black & White and Color meters may contribute to more than one pool. Multiple pools may exist under a Services Contract
 - e. "Monthly Impressions Included in Plan", as shown in the Pool Plan documents, indicates the monthly level of impressions that must be exceeded on the Pooled Equipment before the AIC becomes billable.
 - f. "SSO AIC" means the charge for each impression above the "Monthly Impressions In Plan", as shown in the SSO documents included for each unit which is outside the Pool Plan.
 - g. "Semi-Annual" means calendar halves of 6 consecutive months beginning in January and July.
- 3. PRICING** The MMC for each unit of Pooled Equipment will be as set forth in a Services Contract. The AIC pricing for a pool is based on Pooled Equipment that is physically installed or pending delivery. The "Monthly Impressions Included in Plan" and the AIC will be revised as Equipment is added to or removed from a pool. Unless the units' "Plan Features" indicate "Fixed Price", Xerox may annually adjust the AIC. (For state and local government customers, this adjustment will take place at the commencement of such Customer's annual contract cycles).
- 4. BILLING** The unit MMCs for Pooled Equipment will be invoiced monthly. The AIC will be invoiced in arrears based on the frequency of the MRP.
- 5. SEMI-ANNUAL RECONCILIATION:** If the MRP is Semi-Annual, Xerox will bill the AIC at the end of each half year for impressions in excess of 6 times the Monthly Impressions Included in Plan. Partial half years will bill on a pro rata basis, based on a 30-day billing month.

**Services Agreement No. 7180103 Attachment No. 2
Pool Plan Agreement
(reference DIR contract # DIR-CPO-4412Appendix J)**

6. POOL PLAN CREATION AND MODIFICATIONS: The Pool Plan Effective Date will be (i) the date shown on the face of the Pool Plan documents, or (ii) the installation date of the first newly placed unit of Xerox Equipment In Pool- at the inception of a pool, whichever is later.

- a. **NEW POOL OR ADDITIONS TO POOL:** When a pool is created or when Equipment is added to a pool the Equipment will be invoiced using its pool AIC in effect at the end of that MRP.
- b. **REMOVALS FROM POOL:** When a unit of Equipment is removed from a pool and its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a unit of Equipment is removed from a pool and continues under its SSO, it will revert to its SSO AIC, exclusive of any Pool Plan, beginning on the first day of the MRP during which the Equipment is removed from the pool.
- c. **TERMINATION OF A POOL:** Either party may terminate a pool upon 30 days prior written notice. A modification resulting in less than 2 units in a pool will be a termination of that pool. When a pool is terminated and the Equipment is removed from its SSO, the Equipment will be invoiced using its pool AIC in effect at the end of the previous MRP. When a pool is terminated, and the Equipment continues under its SSO it will be invoiced using its then current SSO AIC.
- d. **TRANSFERRING EQUIPMENT FROM ONE POOL TO ANOTHER POOL:** When Equipment is transferred from one pool to another pool, the Equipment will be invoiced for the entire MRP using the receiving pool s AIC in effect at the end of that MRP.

7. EQUIPMENT TERMINATION: When a unit of Equipment in a pool is terminated, Customer will be invoiced for that unit as set forth in this Pool Plan and for any other applicable charges as set forth in the SSA or Services Contract

b. Pooling Matrix:

Services Agreement No. 7180103 Attachment No. 2 Pool Plan Agreement (reference DIR contract # DIR-CPO-4412Appendix J)

Services Contract Number: 7180103

Contract Term: 60 Months (September 1, 2020 - August 31st, 2025)

Model	#	Equip. Class.	Configuration	Monthly Pool Contribution				Overage Rate	
				B/W Mthly Print Allowance	Clr Mthly Print Allowance	B/W Pool Allowance	Clr Pool Allowance	B/W Overage Rate	Clr Overage Rate
B405DN	649	Office	Carrier Delivery, Addtl. 550 sheet tray	1,300	-	843,700	-	0.0051	-
B605X	109	Office	Carrier Delivery, Addtl. 550 sheet tray	2,248	-	245,032	-	0.0051	-
B8145H	555	Office	Office Finisher, 3 Hole Punch, Envelope Tray, 2-Line Fax	4,735	-	2,627,925	-	0.0051	-
B8155H	2,294	Office	Office Finisher, 3 Hole Punch, Envelope Tray, 2-Line Fax	11,198	-	25,688,212	-	0.0051	-
B8170H	108	Office	Office Finisher, 3 Hole Punch, Envelope Tray, 2-Line Fax	24,924	-	2,691,792	-	0.0051	-
C8145H	309	Office	Office Finisher, 3 Hole Punch, High Capacity Feeder, 2-Line Fax	3,010	2,100	930,090	648,900	0.0051	0.0501
C8170H	5	Office	BR Finisher-2/3 HP, 2-Line Fax	16,017	22,000	80,085	110,000	0.0051	0.0501
B9125	9	Lt. Prod.	B91MSI, HCFZT, PRSTFNPLS	125,000	-	1,125,000	-	0.0036	-
B9125	1	Lt. Prod.	B91MSI, HCFZT, PRSTFNPLS, TAPE-BIND	125,000	-	125,000	-	1.0036	-
B91EFI Print SRVNX ONE	10	Server	EXCOMPOSE, EXIMPOSE	-	-	-	-	-	-
C9065	5	Lt. Prod.	HCF1TOVSZ, PRSTNDFIN	-	11,000	-	55,000	0.0060	0.0500
Stand Alone EFI	5	Server	N/A	-	-	-	-	-	-
Nuvera 120	1	Prod.	2NDBTL, BFDCDPS1, CVR-HIGH, FEED-4T2, FEED4T, IMPOSITN, IQPACK, PRODPK, PSM2SW, TAPEBIND, XPLUSTOOL	-	-	-	-	0.0038	-
FreeFlow Make Ready 9.0	-	Software	-	-	-	-	-	-	-
Acrobat Pro	-	Software	-	-	-	-	-	-	-
DocuMate 4799 VRS	-	Scanner	-	-	-	-	-	-	-
FreeFlow Makeready Workstation V9	-	PC	-	-	-	-	-	-	-
Nuvera200	1	Prod.	2NDBTL, BFDCDPS1, CVR-HIGH, FEED-4T2, FEED4T, IMPOSITN, INSERTMD, PS288SW, TAPEBIND, XPLUSTOOL	-	-	-	-	0.0036	-
FreeFlow Make Ready 9.0	-	Software	-	-	-	-	-	-	-
Acrobat Pro	-	Software	-	-	-	-	-	-	-
DocuMate 4799 VRS	-	Scanner	-	-	-	-	-	-	-
FreeFlow Makeready Workstation V9	-	PC	-	-	-	-	-	-	-
Monthly Total	4,061			-	-	34,356,836	813,900	-	-

Plan Features

- 60 Month Term
- Semi-Annual Reconciliation
- Pricing is based on configuration
- Consumable Supplies included
- Analyst Services Included
- Customer Education Included
- Staples included on all units except: B405DN, B605X, Servers and Digital Front Ends

Attachment No. 3 to Services Agreement 7180103

STATEMENT OF WORK

FOR

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

Xerox Contract Number

7180103-001

FINAL

SOW Version Date

08/25/2020

(REFERENCE APPENDIX L TO DIR CONTRACT NO. DIR-CPO-4412)

Table of Contents

1	Description of Services	4
1.1	Executive Summary	4
1.2	Key Dates	4
2	Definitions	5
3	Transition	7
3.1	Transition Delay	7
3.2	Customer Transition Responsibilities	7
3.3	Project Management	7
3.4	Equipment Certification	8
3.5	Xerox Tools	8
4	Transformation	11
4.1	Transformation Delay	11
4.2	Transformation Design	11
4.3	Transformation Scheduling	12
4.4	Delivery, Installation, and Removal	12
4.5	Equipment Training	14
5	Service Operations	15
5.1	Governance and Performance	15
5.2	Service Level Management	17
5.3	Reporting	19
5.4	Xerox Service Desk Support	20
5.5	Break Fix Management	22
5.6	Supplies Management	23
5.7	Move, Add, Change, and Dispose (MACD)	25
5.8	Equipment Security	29
5.9	Accessing Xerox Service Features	30
6	Site and Device Listing	31
6.1	Site Listing	31
6.2	Devices	31
6.3	Equipment Deployment Schedule (Quantity)	31
6.4	In-Scope Third Party Hardware	31
7	PRICING	32
7.1	Pricing Overview	32



7.2 Billing Process32

7.3 Retained Existing Equipment32

7.4 Retained Devices32

7.5 Additional Pricing33

7.6 Services Outside of Business Hours33

7.7 Waiver Fund33

8 AUTHORIZED SIGNATURES34

EXHIBIT A: DEVICE DATA ELEMENTS35

EXHIBIT B: INTENTIONALLY LEFT BLANK.....37

EXHIBIT C: FEE SCHEDULE38

EXHIBIT D: INTENTIONALLY LEFT BLANK.....40

EXHIBIT E: COMPLETION OF TRANSFORMATION LETTER [EXAMPLE]41

EXHIBIT F: CUSTOMER GROUP EXHIBITS42

EXHIBIT F-1: HHSC STATE OFFICE43

EXHIBIT F-2: REGIONAL OPERATIONS46

EXHIBIT F-3: STATE SUPPORTED LIVING CENTERS AND HOSPITALS57

EXHIBIT F-4: DFPS STATE OFFICE.....59

EXHIBIT F-5: DSHS STATE OFFICE61

EXHIBIT G: INVOICE PRESENTMENT SOW FORM (IPSOW)63

SCHEDULE A: XEROX® PRINT SECURITY AUDIT SERVICES (“XPSAS”)65

1 Description of Services

1.1 Executive Summary

This Statement of Work (“**SOW**”) is made by and between Xerox Corporation (“**Xerox**”) and Texas Health and Human Services Commission (“**Customer**”) which shall collectively be known as the “**Parties**” pursuant to the terms and conditions in Xerox Contract Number 7180103-001 (“**Agreement**”) dated August 2020 between the Parties.

In case of a conflict between the terms in this SOW and the Agreement, the terms of the Agreement shall control.

This SOW sets out provision of Services for Intelligent Workplace Services (“**Services**”) by Xerox in the Output Environment at the Sites. Xerox shall design, create, install, and operate the Services solution in three (3) phases: Transition, Transformation, and Service Operations as further described herein.

Customer agrees that all elements of the proposed Services (Services, Devices, and Sites) will be included in the Transformation, and in accordance with the key dates shown below. In addition, all Transition and Transformation activities for all Sites must be completed prior to Xerox’s notification of the completion of Transformation. Customer’s failure to implement all elements of the proposed Services as documented in this SOW, prior to completion of Transformation, could result in prompting re-scoping and / or re-pricing activities, and additional charges may be incurred by Customer.

1.2 Key Dates

The Term of this SOW shall commence on the Effective Date and continue for sixty (60) months from the date of the completion of Transformation, of all Exhibit F: Customer Group Exhibits, as documented by Xerox in its written notification to Customer as referenced herein, including any extensions thereto as mutually agreed upon by the Parties.

Table 1: Key Dates

Key Date	Definition
Effective Date	This SOW is effective on August 31, 2020
Transition	First sixty (60) days from the Commencement Date of Services
Commencement Date of Services	Xerox will begin providing Transition, Transformation and Services Operations services September 1, 2020
Completion of Transformation and Notification	Transformation begins after the completion of Transition and is complete when the configuration of Devices at all Sites aligns with the mutually agreed upon Site Plans. Xerox shall notify Customer in writing of the completion of Transformation (See Exhibit E).
SLA Effective Date	SLAs shall become effective on the Commencement Date of Services of the SOW

2 Definitions

Terms defined in the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly defined herein.

Ad Hoc Request – A request by Customer for any services that are not a part of this SOW.

Additional Equipment – Equipment that is not listed in the Xerox proposed Site Plan, but which the Parties mutually agree to add to a Site Plan for an incremental charge.

Assessment – The activities undertaken by the Parties as set forth herein, to gather information and develop Site Plans for new Sites.

Asset Tag Number – A unique bar-coded number for each Device that is to be managed pursuant to this SOW. This is in addition to the manufacturer assigned serial number.

Break Fix – The issue resolution, repair, or maintenance of all Devices (also known as “Maintenance Services” for Equipment).

Business Day / Hours – The hours during which Xerox shall perform the Services, which are Monday through Friday, 8:00 AM to 5:00 PM, local Site time, excluding Customer’s holidays.

Capabilities – The functionalities available in a Multifunctional Device (“MFD”) (e.g. printing, scanning, copying, faxing, etc.).

Change Control Process – A systematic approach to managing all changes made to the Services and Devices supported under this SOW. All changes shall be made via a change control document (SOW amendment or an Order,) agreed to by the Parties, prior to implementation of such changes.

Customer Caused Failure – A Device and/or Service interruption that is caused by Customer, including, but not limited to: (i) moving a Device, (ii) Customer Software or other print and network infrastructure issues, including any printing issues related to applications not certified by Customer on Equipment, (iii) failure to install adequate virus protection, (iv) use or modification of a Device inconsistent with the original equipment manufacturer (OEM) documentation for such Device, (v) use of items not manufactured, sold or recommended by the OEM, (vi) unauthorized use of a Device (vii) misuse of Devices by Customer.

Customer Software – The software programs, in object code, and programming (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto) reasonably required or requested to be provided by Customer and used by Xerox under this SOW, including for example, SQL, workstation image, and anti-virus software on Customer servers running the Xerox Tools. Customer Software expressly excludes all software and Xerox Tools as defined in the Agreement.

Device – All In-Scope Equipment (and Third Party Hardware if In-Scope) which may include laser/inkjet printers, analog/digital copiers, MFDs, desktop scanners and fax machines.

End User – Customer’s employees, personnel, vendors, subcontractors, or guests at Sites who are authorized to utilize the Devices.

Equipment – In-Scope Xerox-brand equipment (i.e. printers, copiers, MFD’s, and their included accessories)

Fault – An interruption in the operation of a Device that is caused by either a Hard Device Failure or a Customer Caused Failure.

Hard Device Failure – A Device-related issue that requires a trained Xerox resource to restore the Device to operating status.

Impression - An image produced by any Device. Double-sided Impressions and Impressions larger than A4 8.5 x 14 inches shall be counted as two (2) Impressions.

Impression Volume – The total number of Impressions produced within a specified timeframe, as reported by the Xerox Tools.

In-Scope – Devices, Sites, and End Users which have been agreed to be entitled to receive the Services provided by Xerox under this SOW.

IWS – Intelligent Work Place Services

MACD – (Move Add Change Dispose) – The movement, addition, change, or disposal of a Device in the Output Environment.

MFD – (Multifunctional Device) – A Device that includes various Capabilities, including, but not limited to copying, printing, faxing, and scanning.

MMC – Monthly Minimum Charge.

Network-Attached Devices – Devices connected to Customer’s electronic data network and that are accessible by the Xerox Tools, as defined in the Agreement, for purposes of gathering the data needed to provide the Services.

OEM – Original Equipment Manufacturer

Output Environment –The printing, faxing, copying, and scanning activities generated from Devices and related Services in support thereof.

PPI – Price per Impression

Project Plan – Xerox and Customer shall develop this operational document containing the specific activities and schedules to be conducted and followed in accordance with the terms of this SOW.

Services – The combination of software, technology, people, and processes provided to manage and support all Devices, Sites, and End Users as defined in this Intelligent Workplace Services SOW.

Service Incident – An individual occurrence or event that requires proactive (Xerox initiated) or reactive (Customer initiated) Break Fix, Supplies, MACD, or other Services.

Service Incident Management – The management of Service Incidents from the point of request to resolution including, tracking the status of Service Incidents, and reporting on Service performance levels as set forth in this SOW.

SLA - (Service Level Agreement) – Performance standards and the associated metrics used to measure Xerox’s achievement of Service performance levels.

Site (or “On-Site”) – Customer or eligible affiliate location where Services are performed and/or Devices are installed as set forth in this SOW.

Site Contact – A specific End User identified by Customer to be the designated point of contact at a Site for any support issues involving Devices, including the installation of Equipment, startup of Services, End User training, remote diagnostics support, and management of the Supplies at their Site(s).

Site Plan – The plan created by Xerox for Services and Devices for each respective Site, or discrete locations within a Site, (e.g. floors, departments, buildings, etc.,). Individual Sites may contain one or more Site Plans.

SNMP – Simple Network Management Protocol

Supplies – Collectively refers to Consumable Supplies, as defined in the Agreement, and Third Party Supplies as defined herein. Generally, Supplies includes toner, ink, and staples, and excludes paper. If there is a conflict between this definition and the Agreement, the Agreement shall prevail.

Third Party Hardware – Non-Xerox brand devices.

Third Party Supplies – The supplies provided for Third Party Hardware comparable to those Consumable Supplies provided for Equipment (see definition for Consumable Supplies in the Agreement for details). Toner and ink for Third Party Hardware may be new, remanufactured, or reprocessed.

Transformation – The implementation of the Equipment and Services at all Sites in accordance with the Site Plans.

Transition – The establishment of the Services within the Customer Output Environment, as outlined in this SOW.

Xerox Service Desk – A Xerox service center that acts as a single point of contact to receive inbound calls from Customer and receive proactive alerts from Network-Attached Devices.

3 Transition

3.1 Transition Delay

Xerox shall not be liable for failure to meet the Project Plan or the SLAs where Xerox is unable to establish the Services, due to Customer or Customer's agent's failure to perform the Customer accountable Transition activities as outlined in this SOW.

3.2 Customer Transition Responsibilities

As a condition precedent to Xerox's obligation to perform its responsibilities under this SOW, Customer shall provide the following: (a) materially accurate headcounts at each Site; (b) reasonable access during Business Hours to all Sites necessary from the Commencement Date of Services through the Term; (c) reasonable access to End Users during Business Hours; (d) establishment of the storage for spare parts and Supplies and On-Site personnel work space as detailed in the Service Operations section of this SOW; and (e) access to Customer's network for Xerox resources for the purposes of Equipment triage, Equipment configuration and Services support.

3.3 Project Management

Both Xerox and Customer will provide a resource to be the main point of contact for coordination of appropriate resources throughout Transition and Transformation, or until an agreed upon time during Transformation.

The Parties will work to complete the Project Plan within the first four (4) weeks from the Commencement Date of Services as follows:

ID	Activity	Accountable
1.	The Parties shall each provision a Project Manager to deliver the Services	Xerox and Customer
2.	Provision of other resources to work with Xerox to ensure that the Services and processes shall be enabled during Transition and Transformation	Customer
3.	Complete Project Plan in coordination with Customer	Xerox
4.	Conduct regular project review meetings Such meetings shall include representation from Xerox and Customer and cover: <ul style="list-style-type: none"> - Status on roll-out plan - Status on action and issues logged - Decisions that need to be made - Risks assessed - Communication plan and any other relevant subjects - Implementation of the Xerox Tools - Implementation of Xerox® Print Security Audit Services (XPSAS) (See Schedule A of this SOW) 	Xerox
5.	Attend regular Transition and Transformation project review meetings	Xerox and Customer
6.	Provide escalation protocol detailing contact names and escalation flow	Xerox and Customer
7.	Construction and provision of End User communication. Xerox will advise Customer on best practices	Customer
8.	The Parties shall each execute the Project Plan activities as defined	Xerox and Customer
9.	Provide Project Plan. This plan will detail the timeline, obligations of the Parties and activities for the intended roll out of Transformation for all Sites	Xerox

3.4 Equipment Certification

All new Equipment models will be tested and certified in Customer's environment by Customer to ensure compatibility with the network, all software applications, print drivers and other environmental concerns. Xerox shall make available Xerox OEM print driver(s) and recommended Xerox OEM printer driver(s) configuration to Customer.

ID	Activity	Accountable
1.	Complete testing and certification of Equipment before any new models are installed as part of Transformation, and when a new model is proposed for the Output Environment	Customer
2.	Provide one (1) unit of Equipment, via a separate Order, of each type/model of Equipment for up to thirty (30) days, for certification purposes, whenever that Equipment is not currently available in the Output Environment	Xerox
3.	Complete the certification process within thirty (30) days from date of installation	Customer
4.	Validate all Equipment Capabilities for compliance with any Customer information technology and security policies as required by Customer	Customer
5.	Provide documentation to Xerox to identify configuration settings of Equipment made by Customer and/or any changes Xerox is required to make on newly installed Equipment	Customer

3.5 Xerox Tools

Xerox shall utilize the existing deployment of the Xerox Tools within the Customer's Output Environment. The existing deployment of the Xerox Tools currently residing on Xerox provided server hardware, shall be replaced with a new deployment of the Xerox Tools in a Customer data center or other designated facility with access to the Customer Output Environment.

In support of this new deployment of the Xerox Tools, the appropriate Xerox Tools will be selected, installed, used, and managed solely by Xerox for the delivery of the Services. The installation of Xerox Tools shall require dedicated server(s), provided by Customer, to be installed, functional, and attached to the Customer network infrastructure. The new installation of Xerox Tools shall be completed by Customer within sixty (60) days of the Commencement Date of Services.

Xerox Tools are installed on the Customer's network to monitor networked compliant Simple Network Management Protocol (SNMP) Devices automatically. Device information is collected and then uploaded and maintained in the Xerox hosted asset management database.

3.5.1 On-Site Xerox Tools Deployment: Installation and Configuration Requirements

ID	Activity	Accountable
1.	Provide required Xerox Tools software and hardware, server, database, network and firewall specifications to Customer IT group	Xerox
2.	Procure, install, and configure server, database, network and firewall to required specifications	Customer
3.	Assist in the implementation of the On-Site Xerox Tools by providing required network information such as the IP address ranges and/or subnets on which Devices reside, appropriate server access credentials, and other required data and settings	Customer
4.	Install and configure On-Site Xerox Tools to monitor and manage required Network-Attached Devices on the Customer's network	Xerox

ID	Activity	Accountable
5.	Provide Xerox with administrative rights to the server during the installation of the Xerox Tools and during maintenance	Customer
6.	Propose the settings for the On-Site Xerox Tools including but not limited to polling intervals and alerts	Xerox
7.	Facilitate review and agreement on the settings for the On-Site Xerox Tools including but not limited to polling intervals and alerts	Xerox
8.	Perform application data backup test	Customer
9.	Support application data backup test	Xerox

3.5.2 Xerox Tools Connectivity

All Network-Attached Devices must be accessible over the Customer network by the On-Site Xerox Tools. The On-Site Xerox Tools must be allowed to scan approved ranges of the Customer network periodically for SNMP-compliant Devices, otherwise additional charges may apply. The additional charges shall apply when the Xerox Tools are not able to scan the approved ranges of the Customer network for forty-five (45) days or more in a row. Xerox shall suspend the Service Level Agreement outlined in Section 5 during the applicable time period in which the Xerox Tools ability to scan the Customer network is impacted.

3.5.2.1 Connectivity – Xerox Tools (Hosted) Application(s)

Xerox shall host some Xerox Tools in a secure off-Site environment which communicate directly with the On-Site Xerox Tools deployed within the Customer's network. All Xerox Tools will be remotely accessible by Xerox personnel. Xerox and the Customer will agree upon the content and frequency of secure encrypted communications with the Xerox Tools at the hosted Xerox Site. The hosted Xerox Site shall reside within the United States of America.

3.5.3 Xerox Tools Update(s)

Upon implementation of the Xerox Tools, Xerox will provide on-going maintenance and update(s) of the Xerox Tools, as necessary.

ID	Activity	Accountable
1.	Provide notification of On-Site Xerox Tools updates that must be performed	Xerox
2.	Schedule updates with Customer's team with reasonable notification of not less than thirty (30) days, unless otherwise required and agreed upon by the Parties	Xerox
3.	Updates that can be completed remotely, without Xerox On-Site assistance, shall be coordinated with Customer during the notification and planning of such updates	Xerox
4.	Provide access and enable Xerox to update the Xerox Tools as required	Customer
5.	Provide the most current available version of the Xerox Tools as required to perform the Services, as determined by Xerox, during the Term	Xerox
6.	Prior to any update of Xerox Tools, ensure appropriate backup of data and application servers, or other supporting applications	Customer

3.5.4 Backup and Support for Xerox Tools Servers

ID	Activity	Accountable
1.	Provide advance notification, a minimum of forty-eight (48) hours' notice, to Xerox of all maintenance and upgrades to any Customer Software and third party software that may affect the proper operation of Xerox Tools	Customer
2.	Back up all Customer Software applications installed on the servers hosting the Xerox Tools and MS SQL on at least a monthly basis	Customer
3.	Back up all databases associated with Xerox Tools Conduct daily incremental and (weekly or monthly) full backups of all data tables and data associated with the Xerox Tools database installation on MS SQL Server. Verify that backups can be read and installed	Customer
4.	Hardware and system software maintenance of servers hosting Xerox Tools or Xerox Tools data on the Customer network	Customer
5.	Provide appropriate and sufficient virus protection for the servers hosting Xerox Tools or Xerox Tools data on the Customer network	Customer

To the extent that Customer utilizes a third party provider for the support and maintenance of its information technology infrastructure, including the servers hosting the Xerox Tools and MS SQL, or otherwise has access to such, the Customer agrees that it shall require all such third party providers to execute written obligations of confidentiality, in regards to Xerox's Confidential Information, including, but not limited to the Xerox Tools, which are no less restrictive than those set forth in the Agreement and this SOW.

4 Transformation

4.1 Transformation Delay

Xerox shall not be liable for failure to meet the Project Plan where Xerox is unable to deploy Equipment as outlined in the Site and Device Listing section, due to Customer or Customer's agent's failure to perform the Customer accountable Transformation activities as outlined in this SOW.

4.1.1 Xerox Tools Device Data Elements

The Parties shall jointly provide as many of the Device Data Elements outlined in Exhibit A, as is appropriate, for the purposes of maintaining the current asset database in the Xerox Tools. It is understood that some Device Data Elements may not be available and that those missing elements shall be accepted by both Parties. Customer is responsible for providing Xerox with relevant information during the Assessment of the Devices.

All required Device Data Elements must be correctly identified and populated in the Xerox Tools database before the Device can be put In-Scope and managed.

4.2 Transformation Design

4.2.1 Site Plan Design

Xerox will propose a Site Plan(s) based on the existing data contained within the Xerox Tools, existing Site Maps, and a targeted one to one (1:1) replacement strategy.

Site Plan recommendation shall include:

- Asset Disposition List
- Financial Summary for new Equipment

ID	Activity	Accountable
1.	Develop initial Site Plan by selecting the most appropriate Equipment configurations and the Site and Device Listing Section in this Statement of Work, and/or any existing devices to be retained	Xerox
2.	Map existing Impression Volumes against Devices in the Site Plan	Xerox

4.2.2 Site Plan Review Process

The Parties shall utilize the following review and approval process for Site Plan recommendations

ID	Activity	Accountable
1.	Deliver initial Site Plans to Customer	Xerox
2.	Review initial Site Plan recommendations. Provide approval or submit any requested In-Scope exceptions within five (5) Business Days of receipt of the Site Plans from Xerox	Customer
3.	If In-Scope exceptions are requested, review financial, program, and resource impacts of the requested changes and provide updated recommendations within ten (10) Business Days of its receipt of such change requests	Xerox
4.	Provide approval on all change requests within five (5) Business Days of receipt of revised Site Plan	Customer
5.	Escalate to designated contact if any timeframe for decision has not been met	Xerox

ID	Activity	Accountable
6.	Site Plan is considered final upon the Parties approval and inclusion of all exception requests	Xerox and Customer

The Site will be considered Transformed (completed) when the configuration of Devices at the Site aligns to the mutually agreed upon Site Plan. If Customer requests Equipment to be added to a Site Plan after a Site has been Transformed, those Devices will be considered Additional Equipment, and handled using the MACD "Add" process detailed in the Section 5 of this document.

4.3 Transformation Scheduling

ID	Activity	Accountable
1.	The Parties shall coordinate the completion of the implementation on each Site by the respective Project Managers	Xerox and Customer
2.	The Parties shall complete the Project Plan for new Equipment delivery	Xerox and Customer
3.	Upon final target delivery date being agreed to by the Parties, any subsequent changes will be subject to the Change Control Process	Xerox and Customer
4.	The Parties shall complete a remote pre-implementation Site readiness review, including confirmation of planned deployment dates, resources and Site escorts prior to scheduling Equipment delivery	Xerox and Customer
5.	Coordinate delivery and setup of the new Equipment according to the process for installation of Equipment	Xerox
6.	Coordinate appropriate Customer resource necessary for Equipment configuration, connectivity to the network, print queue setup, and print driver installation	Customer
7.	Coordinate any necessary support infrastructure changes deemed necessary including but not limited to network drop installation, phone drop installation or space changes including acquisition of furniture for desktop Equipment	Customer
8.	The Parties shall agree on the remote access method using secure software applications/tools for configuration and implementation of Equipment	Xerox and Customer

4.4 Delivery, Installation, and Removal

All delivery, installation, and related removal activities work will be performed during Business Hours. Any Services to be performed outside Business Hours will require a request by the Customer with sufficient advance notice, a minimum of twenty (20) days' notice, for Xerox to comply with the delivery and installation of any Equipment, and additional device delivery appointment charges may apply as per Appendix A, 8d Shipping and Handling Fees, of DIR Contract DIR-CPO-4412. If an item assigned to and confirmed by Customer as complete is determined to be incomplete at time of Equipment installation, a Site revisit charge, as provided under Appendix A, 8d Shipping and Handling Fees, of DIR Contract DIR-CPO-4412 shall apply.

Removal of devices (if applicable), by Xerox, shall be scheduled to be completed in conjunction with Equipment delivery. Removal of devices that requires additional trips to the Site shall be charged a Site revisit charge, as provided under Exhibit C Fee Schedule. Customer shall not be charged Site revisit Charges, where Xerox actions necessitate or require additional trips to the Site. Xerox shall communicate to Customer pending Site revisit charges prior to Xerox completing the additional trip to the Site, unless otherwise mutually agreed to by the Parties.

Xerox shall remotely configure some or all Equipment using secure software applications/tools (i.e. LogMeIn, VPN Connection, or WebEx) and Internet-based network connectivity to the Customer's data network and Sites. Xerox shall

Intelligent Workplace Services Statement of Work



utilize said applications/tools during a remote session or sessions. Customer acknowledges and agrees to support Xerox in providing the IT and Site or Customer facilities contact information to facilitate and enable Xerox to perform such remote installation and configuration of Equipment. Xerox may, at Xerox's sole discretion, utilize On-Site resources to configure Equipment in conjunction with Xerox remote configuration activities.

ID	Activity	Accountable
1.	Deliver new Equipment to the Customer designated receiving areas, in accordance with the agreed deployment schedule and Site Plan	Xerox
2.	Validation / confirmation of Equipment deliveries. Customer shall notify Xerox at least five (5) Business Days prior to schedule delivery of any order errors (e.g. address correction). Xerox shall respond with a change order requiring Customer Contract Manager signature only if financials (e.g. Pool plan are impacted).	Customer
3.	Provide skilled On-Site resource to validate appropriate space, network, electrical and phone requirements	Customer
4.	Assist and enable Xerox to deliver Equipment to the designated receiving areas	Customer
5.	Provide Xerox, by email, all Site-specific delivery restrictions and instructions in advance of the Equipment delivery date, such that the Project Schedule for the Site(s) is not delayed or negatively impacted	Customer
6.	Move Equipment from designated receiving areas to specific install locations per agreed to Site Plan	Xerox
7.	Remove out of scope customer owned and/or leased devices from the Output Environment	Customer
8.	Provide Site access to Xerox for scheduled delivery and installation of Equipment	Customer
9.	Install Equipment and configure to the baseline Equipment settings mutually agreed to and documented prior to installation. Connect to power supply, attach appropriate peripherals, load of initial paper (provided by Customer), perform initial testing of basic Equipment features (including duplex and finisher if applicable). Removal and disposal of associated packaging materials	Xerox
10.	Configuration of Network-Attached Equipment to the network, including providing all LAN connections, connection of the Devices to network and phone ports, assignment of IP addresses or Host names, and set up the print queues. This includes approving Xerox printer drivers and install drivers on the server	Customer
11.	Connect new Equipment to Xerox Tools	Xerox
12.	Distribute, load, and configure the print driver(s) to the appropriate workstations	Customer
13.	Application printing testing following Device set up is a 'Key User' responsibility. Should Key User experience any issue during testing, User should initiate a Service Incident for resolution	Customer
14.	Update and configuration of the print queues, authenticate with a badge if applicable, and test the printing of the Equipment	Customer
15.	Move / Remove existing devices (customer owned or leased)	Customer

ID	Activity	Accountable
	Note: Customer may request Xerox removal of Customer-owned or leased devices for placement in a Customer-provided On-Site secure storage area. Such requests will be subject to additional charges, which will be quoted upon request	
16.	Customer shall have thirty (30) days from completion of Transformation to remove all existing devices tagged for disposal and provide validation to Xerox, so Xerox can update the Xerox Tools database. Once an existing device is disposed, said existing device cannot be re-used within the Output Environment without prior written agreement by Xerox, via the Change Control Process	Customer

4.5 Equipment Training

ID	Activity	Accountable
1.	Provide overview video (i.e. Brainshark, etc.) fourteen (14) days prior to Equipment installation at a Site	Xerox
2.	Provide post-Equipment installation, instructor led virtual on-line classes. Said training shall be a one (1) hour instructor led virtual on-line training for up to twenty-five to thirty (25-30) participants per session and scheduled within 24-48 hours after Equipment installation has been completed at the Site. The virtual instructor led on-line training classes shall be conducted during Business Hours and provided via an AM and PM sessions. Training will also include the installation of paper and Supplies and instructions for general issue resolution such as removing paper jams, print drivers; etc.	Xerox
3.	Communicate training availability to Site Contacts and/or End Users to ensure they know where and how to access the Equipment training materials	Customer
4.	Request Xerox-led training (e.g. On-Site; etc.) if desired via the Change Control Process. Additional charges may apply and shall be quoted by Xerox upon request	Customer

5 Service Operations

5.1 Governance and Performance

The Parties will meet on a quarterly basis to enable timely and accurate communication; allow for planning and alignment with Customer's objectives and requirements as set forth in this SOW; and provide timely resolution of issues. Meetings may include On-Site, web conferencing, and teleconference meetings.

ID	Activity	Accountable
1.	Provide a representative to lead and monitor the provision of the Services	Xerox
2.	Document meeting minutes and distribute to all attendees	Xerox
3.	Ensure appropriate personnel are available for meetings, including IT contact and Executive Sponsor	Customer

5.1.1 Quarterly Business Reviews

A formal management meeting to discuss the Services and their relationship to the Customer's strategic business goals shall be conducted on a mutually agreed upon schedule. Xerox recommends a quarterly business review where applicable. The meeting agenda will also be mutually agreed upon. Topics discussed may include:

- Open issues and progress toward resolution
- Proposed /impending changes
- Status of special projects
- Customer support requirements
- Customer management support
- Communication needs
- Review of the SLA reports and trends for the quarter
- Review of overall Services
- Review of the progress of the resolution of previously discussed open issues
- Innovation proposals and opportunities
- Major business and technology changes affecting the Services

5.1.2 Management Structure

The Parties shall provide resources to comprise an Operations Team for the management of the Services as defined in this SOW. The team shall consist of various personnel focusing on specific functions of the Services. A brief overview of the Xerox and Customer resource roles is provided below.

Resource Role	Overview	Accountable
Executive Sponsor	Executive decision maker and influencer with accountability and responsibility for the overall financial and operations aspects of the Services engagement.	Customer
Operations Executive	Overall executive-level responsibility and accountability for the Transition, Transformation, and Service Operations phases.	Customer
Project Manager	Overall operational responsibility, accountability, and decision-making authority for scope, budget, and schedule of the Services project.	Customer
Contract Manager	Overall responsibility for negotiating and governing the contractual relationship with Xerox	Customer

Resource Role	Overview	Accountable
Site Contacts	Facilitate installation of Xerox Devices and startup of Xerox Services at their Site.	Customer
Site Plan Contact	Facilitate approvals; represent the business environment and how the Services are used.	Customer
Primary Customer Contact	Key Users for Xerox Break Fix Service and Consumables Service for Devices.	Customer
IT Subject Matter Experts and Operations Personnel	Provides Xerox with IP addresses and technical data required to connect the Devices to Customer's data network.	Customer
Facility Management and Operations Personnel	Provide required electrical power, network connectivity working space around the Devices, and required office space for Xerox personnel.	Customer
Information Security Personnel	Provide Xerox with information security policies and procedures relevant to delivery of Services	Customer
Transition Executive	Executive-level responsibility and accountability for the Transition and Transformation phases. Peer to Customer Operations Executive	Xerox
Transition / Project Manager	During Transition and Transformation, overall responsibility and accountability for creating the Project Plan. Peer to Customer Project Manager	Xerox
Service Delivery Manager	Overall executive level responsibility and accountability for service delivery relationship with the Customer from Commencement Date of Services through the end of Term.	Xerox
Solution Architect	Overall responsibility and accountability for the solution architecture and design required to meet Customer requirements as stated in the SOW	Xerox

5.1.3 Customer Surveys

ID	Activity	Accountable
1.	Conduct post Break Fix Service Incident resolution surveys during the second month of each of the Customer's fiscal quarters per year during the Term	Xerox
2.	Determine and agree to which End Users shall be contacted during the post Break Fix Service Incident resolution surveys	Xerox and Customer
3.	Conduct Break Fix Service Incident surveys using a Xerox-provided survey tool	Xerox
4.	Utilize best efforts to enable and encourage End Users to respond to Customer surveys in a timely manner	Customer
5.	Share the results during Customer quarterly business reviews	Xerox
6.	Review survey results	Xerox and Customer

5.2 Service Level Management

5.2.1 SLA Metrics

Each Service Level Agreement (SLA) described in this section is the standard against which Xerox's performance will be measured. The measurement of any SLA under this SOW excludes any out-of-scope products and services including, but not limited to any existing devices and Ad Hoc Requests. The SLAs against which Xerox shall be measured are represented in the table below. Except as otherwise specified, all references to hours shall be to local time in the time zone in which the Device is located and refer to Business Hours; and all references to days, months, and quarters shall be to Business Days, calendar months, and calendar quarters respectively. Xerox will measure SLAs monthly and will report on them as part of monthly performance reports as outlined in this SOW. In the event that Xerox, after documenting a reasonable effort to gain access to the failing Device, is delayed for reasons outside Xerox's control beyond its ability to meet the SLAs, the Break Fix Service Incident will be excluded from the SLA measurement calculation. Unless specifically stated, these metrics apply to the total fleet of Xerox Equipment. The Equipment Uptime measurement applies to the Equipment population and is calculated on a three (3) month rolling average.

5.2.2 Service Levels

Equipment				
Service Level Agreement (SLA)	SLA Measurement Criteria	Service Level Objective (SLO)	Service Level Agreement	SLA Attainment
Equipment Uptime	Percentage of hours Xerox Equipment working properly during Business Hours	Uptime of all Xerox Equipment	Monthly Uptime	95%
Break Fix Xerox Service Desk Response	Business Hours	Xerox Service Desk Response to Break Fix Service Incidents within the SLA	Four (4) Business Hours	95%
Equipment Break Fix Resolution	Business Hours	Resolution of Break Fix Service Incidents within the SLA	Five (5) Business Days	95%

5.2.3 SLA Measurement

The performance measurement for each SLA will be the aggregate of all Break Fix Service Incidents for that given SLA shown in the table above. Each activity falling in the Service Level Objective category will be measured to determine if it has met the SLA target or not. The total number of missed Break Fix Service Incidents will be subtracted from the total number of Break Fix Service Incidents, and that result will then be divided by the total number of Break Fix Service Incidents. The result will be expressed as a percentage.

Equipment Uptime	
SLA Definition	A measurement of the percentage of time the Equipment is available for use within Business Hours. Equipment is available when its primary Capabilities (including print, copy, scan, and/or fax) are usable by the Customer. Equipment Uptime times apply to Equipment-related Break Fix Service Incidents only.
Measurement Basis	Basis: Availability of Equipment in a given three (3) month rolling period. For Network-Attached Equipment, availability will be measured by Xerox using a combination of the Xerox Tools, and outage reports. For non-Network-Attached Equipment, availability will be measured by Xerox using Break Fix Service Incidents and outage reports only.

Measurement Computation	<p>Equipment Uptime% = Total Business Hours available in a calendar month minus Unplanned Outage Hours (as defined below) divided by Total Business Hours (as defined below) available in a three (3) month rolling period.</p> <p>Total Business Hours available within a calendar month equal the total number of units of Equipment (as recorded in the Xerox Tools) times the number of Business Hours in the calendar month minus any time for planned outages required for preventive maintenance Unplanned Outage Hours equals the time when a piece of Equipment is unavailable to use because it has failed, or a Supply is required, and none exists at the point-of-use. Unplanned outages not included in the computation include but may not be limited to: power failure, network failure, virus or other Customer limitation, fire/flood/disaster or other Force Majeure event, misuse, abuse, or Customer Caused Failure - e.g., moving the machine, or Customer Software issues.</p>
Break Fix Xerox Service Desk Response Time	
SLA Definition	<p>The duration (in Business Hours) required to initiate and triage a Break Fix Service Incident by the Xerox Service Desk. Response time is measured from the time Xerox is notified of the issue (either electronically or verbally) to the time the Xerox Services Desk begins the triage and resolution process. Break Fix Xerox Service Desk Response times apply to reactive Break Fix Service Incidents only.</p>
Measurement Basis	<p>The % of Break Fix Service Incidents responded to by the Xerox Service Desk within the SLA performance specification.</p>
Measurement Computation	<p>Break Fix Xerox Service Desk Response Time % = Number of Break Fix Service Incidents (Reactive only) responded to by the Xerox Service Desk within the SLA performance specification for a given calendar month divided by the total number of Break Fix Service Incidents responded to by the Xerox Service Desk in that same calendar month.</p> <p>The measurement includes Customer requests only. Proactive Service Incidents are not included in this calculation.</p>
Equipment Break Fix Resolution Time	
SLA Definition	<p>The duration (in Business Hours) required to resolve a Break Fix Service Incident on a unit of Equipment whose primary Capabilities are not available for use. This applies to Break Fix Service Incidents received by 2:00 p.m. local time. This is measured from the time Xerox is notified (either electronically or verbally) that the Equipment is unavailable for use to the time when the Equipment is returned to availability (including print, scan, copy, or fax as applicable). Break Fix Resolution times apply to Equipment-related Break Fix Service Incidents only.</p> <p>This SLA includes Equipment issue resolution conducted by means of a remote Xerox Service Desk agent. This could be either a "Proactive" or "Reactive" Break Fix Service Incident as described in the Xerox Service Desk section of this SOW.</p>
Measurement Basis	<p>The % of Break Fix Service Incidents resolved within the performance specification.</p>
Measurement Computation	<p>Break Fix Resolution Time % = The number of Break Fix Service Incidents that closed within the performance of the SLA specification within a given calendar month divided by total number of Break Fix Service Incidents closed within the reported calendar month.</p> <p>Xerox will measure the elapsed time of each Break Fix Service Incidents using Xerox® Tools. The Xerox Tools will calculate the percentage of Break Fix Service Incidents meeting the specified performance level.</p> <p>Exceptions: Break Fix Service Incidents will be exempt from the measurement criteria if Xerox, after documenting a reasonable effort to contact the End User or gain access to the failing</p>

	Equipment, is delayed beyond their ability to meet the Service Level Agreements (outside of Xerox's control). In addition, Equipment Break Fix Service Incidents related to power failure, network failure, virus or other Customer limitation, fire/flood/disaster or other Force Majeure event, misuse, abuse or Customer Caused Failure are exempted.
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5.2.4 Key Performance Indicators (KPIs)

In addition to the SLAs above, Xerox shall also report to Customer on a quarterly basis, during the Customer's fiscal quarters during the Term, the Key Performance Indicators (KPIs) set forth in the table below. KPIs are intended by the parties to be another set of metrics to measure the performance of the Intelligent Workplace Services (IWS) solution. In the event that any of the KPI metrics are not being met, the Parties agree to address such non-performance under the Governance Model as set forth in Section 5. However, in no event shall failure to meet KPIs be considered a breach by Xerox of its obligations under this SOW.

5.2.4.1 KPI Levels

Equipment				
Key Performance Indicator (KPI)	KPI Measurement Criteria	Service Level Objective (SLO)	KPI	KPI Attainment
Customer Survey	Customer Survey scores measured quarterly during the Customer's fiscal quarters	To score at 4 or 5 out of 5 in Customer Surveys	% of respondents responding 4 or 5 out of 5 in Customer Surveys	85% within a survey period

5.2.4.2 KPI Measurement

Customer Surveys	
KPI Definition	Customer Survey scores from End Users where End Users rated Xerox performance as a 4 or higher out of five (5).
Measurement Basis	The % of Customer Surveys responded to by End Users that were rated a 4 or higher as measured during the second month of each of the Customer's fiscal quarters during the Term.
Measurement Computation	Customer Surveys % = Number of End User surveys responded to by End Users within the SLA performance specification for a given calendar quarter divided by the total number of Customer Surveys responded to by the End Users in that same calendar quarterly.

5.3 Reporting

Xerox will monitor performance of the Devices and the effectiveness of the Services.

ID	Activity	Accountable
1.	Track, monitor and report on Device performance	Xerox
2.	Provide a consolidated, standard set of management reports (detailed below) measuring the performance and delivery of the Services. The reports will also include Impression Volume information	Xerox
3.	Additional and / or alternate reports may be requested by Customer. Additional reports may be quoted upon request, and additional charges as provided under	Customer

ID	Activity	Accountable
	Exhibit C Fee Schedule shall apply and shall be added to the Services via the Change Control Process	

5.3.1 Standard Reports

Report Name	Description	Frequency
Service Performance Report	Service performance in relation to Service Level Agreement Target	Quarterly per Customer's Fiscal Year
Asset Status Report	Device asset properties	Quarterly per Customer's Fiscal Year
Service Incident Report	All Services-related aspects of incident management	Quarterly per Customer's Fiscal Year
Volume Detail Report	Detailed Impression Volume for Devices	Quarterly per Customer's Fiscal Year
Maps	Xerox shall provide 11" x 17" printed Maps by building and floor showing each Device location and including Device type and serial number for each	Quarterly per Customer's Fiscal Year
Ad-Hoc Reports	Upon Customer request, Xerox shall provide ad-hoc reports drawn from available data within the Xerox Tools and output via the Fleet Management Portal (FMP). Ad-hoc Reports may cover specific time frames, locations, issues, devices, etc. or combinations	As Requested

5.4 Xerox Service Desk Support

The Xerox Service Desk will handle requests, incidents, supplies ordering, MACD administrative support, and asset database management for all Services and Devices.

5.4.1 Xerox Service Desk

The Xerox Service Desk provides Service Incident Management. The Xerox Service Desk receives and processes both reactive Service Incidents initiated by the Customer and proactive Service Incidents that are initiated by network-connected Devices using Xerox Tools. If a Service Incident reported to the Xerox Service Desk is identified as an issue that the Customer is responsible for resolving, including without limitation, desk-side support, print queue/print server, or network connectivity, then Xerox shall close the ticket and inform the End User to contact Customer's IT group.

5.4.2 Standard Xerox Service Desk Service Elements

ID	Service Elements	Accountable
1.	Standard Xerox Service Desk Operating Hours: 24 hours a day, seven days a week (24/7)	Xerox
2.	Language(s) Provided: English. Other languages may be available at additional cost	Xerox

ID	Service Elements	Accountable
3.	Reactive Services: Xerox will provide the following means for Customer to initiate Service Incidents: - Telephone call	Xerox
4.	Proactive Services: Xerox will proactively monitor the Network-Attached Devices for Supply and Break Fix alerts remotely, using Xerox Tools, which will auto-generate Service Incidents	Xerox
5.	Break Fix Services: Xerox service technicians are dispatched during Business Hours, unless prior Customer approval provided for after-hours Break Fix services. Break Fix services provided after-hours are based on Xerox availability.	Xerox

5.4.3 Proactive Service Incidents

Proactive alerts enable Xerox to provide proactive Break Fix Service delivery and Supplies monitoring and just-in-time delivery for Network-Attached Devices. In addition, the Xerox Tools enable remote problem resolution, timely and accurate meter collection, Device utilization reporting, and enhanced Device utilization.

If Xerox Tools detect a Device condition that has exceeded an established threshold, then a Device remote alert shall be generated, and the Incident shall be reported to the Xerox Service Desk.

ID	Activity	Accountable
1.	Xerox Service Desk shall attempt to resolve the Service Incident using remote diagnostic tools without Customer intervention	Xerox
2.	If resolved, the Xerox Service Desk shall close the Service Incident as resolved	Xerox
3.	If not resolved, Xerox shall contact a Xerox On-Site Services to perform remote diagnostics, when appropriate, for selected issues and Devices	Xerox
4.	If Xerox is unable to resolve with remote diagnostics, then Xerox shall dispatch a technician	Xerox

5.4.4 Reactive Service Incidents

As noted in the Equipment Training section, End User training includes the installation of paper and Consumable Supplies as well as the instructions for the resolution of routine issues such as removing paper jams, print drivers; etc. When an End User encounters a problem that requires Xerox's assistance to resolve, they may create a reactive Service Incident as outlined in the Standard Xerox Service Desk Service Elements section.

ID	Activity	Accountable
1.	Initiate a Service incident with Xerox and provide the required Service Incident information: (a) End User name, email, and contact number; (b) Site; (c) address, building and floor number; (d) type of Device or Service; (e) the Asset Tag Number; (f) brief problem description	Customer
2.	Work with Xerox On-Site Services to perform remote diagnostics, when appropriate for the reported problem(s) and Devices	Xerox
3.	If Xerox is unable to resolve the problem with remote diagnostics, then Xerox shall dispatch a technician	Xerox

5.5 Break Fix Management

Xerox shall provide the management of Break Fix Service Incidents to the point of issue resolution including, but not limited to remote resolution, dispatching of a technician or vendor, tracking the status of Break Fix Service Incidents, and reporting on Service performance levels as set forth in this SOW. The Customer will provide access to each Site and Device. Remote monitoring of Network-Attached Devices enables Xerox to remotely resolve or proactively dispatch a Xerox resource for Break Fix Service Incident resolution. In the table below are conditions required for Xerox's effective delivery of the Services and SLA compliance described in this SOW. For In-Scope Third Party Hardware, Xerox will follow OEM guidelines on whether a component is End User replaceable or not.

If Xerox determines that a unit of In-Scope Third Party Hardware is classified by the Original Equipment Manufacturer (OEM) as service discontinued, or parts or Supplies are no longer commercially available, or the cost of repair exceeds the value of the In-Scope Third Party Hardware, Xerox will discontinue Break Fix Service and Customer may, via the Change Control Process: (i) replace such In-Scope Third Party Hardware at its own expense with a new unit of Equipment or alternate Third Party Hardware that is then-supported by Xerox; or (ii) notify Xerox to delete such In-Scope Third Party Hardware from the Services set forth herein.

ID	Activity	Accountable
1.	Perform maintenance on supported, Devices, including warranty and non-warranty parts and labor	Xerox
2.	Determine when and if a Device is to be repaired, replaced, or eliminated and communicate such change to Customer	Xerox
3.	Provide Break Fix Service Incident dispatching Services when required	Xerox
4.	Perform parts procurement	Xerox
5.	Perform OEM-required maintenance on Devices, except for (i) older model OEM Devices with limited or no parts availability; (ii) Devices where it is no longer economically viable to repair such Device; or (iii) warranty services on Devices leased from third parties	Xerox
6.	Responsible for the following: <ol style="list-style-type: none"> a. provide a single point of contact (typically the Operations Executive with sign-off authority) to work with Xerox to authorize out of scope services b. provide written Customer internal escalation procedures to be used by Xerox c. provide reasonable accessibility to each Site d. replacement of Device cartridge-based maintenance kits and components designated as End User replaceable by the OEM e. clear any non-repetitive papers jams, and replenish paper f. cleaning user interface surfaces g. any printing issues and Faults not caused by a Hard Device Failure h. for Hard Drive destruction when hard drive is removed and surrendered to Customer 	Customer

5.5.1 On-Site Services

On-Site Services are incremental to the standard Break Fix Service for Equipment. In support of these services, Customer shall provide access to Xerox On-Site resources to access the On-Site Xerox Tools and Equipment.

The On-Site Services shall:

- Be responsible for escalating specific machine issues to the Xerox Service Desk. Identify and resolve potential Equipment service problems
- Perform standard Break Fix service
- Perform service maintenance tasks including high frequency service items, when applicable

- Understand machine fault codes and correct them
- Diagnose and correct common image quality problems
- Replace major components in the print engine, fusing subsystem, and paper handling areas of the print engine.
- Perform color balancing and color printer calibration, when required
- Promote Break Fix Service Incident avoidance, including use of web-based tools that provide self-help, how-to information, troubleshooting guidelines, and other technical resources to resolve problems. This requires the On-Site Technical Service to have access to the Internet at the Site
- Maintain the On-Site inventory of parts. Customer is responsible for providing a secure location for parts to prevent theft or unwarranted usage of such
- Clean Devices and distribute Customer-inventoried Consumables to the On-Site Services supported Sites described below
- Provide the services outlined in this sub-section to the Customer during Business Hours
- See the applicable Exhibit F for the number of units of Equipment supported
- Sites serviced by the On-Site Services are outlined in the Exhibit F

5.5.2 On-Site Activities and Storage Areas

Xerox and the Customer will mutually agree on the provision of locked storage areas, where required, to maintain an agreed to supply of backup Devices, and parts, needed to provide Services to End Users per the requirements of this SOW. Stored Devices are also tracked in the Xerox asset database. Devices may be removed from secure storage by Customer staff, if prior approval is provided by Xerox. Such moves must be coordinated with Xerox operations to assure proper asset tracking. Customer shall be responsible for Equipment damaged during moves completed by Customer. Local Customer personnel access to secured storage must be limited. Xerox is not responsible for loss of items that are not solely controlled by Xerox. Customer will provide:

- Suitable working space with Customer network access and lockable closet storage for Devices, spare parts and Supplies as determined by Xerox
- Additional cubicle space in a Customer's Site for Xerox use, if required

5.5.3 Environmental Health and Safety

Xerox maintains policies against operating Third Party Hardware that Xerox employees are not properly trained on. Any safety related job procedures, hazardous materials information, and evacuation procedures must be provided to the Xerox resource. Xerox shall not take responsibility for any unauthorized, untrained Customer resource to operate Equipment. Unless mutually agreed upon by the Parties, Xerox resources are restricted to lifting materials of fifty (50) pounds or less.

5.6 Supplies Management

Supplies for Network-Attached Devices, including OEM's or Xerox approved compatibles, will be shipped to the address specified by Customer. Xerox is responsible for determining which type of Supplies shall be provided, in what quantity, when the Supplies shipment is sent, which Supplies are consolidated for shipment, and the method of shipment (standard is ground shipping) in order to maintain the desired level of service. This includes Supplies return processing. This service is also known as Automated Supplies Replenishment (ASR).

When Devices that are NOT Network-Attached are agreed to be In-Scope under this SOW, Supplies will need to be manually ordered by Customer per the reactive ordering process provided by Xerox.

The Customer is responsible to receive, distribute, and install the Supplies including cartridge-based maintenance kits.

- Equipment Uptime SLA commitments are dependent on the Customer's ability to perform this effort.
- Devices qualifying for this service must be connected to the network, communicating and compatible with the Xerox Tools for Supplies monitoring.

If Customer requires OEM Third Party Supplies other than OEM compatible, Customer shall be billed for such OEM Third Party Supplies. Xerox is not liable for constrained or discontinued Third Party Supplies.

In order to maximize Supplies utilization, Customer agrees that all Supplies shall be run to their cease function point before being replaced.

ID	Activity	Accountable
1.	Automated delivery of Supplies based on remote historical data (Supplies consumption data, Impression Volume/usage, and monitoring data) for metered, Network-Connected and Devices communicating with the Xerox Tools	Xerox
2.	Provide a reactive Supplies ordering process for any Devices that are not Network-Attached (if applicable) or Network-Attached Devices that are not capable of reporting on Supplies conditions, or for Devices at Sites that have not yet been Transformed	Xerox
3.	Customer's authorized End Users may order Supplies as per the documented reactive Supplies ordering process	Customer
4.	Receive and fulfill Customer requests for Supplies	Xerox
5.	Ship Supplies to each Site using common carriers with labels to identify key contacts and/or associated Device	Xerox
6.	Receive and distribute Supplies to respective End Users. Receiver is responsible for any post-delivery delays that may result in a Device running out of a given Supply	Customer
7.	Properly dispose of used cartridges according to federal, state, and local regulations	Customer
8.	For every On-Site Services supported Site, receive and distribute Supplies to respective End Users.	Xerox
9.	For every On-Site Services supported Site, properly dispose of used cartridges according to federal, state, and local regulations	Xerox
10.	Install Supplies in Devices	Customer
11.	Collect and redeploy unused Supplies as Device populations change	Xerox

Customer may return designated used Supplies using the process described at the URL below. Supplies returns require the Customer to go to Xerox.com.

The Xerox Supplies return process is fully described at:

http://www.xerox.com/perl-bin/product.pl?mode=recycling&XOGLang=en_US&referer=xrx

Note: The above methods of return or website listed above are subject to change during the Term.

Supplies are Xerox property until used by the Customer, and Customer shall use them only with Devices. Upon request, Customer shall provide a list of Supplies in its possession. Xerox reserves the right to audit consumption of Supplies at a Site if Xerox detects anomalous usage of Supplies. Customer shall assist Xerox in Supplies yield investigations and the determination of the cause of the anomalous usage.

Upon expiration or termination of the Services, Customer shall, 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.

Customer shall be responsible for storing Supplies safely and securely at each Site to prevent unauthorized use or loss of Supplies, including providing Xerox with a list of End Users at each Site that are responsible for managing Supplies. Xerox reserves the right to inspect each Supplies storage location to validate security of the storage location.

5.7 Move, Add, Change, and Dispose (MACD)

The business processes used to manage Devices are the Move, Add, Change, and Dispose (MACD) processes. Accurate and timely compliance with MACD processes are critical to the success and function of the Services. Customer shall promptly communicate to Xerox all activities associated with the MACD processes (explained below) for any Device with an Asset Tag Number. MACD activity may require approval by the Parties via the Change Control Process. Xerox will be the central point and source of record for all activities associated with the MACD processes of all Devices supported in this SOW.

5.7.1 Move

Device moves are considered Ad Hoc Requests. Additional charges as provided under Exhibit C Fee Schedule may apply. If Customer moves Devices for a non-emergency, without notifying Xerox prior to the move, an MACD Failure Charge shall be issued to Customer, as outlined in Exhibit C Fee Schedule. There are three (3) types of moves supported under this SOW:

- Internal Move – Device moves within the same building. Requires Customer to provide a minimum of five (5) Business Days' or more notice of requested move date.
- Building to Building moves (same Site or Site to Site) – Requires the engagement of a carrier by Xerox or the use of Xerox On-Site Services and a minimum of fifteen (15) Business Days' notice of the requested move date.
- Special Truck or Moving Requirements – Moves requiring a specialized truck, stair climbers, as determined by Xerox, etc.

Note: Device moves due to Site closures and/or relocations of Sites are excluded from the type of moves above may incur additional charges and shall be quoted upon request.

Note: The type of moves outlined above exclude Equipment defined as Production. Moves of Equipment defined as Production will incur additional charges and shall be quoted upon request.

ID	Activity	Accountable
1.	Evaluate all requested move activity against Device utilization objectives and make appropriate recommendations to meet End User needs	Xerox
2.	Provide a quote for requested Device moves. Approved moves will be charged to the Customer. Scheduling for move will be agreed upon by both Parties	Xerox
3.	Advise Xerox of all planned moves of Devices, regardless of whether Xerox performs the move or not. The Customer must provide the new Site location and other requested information to ensure that the asset database remains current	Customer
4.	Establish network connectivity and provide IT support for moved Devices	Customer
5.	Provide live power outlets, network data jacks and network patch cables of sufficient length to connect each Device to the designated network jack	Customer
6.	Under special circumstances, an emergency move of Equipment may be performed by Customer to avoid damage to the Equipment. Customer will advise Xerox of the move within twenty-four (24) hours of the move being completed in order for Xerox to update the asset database. Customer shall be responsible for any damage to Equipment caused by Customer.	Customer

5.7.2 Add (Device)

The Xerox Service Desk receives and facilitates requests for new Device adds.

ID	Activity	Accountable
1.	Periodically evaluate the needs of End Users over the Term and where appropriate provide incremental Device recommendations based on the End User needs	Xerox
2.	Review recommendations and if in agreement, send request for incremental Devices to XR4HHS@xerox.com at least six (6) weeks prior to the requested delivery date via the MACD Form. Note – Device adds via the Change Control Process (includes MACD form) may result in additional charges	Customer
3.	Establish network connectivity and provide IT support for the installation of newly added Devices	Customer
4.	Deliver and Install added Device(s) in fulfillment via the Change Control Process	Xerox
5.	Upon receipt of the add request, provide Customer's identified regional liaison with sample Purchase Requisition Form (PRF) for processing	Xerox
6.	Upon receipt of PRF, provide Xerox with the requisition number so Xerox can track the Purchase Order Change Notice (POCN) via Customer Procurement and Contracting Services (PCS)	Customer
7.	Newly added Devices covered by this Service must be functionally connected to a network and must be accessible by the Customer's server running Xerox Tools on that network, unless otherwise mutually agreed to by the Parties	Customer

If Customer requests Additional Equipment to be added post-Transformation to meet changing business needs, a Site Plan approval process shall be developed to determine whether the Equipment request can be added within the scope of the Services. Additional Equipment will be added via the Change Control Process.

5.7.2.1 Add (Proposed Site)

To add a proposed site, Customer shall submit the following information, to Xerox, for each proposed site:

- geographic location
- number of End Users at the new site
- Device requirements (applications, special printing, etc.)
- general site contact information
- digital floor map(s)
- list of devices currently at the site

ID	Activity	Accountable
1.	Coordinate an Assessment (defined as Basic per the Bulk Purchase (BP-2020/21), conducted by Xerox and/or Customer of the proposed site and request further information from Customer, if necessary Note: If Customer requests an Assessment (defined as an MPS Assessment per the Bulk Purchase (BP-2020/21), additional charges shall apply per the Bulk Purchase (BP-2020/21), and shall be documented via the Change Control Process	Xerox
2.	Review recommendations and if in agreement, request said incremental Devices via the Change Control Process. Note – Device adds via the Change Control Process may result in additional charges	Customer
3.	Conduct a site analysis and create a financial model for each proposed site	Xerox

ID	Activity	Accountable
4.	Issue recommendations to add proposed site under this SOW, with a financial proposal based on the information gathered during the Assessment, including device refresh and implementation timeline	Xerox
5.	Establish network connectivity and provide IT support for the installation of newly added Devices	Customer
6.	Deliver and Install added Device(s) in fulfillment via the Change Control Process	Xerox
7.	Upon receipt of the add request, provide Customer's identified regional liaison with sample Purchase Requisition Form (PRF) for processing	Xerox
8.	Upon receipt of PRF, provide Xerox with the requisition number so Xerox can track the Purchase Order Change Notice (POCN) via Customer Procurement and Contracting Services (PCS)	Customer
9.	Newly added Devices covered by this Service must be functionally connected to a network and must be accessible by the Customer's server running Xerox Tools on that network, unless otherwise mutually agreed to by the Parties	Customer

If the Parties agree that the financial model supports the adding of the proposed site, the proposed site will be brought into the scope of the SOW via the Change Control Process.

5.7.2.2 Remove a Site

To remove a Site, Customer shall submit the following information, to Xerox, for each Site to be removed:

- geographic location
- general site contact information
- timing of Site removal

5.7.3 Change

A change request may involve a variety of resulting activities and additional charges depending on whether the change request affects the Device configurations, or internal operations of the Output Environment, including, for example adding a finishing module, additional trays, hard drives, or changes requested due to changing Customer Equipment settings and security requirements.

Additionally, changes may occur in the information associated with a Device, for example, contact names and addresses. This information is tracked in the Xerox Tools asset database.

ID	Activity	Accountable
1.	Request physical Device change or change to asset-related information	Customer
2.	Receive and facilitate Device physical change requests. Such change requests, will be agreed upon and approved according to the Change Control Process provided under this SOW. If a change request is for asset-related information, update the Xerox Tools asset database accordingly	Xerox
3.	Receive and facilitate Customer request for asset-related information requiring update to the Xerox Tools asset database accordingly	Xerox

ID	Activity	Accountable
4.	Perform remote configuration and security settings changes to Equipment as requested by Customer. Additional charges shall apply as per Exhibit C Fee Schedule See Schedule A: Xerox® Print Security Audit Services	Xerox

5.7.4 Dispose

Xerox is responsible for disposal of all Xerox-owned Devices during the Term. Customer shall provide a minimum of thirty-five (35) days' notice for Customer requested removals of Xerox-owned Devices unless otherwise mutually agreed to as referenced in the project plan governing the New Equipment Deployment Schedule in the applicable Exhibit F (e.g. F-1, F-2). Upon Xerox receipt of the Customer requested removal, any changes requested by Customer to the disposal request (e.g. timing, change in Xerox-owned Device, etc.) shall require Customer to submit a new request for disposal and the full thirty-five (35) day timeframe shall restart. For all other Devices, Customer shall advise Xerox of any planned disposals in advance, a minimum of five (5) Business Days' notice, to ensure that the Xerox Tools asset database is kept up to date. The Parties shall coordinate the disposal of Devices according to the Transformation schedule or the installation of Devices. Disposal of non-Xerox owned Devices shall be the sole expense and responsibility of Customer.

Note: Property Damage. Xerox agrees that Xerox shall be responsible for damage costs incurred by Customer due to Xerox's failure to remove a Xerox-owned Device within the agreed thirty-five (35) day removal period, where Xerox was unimpeded by Customer actions. Should Customer incur such an expense, Customer agrees to provide Xerox written notice detailing the expense and providing Xerox thirty-one (31) days to review the claim. If after reviewing the claim, Xerox determines that damage to said Xerox-owned Device was not caused by willful or malicious destruction of the Xerox-owned Device, Xerox shall issue a credit, to Customer, covering the damages as well as any Equipment charges applied in error post the agreed thirty-five (35) day removal period as appropriate.

ID	Activity	Accountable
1.	Disposal of all Xerox-owned devices	Xerox
2.	Fulfill remaining obligations associated with any removed / disposed existing Xerox-owned devices according to the terms and conditions of the agreement between Xerox and Customer under which the existing Xerox-owned devices were acquired by Customer	Customer
3.	Responsible for disposal and removal of Customer-owned devices and of third party legacy devices including pick-up, storage, recycling, insurance, etc.	Customer
4.	Upon final removal of the In-Scope and out of scope Third Party Hardware, provide a list of devices that have been disposed (with serial numbers) to the Xerox operations team	Customer
5.	Update the asset management database throughout the disposal process, tracking devices that are in storage for disposal and those that have been disposed (if required)	Xerox

All devices labeled for removal by Xerox per the process must be removed and cannot be re-used within the Output Environment without prior written agreement by Xerox.

5.8 Equipment Security

ID	Activity	Accountable
1.	Solely responsible for assessing the security risk for Customer's Output Environment, defining appropriate requirements that may include changes to the default settings of the Equipment or Customer's standard operating processes	Customer
2.	Reviewing and validating the level of security required for Equipment	Customer
3.	Provide to Customer technical documentation for all Equipment to be used in the Customer Output Environment including: (a) security functions; (b) security target and certification report for all common criteria-certified Equipment; and (c) Equipment configuration as the baseline for security requirements	Xerox

Xerox provides guidance and recommendations at <http://www.xerox.com/security> to facilitate this process.

5.8.1 Additional Security Requirements

During the life of this SOW, Customer may request additional security features or functionalities; which may be fulfilled through

- Implementation of an application to provide new functionality such as 'follow-you' printing
- Any such requests may be made according to the Change Control Process and would incur additional charges.

5.8.2 Virus Protection

Customer is responsible for all virus protection in the Customer Output Environment. In the event that Customer detects a virus on any device in the Output Environment, then Customer will immediately notify the Xerox Service Operations team.

5.8.3 Data Security

Either prior to or during the installation of Xerox shall configure Equipment to enable either the "Image Overwrite", "Secure Erase", or "Job Data Removal" feature reflect weekly Overwrite so that Customer image data is removed from the hard drive. If available on the product model, Image Overwrite or Secure Erase shall also be configured for the "Daily" setting to remove any image data that has not yet been printed. Some Equipment either supports an "On-Demand Image Overwrite" feature or an "On-Demand Job Data Removal" feature that can be executed by Customer-designated End Users as required by Customer.

5.8.3.1 Data Security - Hard Drive Removal

Prior to removal from the Customer's Output Environment, Xerox may, for an additional fee, remove the hard drive from Equipment and provide to Customer for erasure or destruction. If Xerox cannot show validation of "Image Overwrite", "Secure Erase", or "Job Data Removal" to Customer of the hard drive, said hard drive shall be removed and provided to Customer at no charge. Customer will not be charged for hard drive removal during a Break-Fix event. Customer is responsible for the proper disposal of the removed hard drive once delivered to Customer.

Xerox shall provide to Customer documentation validating "Image Overwrite", "Secure Erase", or "Job Data Removal" of the hard drive has been completed, for signature. The validation documentation shall be signed by the Customer at the time the hard drive is removed and provided to Customer. The validation document shall be scanned and digitized by Xerox.

5.8.4 Equipment Base Software Updates

Periodically, Xerox will make Base Software updates available for Equipment. These updates may provide Customer with new feature enhancements or patches for known security vulnerabilities of installed Equipment.

ID	Activity	Accountable
1.	Identify all Base Software updates required to address known security vulnerabilities within the Customer's Output Environment	Xerox
2.	Install Base Software updates	Xerox, See Schedule A: XPSAS

All Base Software updates shall be coordinated in advance with the Customer and shall require approval by both Parties.

5.9 Accessing Xerox Service Features

5.9.1 Fleet Management Portal (FMP)

The Fleet Management Portal (FMP) is a convenient and simple to use method to access certain Xerox Services intended for Customer's authorized End Users ("FMP Authorized End Users") (i.e. IT managers, Service Desk personnel, etc.). Xerox shall establish a web portal for Customer's FMP Authorized End Users to provide access to the following features:

- Device Information
- Impression Volume (meter read) submission
- Break Fix Service tracking
- Supplies Service tracking

5.9.1.1 General Assumptions for Fleet Management Portal (FMP):

The Fleet Management Portal (FMP) is implemented to display information to Customer's FMP Authorized End Users. Language implementation is English. The default color theme is Xerox Gray.

ID	Activity	Accountable
1.	Both Parties agree on the functionality to be enabled for the Fleet Management Portal (FMP)	Xerox and Customer
2.	Remotely install and configure the Fleet Management Portal (FMP)	Xerox
3.	Identify the Customer's FMP Authorized End Users	Customer
4.	Enable access for Customer's FMP Authorized End Users	Xerox
5.	Conduct a fundamental "Train-the-Trainer" session for Customer's FMP Authorized End Users on how to utilize the enabled functions.	Xerox
6.	Update and maintain FMP Authorized End Users during Service Operations	Xerox and Customer

6 Site and Device Listing

6.1 Site Listing

The Services are provided at the following agreed-upon Sites as listed in the applicable Exhibit F.

6.2 Devices

The Services are provided for Networked-Attached Devices at the Sites. These Networked-Attached Devices must be accessible over the network by the Xerox Tools.

- Xerox shall provide reactive Services only to non Network-Attached floor console, monochrome and color, MFD Devices.

Device populations may change over time as Devices are added and removed from the Output Environment. The Device listing at the beginning of Service Operations phase and at any given time thereafter shall consist of Devices registered in the Xerox Tools asset database as In-Scope and is available to Customer upon request.

6.3 Equipment Deployment Schedule (Quantity)

The forecasted schedule for Equipment deployment is provided as listed in the applicable Customer Groups in Exhibit F. The forecast is subject to change based on additional opportunities and/or changes in the Output Environment, such as the addition of Sites.

6.4 In-Scope Third Party Hardware

Populations are expected to change over time as In-Scope Third Party Hardware is added and removed. The listing at start up and at any given time thereafter will consist of assets registered in the Xerox Tools asset database as In-Scope. This listing will be maintained within the Xerox Tools and can be provided, upon request, through the standard reports at any time during the Term. See the listing of In-Scope Third Party Hardware in the applicable Exhibit F.

7 PRICING

7.1 Pricing Overview

The charges for various Devices and Services (“Price” or “Pricing”) included in this SOW are detailed in this Section and are subject to the Bulk Purchase #BP2020-21 and/or DIR Contract DIR-CPO-4412, including but not limited to Appendix C, Pricing Index, and exclude all applicable taxes per the Agreement.

7.2 Billing Process

Xerox will invoice Customer, as outlined in Exhibit F, Xerox Invoice Presentment Form.

7.2.1 New Equipment Pricing

See Bulk Purchase #BP2020-21 or Appendix C of DIR Contract DIR-CPO-4412, upon expiration of the Bulk Purchase #BP2020-21. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts, one of the initial Orders shall include language supporting the Pool Plan Agreement outlined in the Services Agreement, Xerox contract number 7180103 between Xerox and Customer, for Equipment ordered and installed under this SOW. As Equipment in the Order(s) applicable to this SOW, are installed, such Equipment shall be applied to the Pool Plan.

7.2.2 New Equipment Billing

Equipment acquired in support of this SOW shall be based on the pricing outlined in Bulk Purchase #BP2020-21 and upon expiration of Bulk Purchase #BP2020-21, the pricing in Appendix C of DIR Contract DIR-CPO-4412 shall be used. In accordance with Bulk Purchase #BP2020-21 or Appendix C of DIR Contract DIR-CPO-4412, Xerox shall invoice Customer for new Equipment monthly with charges determined by (i) multiplying the actual quantities of Equipment in the Output Environment by the applicable Base Charge shown in Bulk Purchase #BP2020-21 or Appendix C of DIR Contract DIR-CPO-4412, plus (ii) the actual Impression Volumes run on such Equipment multiplied by the applicable Price per Impression (PPI) charge(s) for each type of Impression. Equipment that is installed during the month will have their Base Charge pro-rated based on the date of installation.

7.2.3 Device Services Pricing

In accordance with Bulk Purchase #BP2020-21, the applicable Monthly Services charge is based on the actual number of Devices supported. The final number of Devices supported will be determined by Devices installed or remaining within the Output environment per the Site Plans at the completion of Transformation. Other services, as requested and mutually agreed upon via the Change Control Process will be priced and added to the invoice as set forth in the authorized change.

7.2.4 Third Party Hardware Pricing

Xerox shall charge Customer the applicable rates for Third Party Hardware as outlined in Appendix C of DIR Contract DIR-CPO-4412. Other services, as requested and mutually agreed upon via the Change Control Process, will be priced and added to the invoice as set forth in the authorized change.

7.3 Retained Existing Equipment

Equipment which are leased, rented or owned by the Customer outside of the Agreement, and which remain subject solely to the terms and conditions of the agreements under which they were originally acquired, constitutes “Existing Equipment.”

Xerox may perform certain Services for Existing Equipment, that are agreed to be In-Scope as outlined in the Site and Device Listing section under this SOW, including Service Desk, Supplies Management, Break Fix Management (excluding SLAs outlined in this SOW), MACD, Governance and Reporting. All Existing Equipment shall remain on their current agreement(s) and continue to be invoiced separately under such agreement(s). Early removal of any Existing Equipment is subject to the early termination charges or other charges set out in such agreements for the Existing Equipment, as such termination is permitted thereunder.

7.4 Retained Devices

Any remaining liabilities on existing devices may limit Xerox’s ability to remove or replace such existing devices, which may affect the Site Plan. In order for such existing devices to receive any of the Services under this SOW, said existing devices must be listed under the Site and Device Listing section.

7.5 Additional Pricing

7.5.1 Additional Equipment Pricing

For Additional Equipment added as part of the MACD process, Xerox shall include additional charges, in accordance with Bulk Purchase #BP2020-21 and upon expiration of Bulk Purchase #BP2020-21, the pricing in Appendix C of DIR Contract DIR-CPO-4412 shall be used. Bulk Purchase #BP2020-21 and DIR Contract DIR-CPO-4412, are associated with setup, installation, training, and the incremental Equipment Monthly Minimum Charge (MMC) resulting from a change on the next invoice following installation. Additional Equipment may incur additional MMC charges, which shall be established via the Change Control Process.

7.6 Services Outside of Business Hours

A request for Services outside of Business Hours will be billed at the overtime rates outlined in Appendix A, 8d Shipping and Handling Fees, of DIR Contract DIR-CPO-4412, which shall be quoted upon request for such Services. Any additional services requested by Customer that are not included in this SOW shall be billed at Xerox's then-current rates, which shall be quoted via the Change Control Process for such services at the time of request and as available by Xerox.

7.7 Waiver Fund

During the Term of the SOW, Xerox shall waive the Monthly Equipment Component ("**Waiver Fund**") up to a not to exceed amount of \$1,245,556.00 for the removal or trade-in of Equipment, based on the initial Order of Equipment supported under this SOW. The initial Order of Equipment is expected to align with the New Equipment Deployment Schedules in the applicable Exhibit F (e.g. F-1, F-2). If there is a variance between the initial Order of Equipment and the New Equipment Deployment Schedules, the initial Order of Equipment shall prevail. Please note, if there is a change in the initial Order of Equipment (which may include, but not limited to, Equipment configurations and quantities), or Equipment included in the initial Order of Equipment is not installed, there will be a subsequent change in the Waiver Fund. Xerox shall provide Customer a status report on the Waiver Fund and notify Customer of reductions to the Waiver Fund. The status of the Waiver Fund shall be reported on a semi-annual basis, based on Customer's fiscal year. Any Monthly Equipment Component (MEC) that exceeds the available Waiver Fund will be paid by Customer. The Waiver Fund is established at the beginning of the initial Term of the SOW and is not subject to increase. Any portion of the Waiver Fund not used during the initial Term of the SOW is forfeited and will not be carried over to the renewal term. In addition, the Waiver Fund is not available to offset charges associated with any Buyout, 3rd Party, or Supplemental Fund amounts.

Waiver Example: In this example, the Waiver Fund is \$6,000.00. If the Monthly Equipment Component (MEC) of a unit of Equipment being removed or traded-in is one hundred dollars (\$100.00) under a sixty (60) month term, and the Customer cancels the unit after month thirty-seven (37), then there would be twenty-three (23) months remaining for the unit of Equipment. The total Monthly Equipment Component charged against the Waiver Fund would be months (23) X the MEC (\$100.00) or \$2,300.00.

The twenty-three hundred dollars (\$2,300.00) would be subtracted from the Waiver Fund, leaving a remaining available Waiver Fund of \$3,700.00 for future removal or trade-in transactions. Customer agrees to return the terminated or traded-in Equipment in the same condition as when delivered, reasonable wear and tear excepted.

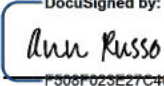


8 AUTHORIZED SIGNATURES

By signing below, each Party agrees to the terms of this Statement of Work, including all Exhibits and Schedules attached hereto and incorporated herein, and Customer authorizes Xerox to commence performance of the Services as described herein.

IN WITNESS WHEREOF, authorized representatives of the Parties set forth below have executed this Statement of Work with the Effective Date set forth herein.

XEROX CORPORATION

DocuSigned by:
By: 
F308F023E27C401...
Name: Ann Russo

Title: Account General Manager
Date Signed: August 26, 2020

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

DocuSigned by:
By: 
C80074B769504E9
Name: Cecile Young

Title: Executive Commissioner
Date Signed: August 27, 2020

EXHIBIT A: DEVICE DATA ELEMENTS

Table A-1: Xerox Tools Device Data Elements*

*Required items are in bold text in the Table below. Optional items are in italic text.

Xerox Tools Device Data Elements	Data Source (Xerox, Customer, or both)
Asset Number	Both
Serial Number	Both
IP Address	Xerox
MAC Address	Xerox
Manufacturer	Xerox
Model	Xerox
Networked (Yes / No)	Xerox
Street Address	Both
City	Both
State / Province	Both
Zip / Postal Code	Both
Building	Both
Floor	Both
Primary Customer Contact Name	Customer
Primary Customer Contact E-Mail	Customer
Primary Customer Contact Phone Number	Customer
Supply Order Contact Name	Customer
Supply Order Contact E-Mail	Customer
Supply Order Contact Phone Number	Customer
Site Contact (IT / Service Desk) Name	Customer
Site Contact (IT / Service Desk) E-Mail	Customer
Site Contact (IT / Service Desk) Phone Number	Customer

Xerox Tools Device Data Elements	Data Source (Xerox, Customer, or both)
<i>Location Identifier (Room/Column[Mailstop]) *As Applicable</i>	Customer
<i>Customer Asset Number * As Applicable</i>	Customer
<i>Print Queue Name/Host Name * As Applicable</i>	Customer
<i>Department * As Applicable</i>	Customer
<i>Organization * As applicable</i>	Customer
<i>Mono Meter Read *Non-Network-Attached Devices</i>	Customer
<i>Color Meter Read *Non-Network-Attached Devices</i>	Customer

EXHIBIT B: INTENTIONALLY LEFT BLANK

EXHIBIT C: FEE SCHEDULE

Table C-1 – Fee Schedule

The following activities, but not limited to, are chargeable events and are not included in the Services outlined in this SOW. Upon request by Customer, the fees for these activities shall be quoted based on the then Xerox current rates listed in Bulk Purchase #BP2020-21 or Appendix C DIR Contract DIR-CPO-4412.

Fee Schedule		
Ad Hoc Request		Notes
Device Moves	<p><i>Internal Move</i> within a building – No charge (excludes expedited moves)</p> <p><i>Building to Building Move</i> – No charge</p> <p><i>Special Truck or Moving Requirements required</i> – Quoted upon request</p> <p>Requests for expedited moves shall be charged \$200.00 in addition to any other move charges as outlined above</p>	<p>Conducted during Business Hours. Utilization of the MACD form is required for all Moves</p>
Equipment Hard Drive Removal and Return to Customer	See above	To remove the hard drive and provide the hard drive from Equipment at the end of the Term
After Hours Support (In-Scope Third Party Hardware) * subject to availability	See above	Outside of Business Hours, two (2) hour minimum billing; Does not include Out-of-Scope devices. Includes Service Labor only. Parts and supplies purchased separately.
After Hours Support (Single Function Printers) * subject to availability	See above	Available upon Customer request on a per hour basis; Does not include Out-of-Scope devices. Excludes Holidays
After Hours Support (MFD Xerox Devices) * subject to availability	See above	Available upon Customer request on a per event basis; Does not include Out-of-Scope devices. Excludes Holidays
Xerox Device Delivery Appointments	Quoted upon request	For Customer requests for specific days and/or hours that differ from the Xerox carrier's standard delivery days and times; or Customer requests for specific delivery times.
Xerox Device Configuration Changes during Service Operations phase	Service requests that are out of scope to this SOW shall be quoted upon request	Working in conjunction with Customer's IT personnel, provides remote support in configuring the Devices on the Customer's network and enabling the required features. Two (2) Hour Minimum conducted Monday thru Friday 8:00am to 5:00pm Local time excluding holidays, Xerox Equipment only.
Additional or Alternate Reports	Quoted Upon Request	Services provided Monday thru Friday 8:00am to 5:00pm Local Time, based on mutually agreed to scope of report(s)

Fee Schedule		
Ad Hoc Request		Notes
Site Revisit Fee	\$350.00	Fee charged per trip-based upon the scope of activities to be completed. Example: If Xerox has agreed to remove existing devices (ours or Customer-owned) and we are unable to remove the devices at the time of new equipment installation, due to Customer availability, scheduling, etc. and we have to come back a second day, then there would be another charge.
MACD Failure Charges	\$125.00	For any unauthorized MACD changes, Customer shall be charged for an authorized Xerox technician to locate such Device.

EXHIBIT D: INTENTIONALLY LEFT BLANK



EXHIBIT E: COMPLETION OF TRANSFORMATION LETTER [EXAMPLE]

<p>Month xx, 20xx</p> <p>First Name Last Name <i>Title</i> Customer Legal Entity Name Here Street Address Line 1 Street Address Line 2 City, State ZIP</p>	<p><i>Your Name Here</i> <i>Service Delivery Manager</i> Your Xerox Organization</p> <p>Xerox Corporation Street Address Line 1 Street Address Line 2 City, State ZIP</p> <p><i>Your.Name@xerox.com</i> tel 123.456.7890 fax 123.456.7890</p>
---	--

Dear Customer Contact Name Here:

This Notification Letter is to inform you that Xerox has completed the Transformation of your Output Environment as of xx-xx-xxxx, per the terms included in Xerox Contract Number xxxxxxxx-xxx and the Statement of Work dated xx-xx-xxxx.

EXHIBIT F: CUSTOMER GROUP EXHIBITS

Each Customer Group in Exhibit F is intended to provide detailed information regarding the participation of a specific Customer Group under this SOW. All associated terms and conditions contained in this SOW will apply to the specified Customer Group unless an exception is noted herein.

Each Customer Group Exhibit will include the following information / tables:

- a) Key Dates
- b) In-Scope Sites
- c) New Equipment Deployment Schedule
- d) Equipment and Third Party Hardware
- e) Service Level Agreement Exceptions
- f) Service Exceptions

Customer Group	Exhibit (F-n)
Texas Department of Health and Human Services Commission (HHSC) State Office	F-1
Regional Operations	F-2
State Supported Livings Centers and Hospitals	F-3
Texas Department of Family and Protective Services (DFPS) State Office	F-4
Texas Department of State Health Services(DSHS)	F-5

EXHIBIT F-1: HHSC STATE OFFICE

This Exhibit F-1: HHSC State Office is made by and between Xerox Corporation (“**Xerox**”) and Texas Health and Human Services Commission (“**Customer**”) which shall collectively be known as the “**Parties**” pursuant to the terms and conditions of Xerox Contract Number 7180103-001 (“**Agreement**”) between the Parties.

Table 1: In-Scope Sites

The table below lists the In-Scope Sites. Such Site list may be expanded to any Customer and Customer Affiliate location through a Change Control Process.

Address	City	State	Postal Code	Supported by On-Site Services
2501 Maple St	Abilene	TX	79602	Yes
1100 W 49th St	Austin	TX	78756	Yes
1106 Clayton	Austin	TX	78723	Yes
11501 Burnet Rd	Austin	TX	78758	Yes
12300 Technology	Austin	TX	78727	Yes
12365A Riata Trace Pkwy	Austin	TX	78727	Yes
1609 Centre Creek	Austin	TX	78754	Yes
1701 N Congress	Austin	TX	78745	Yes
2100 Kramer	Austin	TX	78758	Yes
4110 Guadalupe	Austin	TX	78756	Yes
4616 W Howard	Austin	TX	78728	Yes
4900 N Lamar	Austin	TX	78751	Yes
6330 E HWY 290	Austin	TX	78723	Yes
701 W 51st	Austin	TX	78751	Yes
8317 Cross Park	Austin	TX	78754	Yes
8407 Wall St	Austin	TX	78754	Yes
9013 Tuscany Way	Austin	TX	78754	Yes
909 W 45th St	Austin	TX	78751	Yes
1901 N HWY 87	Big Spring	TX	79720	Yes
4001 S HWY 36	Brenham	TX	77833	Yes
10950 N HWY 87	Carlsbad	TX	76934	Yes
902 Airport	Corpus Christi	TX	78405	Yes
3980 State School	Denton	TX	76210	Yes
6700 Delta	El Paso	TX	79905	Yes
1401 S Rangerville	Harlingen	TX	78552	Yes
721 Thompson	Kerrville	TX	78028	Yes
2600 S Sunset Ave	Littlefield	TX	79415	Yes
3401 N University	Lubbock	TX	79415	Yes
424 Mesquite Dr	Mexia	TX	76667	Yes
6844 N HWY 69	Pollok	TX	75969	Yes

Address	City	State	Postal Code	Supported by On-Site Services
2100 Preston	Richmond	TX	77469	Yes
805 N Dickinson	Rusk	TX	75785	Yes
6711 S New Braunfels	San Antonio	TX	78223	Yes
1200 E Brin	Terrell	TX	75160	Yes
4730 College	Vernon	TX	76384	Yes
6515 Kemp	Wichita Falls	TX	76308	Yes

Table 2: New Equipment Deployment Schedule

The forecasted schedule for Equipment deployment is provided below. The forecast is subject to change based on additional opportunities and/or changes in the Output Environment, such as the acquisition of additional Sites.

Paper Size (A3 or A4)	Type (Printer, Floor Console MFD, Desktop MFD, Production)	Equipment Model	1	2	3	4	5	6	7	8	9	10	11	Total Installs
A4	Desktop MFD	B405DN			1	5	5	1				1		13
A4	Desktop MFD	B605X				16	12				2	6	5	41
A3	Floor Console MFD	B8145H			34	30	76				2	3	2	147
A3	Floor Console MFD	B8155H			15	26	27							68
A3	Floor Console MFD	B8170H			1	2								3
A3	Floor Console MFD	C8145H			12	22	24		1					59
A3	Floor Console MFD	C8170H					1							1
Production	Floor Console MFD	C9065												0
Production	Floor Console MFD	D125CP				1								1
Production	Floor Console MFD	Nuvera DP120												0
Production	Floor Console MFD	Nuvera DP200												0
		Total			63	102	145	1	1	0	4	10	7	333

Table 3: Retained Equipment

- Not Applicable

Table 4: Retained Third Party Hardware Listing (Customer Owned)

- Not Applicable

Table 5: Retained Third Party Hardware Listing (Customer Leased)

- Not Applicable

Table 6: Third Party Hardware Pricing

Device Type	Manufacturer	Model	Charge
Scanner	Fujitsu	7160	\$22.00 per Device per Month

Intelligent Workplace Services Statement of Work



Device Type	Manufacturer	Model	Charge
Scanner	Fujitsu	1300	\$22.00 per Device per Month
Scanner	Fujitsu	6670	\$158.00 per Device per Month

Service Level Agreements Exceptions

- Not Applicable

Services Exceptions

- Not Applicable

End of Exhibit F-1: HHSC State Office

EXHIBIT F-2: REGIONAL OPERATIONS

This Exhibit F-2: Regional Operations is made by and between Xerox Corporation (“Xerox”) and Texas Health and Human Services Commission (“Customer”) which shall collectively be known as the “Parties” pursuant to the terms and conditions of Xerox Contract Number 7180103-001 (“Agreement”) between the Parties.

Table 1: In-Scope Sites

The table below lists the In-Scope Sites. Such Site list may be expanded to any Customer and Customer Affiliate location through a Change Control Process.

Address	City	State	Postal Code	Supported By On-Site Services
3610 Vine St	Abilene	TX	79602	Yes
4601 S 1st St	Abilene	TX	79605	Yes
1001 W Hwy 495	Alamo	TX	78516	Yes
408 Flournoy Rd	Alice	TX	78332	Yes
205 N Cockrell	Alpine	TX	79830	Yes
500 W Ave H	Alpine	TX	79830	Yes
3403 Mustang Rd	Alvin	TX	77511	Yes
28 Western Plaza Dr	Amarillo	TX	79109	Yes
3407 Pony Express Way	Amarillo	TX	79118	Yes
3501 W 45th St	Amarillo	TX	79109	Yes
3521 SW 15th St	Amarillo	TX	79102	Yes
204 N Texas Ave	Anahuac	TX	77514	Yes
801 N Main Ste P	Andrews	TX	79714	Yes
209 E Mulberry St	Angleton	TX	77515	Yes
2062 US Hwy 277 N	Anson	TX	79501	Yes
524 S Commercial	Aransas Pass	TX	78336	Yes
511 S Cedar	Archer City	TX	76351	Yes
1200 E Copeland Rd	Arlington	TX	76011	Yes
1301 S Bowen Rd	Arlington	TX	76013	Yes
1312 W Abram St	Arlington	TX	76013	Yes
1540 New York Ave	Arlington	TX	76010	Yes
2220 Forum	Arlington	TX	76010	Yes
2561 Matlock	Arlington	TX	76015	Yes
401 W Sanford St Ste 2400	Arlington	TX	76011	Yes
101 W Baker St	Athens	TX	75751	Yes
420 Athens Brick	Athens	TX	75751	Yes
305 E Thomas	Atlanta	TX	75551	Yes
10205 N Lamar	Austin	TX	78753	Yes
1340 Airport Commerce Ste 525	Austin	TX	78751	Yes
14000 Summit Dr	Austin	TX	78728	Yes
1601 Rutherford	Austin	TX	78723	Yes
1601 Rutherford Pl Ste B	Austin	TX	78754	Yes
4616 W Howard Ste 120	Austin	TX	78728	Yes
5451 N I35 Ste D	Austin	TX	78723	Yes
6400 E Hwy 290 Ste 100	Austin	TX	78723	Yes

Intelligent Workplace Services Statement of Work



Address	City	State	Postal Code	Supported By On-Site Services
7701 Metropolis B12 Ste 100	Austin	TX	78744	Yes
8509 FM 969	Austin	TX	78725	Yes
9011 Tuscany Way Ste 400	Austin	TX	78745	Yes
848 Grand Ave	Bacliff	TX	77518	Yes
2017 Hutchings Ave	Ballinger	TX	76821	Yes
814 Hutchings Ave	Ballinger	TX	76821	Yes
702 Buck Creek Dr	Bandera	TX	78003	Yes
104 W Loop 150	Bastrop	TX	78602	Yes
3809 E Loop 150 Ste 102	Bastrop	TX	78602	Yes
1700 Merlin	Bay City	TX	77414	Yes
1300 S Hwy 146	Baytown	TX	77520	Yes
1090 S. 4th Street	Beaumont	TX	77705	Yes
3105 Executive Blvd	Beaumont	TX	77705	Yes
350 Pine	Beaumont	TX	77701	Yes
1770 W Corpus Christi St.	Beeville	TX	78102	Yes
602 E Hacienda St.	Bellville	TX	77418	Yes
501 Birdwell Ste 28C	Big Spring	TX	79720	Yes
216 Market Ave Ste 100	Boerne	TX	78006	Yes
216 Market Ave Ste 140	Boerne	TX	78006	Yes
216 Market Ave Ste 160	Boerne	TX	78006	Yes
1205 E Sam Rayburn	Bonham	TX	75418	Yes
301 W 6th St	Borger	TX	79007	Yes
601 E Decatur St, Bldg A	Bowie	TX	76230	Yes
601 E Decatur St, Bldg B	Bowie	TX	76230	Yes
1004 S Bridge St	Brady	TX	76825	Yes
214 W Lynn Gavit Rd	Brady	TX	76825	Yes
2315 W Walker	Breckenridge	TX	76424	Yes
100 S Chappell Hill	Brenham	TX	77833	Yes
2248 S Market St	Brenham	TX	77833	Yes
101 N Ave D	Brownfield	TX	79316	Yes
302 Lubbock Ste 100	Brownfield	TX	79316	Yes
1000 W Price	Brownsville	TX	78521	Yes
1060 Mackintosh	Brownsville	TX	78520	Yes
290 Mexico Blvd	Brownsville	TX	78520	Yes
2400 Crockett Dr Ste 100	Brownwood	TX	76801	Yes
2400 Osborn	Bryan	TX	77803	Yes
3000 E Villa Maria	Bryan	TX	77803	Yes
1104 Buchanan Dr	Burnet	TX	78611	Yes
201 Lafferty	Cameron	TX	76520	Yes
400 E Hwy 243, Ste 10	Canton	TX	75103	Yes
400 E Hwy 243, Ste 11	Canton	TX	75103	Yes
6621 Doniphan	Canutillo	TX	79835	Yes
1712 Frankford Ste 100	Carrollton	TX	75007	Yes

Intelligent Workplace Services Statement of Work



Address	City	State	Postal Code	Supported By On-Site Services
1430 S Adams St	Carthage	TX	75633	Yes
912 Nacogdoches	Center	TX	75935	Yes
529 Lassater St	Centerville	TX	75833	Yes
623 W Saint Marys St	Centerville	TX	75833	Yes
121 2nd NE	Childress	TX	79201	Yes
308 N Cedar St	Clarksville	TX	75426	Yes
108 E Kilpatrick	Cleburne	TX	76031	Yes
1406 Security	Cleburne	TX	76033	Yes
1501 N Robinson	Cleburne	TX	76031	Yes
204 Kimberly Dr	Cleburne	TX	76031	Yes
1819 E Houston St, Suite 1827	Cleveland	TX	77327	Yes
300 Campbell St	Cleveland	TX	77327	Yes
1 State Hwy 150	Coldspring	TX	77331	Yes
1220 Bowie St	Columbus	TX	78934	Yes
1515 Odd Fellow St	Conroe	TX	77301	Yes
2017 N Frazier	Conroe	TX	77301	Yes
608 E N Loop 336	Conroe	TX	77301	Yes
102 W Ave F	Copperas Cove	TX	76522	Yes
317 Casa St	Copperas Cove	TX	76522	Yes
4201 Greenwood Dr	Corpus Christi	TX	78416	Yes
4410 Dillon Ln Ste 28	Corpus Christi	TX	78415	Yes
5155 Flynn Pkwy	Corpus Christi	TX	78411	Yes
800 N Main St B	Corsicana	TX	75110	Yes
800 N Main St J	Corsicana	TX	75110	Yes
1034 S 4th St	Crockett	TX	75835	Yes
111 NW Loop 304	Crockett	TX	75835	Yes
6500 FM 2100 Rd	Crosby	TX	77532	Yes
1616 Veterans	Crystal City	TX	78839	Yes
106 E French St	Cuero	TX	77954	Yes
105 N Lamar	Daingerfield	TX	75638	Yes
1010 Cadiz St	Dallas	TX	75215	Yes
1050 N Westmoreland	Dallas	TX	75211	Yes
1111 W Ledbetter Ste 150	Dallas	TX	75224	Yes
1111 W Ledbetter Ste 400	Dallas	TX	75224	Yes
12100 Ford Rd	Dallas	TX	75234	Yes
1228 E Ledbetter	Dallas	TX	75216	Yes
2020 N Masters Rd	Dallas	TX	75217	Yes
2600 Lone Star	Dallas	TX	75212	Yes
3910 Gaston	Dallas	TX	75246	Yes
5351 Samuell Blvd	Dallas	TX	75228	Yes
5455 Blair Rd	Dallas	TX	75231	Yes
8700 N Stemmons FWY	Dallas	TX	75247	Yes
2000 W Bus Hwy 380	Decatur	TX	76234	Yes

Intelligent Workplace Services Statement of Work



Address	City	State	Postal Code	Supported By On-Site Services
173 Wildcat	Del Rio	TX	78840	Yes
306 North Loop 288	Denton	TX	76209	Yes
3600 E Mckinney Ste B	Denton	TX	76209	Yes
3612 E Mckinney	Denton	TX	76209	Yes
535 S Loop 288 Ste 2001	Denton	TX	76205	Yes
215 Tanglewood	Dickinson	TX	77539	Yes
115 W Jones	Dimmitt	TX	79027	Yes
501 Success Blvd	Dumas	TX	79029	Yes
801 S Bliss Ste 103	Dumas	TX	79029	Yes
1467 Acton Ave	Duncanville	TX	75137	Yes
1593 S Veterans Blvd	Eagle Pass	TX	78852	Yes
1331 E Main St	Eastland	TX	76448	Yes
2520 N Closner	Edinburg	TX	78541	Yes
2520 S Veterans	Edinburg	TX	78539	Yes
300 E Canton	Edinburg	TX	78539	Yes
11295 Edgemere	El Paso	TX	79936	Yes
1314 Lomaland	El Paso	TX	79935	Yes
215 Padres Dr	El Paso	TX	79907	Yes
2300 Yandell	El Paso	TX	79903	Yes
401 Franklin Ave	El Paso	TX	79901	Yes
501 Hawkins	El Paso	TX	79915	Yes
5150 El Paso Dr	El Paso	TX	79905	Yes
7400 Diana Dr	El Paso	TX	79904	Yes
7904 Alameda	El Paso	TX	79915	Yes
7920 Alameda	El Paso	TX	79915	Yes
9206 Mccombs	El Paso	TX	79924	Yes
218 S Main St	Elgin	TX	78621	Yes
848 Palm Dr Ste A	Elsa	TX	78543	Yes
2707 N Kaufman	Ennis	TX	75119	Yes
206 8th St	Fabens	TX	79838	Yes
1200 E Hwy 285	Falfurrias	TX	78355	Yes
310 Paloma	Floresville	TX	78114	Yes
108 S Water St	Fort Stockton	TX	79735	Yes
1501 Circle Dr	Fort Worth	TX	76119	Yes
2220 Mall Circle	Fort Worth	TX	76116	Yes
2270 Mall Circle	Fort Worth	TX	76116	Yes
2700 Ben Ave	Fort Worth	TX	76103	Yes
4733 E Lancaster	Fort Worth	TX	76103	Yes
7450 John T White	Fort Worth	TX	76112	Yes
908 Southland	Fort Worth	TX	76104	Yes
1906 N Llano	Fredericksburg	TX	78624	Yes
1714 Justice Ctr	Gainesville	TX	76240	Yes
123 Rosenberg 1 st and 5 th Floor	Galveston	TX	77550	Yes

Intelligent Workplace Services Statement of Work



Address	City	State	Postal Code	Supported By On-Site Services
5710 Ave S 1/2	Galveston	TX	77551	Yes
3418 E Main	Gatesville	TX	76528	Yes
2423 Williams Dr Ste 137	Georgetown	TX	78628	Yes
2500 N Austin Ave	Georgetown	TX	78626	Yes
2020 N Main	Giddings	TX	78942	Yes
324 Yapaco St	Gilmer	TX	75644	Yes
329 W Franklin	Goliad	TX	77963	Yes
1600 Sara Dewitt Dr Ste 220	Gonzales	TX	78629	Yes
1600 Sara Dewitt Dr Ste 222	Gonzales	TX	78629	Yes
1202 Packing House Rd	Graham	TX	76450	Yes
214 Travis	Granbury	TX	76048	Yes
2175 Ruth Smith	Granbury	TX	76048	Yes
801 S Hwy 161	Grand Prairie	TX	75051	Yes
2500 Stonewall St	Greenville	TX	75401	Yes
4717 Wesley	Greenville	TX	75401	Yes
1309 E Cemetery Rd	Hallettsville	TX	77964	Yes
103 Parkhill	Hamilton	TX	76531	Yes
3625 W Hwy 83	Harlingen	TX	78550	Yes
601 W Sesame Dr	Harlingen	TX	78550	Yes
801 N 13th Ste 19	Harlingen	TX	78550	Yes
500 S 10th St	Haskell	TX	79521	Yes
101 Cedar St	Hearne	TX	77859	Yes
2015 Worth St	Hemphill	TX	75948	Yes
1739 13th St	Hempstead	TX	77445	Yes
22581 Mack Washington Lane	Hempstead	TX	77445	Yes
700 Zeid Blvd	Henderson	TX	75652	Yes
212 N 25 Mile Ave	Hereford	TX	79045	Yes
600 N 25 Mile Rd Ste 500	Hereford	TX	79045	Yes
605 Ivy St	Hillsboro	TX	76645	Yes
410 Carter St	Hondo	TX	78861	Yes
10060 Fuqua	Houston	TX	77089	Yes
10103 Fondren Ste	Houston	TX	77096	Yes
10200 I-10 E	Houston	TX	77029	Yes
10202 I-10 E	Houston	TX	77029	Yes
1320 E 40th St	Houston	TX	77022	Yes
1330 E 40th St	Houston	TX	77022	Yes
1332 E 40th St	Houston	TX	77022	Yes
13838 Buffalo Speedway	Houston	TX	77045	Yes
1415 Little York	Houston	TX	77093	Yes
1421 Little York	Houston	TX	77093	Yes
1425 E 40th St	Houston	TX	77022	Yes
1457 E 40th St	Houston	TX	77022	Yes
1459 E 40th St	Houston	TX	77022	Yes

Intelligent Workplace Services Statement of Work



Address	City	State	Postal Code	Supported By On-Site Services
1919 N Loop W	Houston	TX	77008	Yes
2110 Telephone Rd	Houston	TX	77023	Yes
2133 Hwy 6 S	Houston	TX	77077	Yes
220 Meadowfern Ste 158	Houston	TX	77067	Yes
2500 Bolsover	Houston	TX	77005	Yes
2525 Murworth	Houston	TX	77054	Yes
3 Northpoint Dr	Houston	TX	77060	Yes
3880 N Freeway	Houston	TX	77022	Yes
5425 Polk St	Houston	TX	77023	Yes
6124 Scott	Houston	TX	77021	Yes
6300 Chimney Rock	Houston	TX	77081	Yes
8511 N Houston Rosslyn	Houston	TX	77088	Yes
9111 Eastex FWY Ste 600	Houston	TX	77093	Yes
9450 Harwin	Houston	TX	77036	Yes
9460 Harwin	Houston	TX	77036	Yes
9702 Bissonnet Ste 2200w	Houston	TX	77036	Yes
3000 Wilson Rd	Humble	TX	77396	Yes
2507 Lake Road, Ste B	Huntsville	TX	77340	Yes
2507 Lake Road, Ste C	Huntsville	TX	77340	Yes
2507 Lake Road, Ste F	Huntsville	TX	77340	Yes
625 Grapevine	Hurst	TX	76054	Yes
951 W Pipeline Rd	Hurst	TX	76053	Yes
440 S Nursery Rd	Irving	TX	75060	Yes
600 W Pioneer	Irving	TX	75061	Yes
1037 E Loop 456	Jacksonville	TX	75766	Yes
502 E Pine St	Jacksonville	TX	75766	Yes
928 Marvin Hancock Dr	Jasper	TX	75951	Yes
1302 Jiffy Blvd	Jourdanton	TX	78026	Yes
1306 Jiffy Blvd	Jourdanton	TX	78026	Yes
417 S Panna Maria	Karnes City	TX	78118	Yes
2525 E Hwy 175, Ste B	Kaufman	TX	75142	Yes
2525 E Hwy 175, Ste E	Kaufman	TX	75142	Yes
819 Water St, Ste 200	Kerrville	TX	78028	Yes
819 Water St, Ste 230	Kerrville	TX	78028	Yes
819 Water St, Ste 280	Kerrville	TX	78028	Yes
819 Water St, Ste 290	Kerrville	TX	78028	Yes
400 Stefek Drive	Killeen	TX	78728	Yes
405 E Elms Rd	Killeen	TX	76542	Yes
503 Priest Dr	Killeen	TX	76541	Yes
100 W King	Kingsville	TX	78363	Yes
314 N Herndon	Kirbyville	TX	75956	Yes
228 N Main	La Grange	TX	78945	Yes
489 This Way	Lake Jackson	TX	77566	Yes

Intelligent Workplace Services Statement of Work



Address	City	State	Postal Code	Supported By On-Site Services
3800 Adam Grubb Rd Ste 300	Lake Worth	TX	76135	Yes
701 S Bryan St	Lamesa	TX	79331	Yes
204 Riverview	Lampasas	TX	76550	Yes
205 Water	Lampasas	TX	76550	Yes
1500 Arkansas Ave Ste A	Laredo	TX	78043	Yes
4611 Foster Ave	Laredo	TX	78041	Yes
500 E Mann	Laredo	TX	78041	Yes
1701 Ave H	Levelland	TX	79336	Yes
904 8th St	Levelland	TX	79336	Yes
1854 Cain Dr	Lewisville	TX	75077	Yes
190 Civic Circle Dr	Lewisville	TX	75067	Yes
1405 Monta	Liberty	TX	77575	Yes
213 Hwy 8 N	Linden	TX	75563	Yes
210 Marshall Blvd	Littlefield	TX	79339	Yes
1225 W Church	Livingston	TX	77351	Yes
410 E Church St Ste B	Livingston	TX	77351	Yes
1403 Blackjack St	Lockhart	TX	78644	Yes
219 Bufkin Ln	Lockhart	TX	78644	Yes
1750 N Eastman	Longview	TX	75601	Yes
2130 Alpine Rd	Longview	TX	75601	Yes
1103 MLK	Lubbock	TX	79403	Yes
1622 10th St	Lubbock	TX	79401	Yes
1716 Parkway Dr	Lubbock	TX	79403	Yes
5121 69th St, Ste A4	Lubbock	TX	79424	Yes
5121 69th St, Ste A6	Lubbock	TX	79424	Yes
5121 69th St, Ste A8	Lubbock	TX	79424	Yes
5121 69 th St, Ste B2	Lubbock	TX	79424	Yes
5121 69 th St, Ste B6	Lubbock	TX	79424	Yes
5806 34th St	Lubbock	TX	79407	Yes
6302 Iola	Lubbock	TX	79424	Yes
7 Briercroft Ofc Park	Lubbock	TX	79412	Yes
720 Texas Ave	Lubbock	TX	79401	Yes
1210 S Chestnut	Lufkin	TX	75901	Yes
347 S Main Ste 300	Lumberton	TX	77657	Yes
1608 E Main Ste 105	Madisonville	TX	77864	Yes
813 State St	Madisonville	TX	77864	Yes
1406 Resource Pkwy	Marble Falls	TX	78654	Yes
205 El Paso St	Marfa	TX	79901	Yes
217 William St	Marlin	TX	76661	Yes
4105 Victory	Marshall	TX	75672	Yes
1919 Austin Ave	McAllen	TX	78501	Yes
4501 W Bus 83	McAllen	TX	78501	Yes

Intelligent Workplace Services Statement of Work



Address	City	State	Postal Code	Supported By On-Site Services
901 N Mcdonald St, Ste 800	Mckinney	TX	75069	Yes
202 W 2 nd St	Mercedes	TX	78570	Yes
401 S Hill	Meridian	TX	76665	Yes
409 S Hill	Meridian	TX	76665	Yes
6500 Northwest Dr	Mesquite	TX	75150	Yes
424 Mesquite Dr	Mexia	TX	76667	Yes
939 Industrial Blvd	Mexia	TX	76667	Yes
1101 N Midland Dr	Midland	TX	79703	Yes
3401 N A St	Midland	TX	79705	Yes
714 Greenville Hwy	Mineola	TX	75773	Yes
4113A E Hwy 180	Mineral Wells	TX	76067	Yes
4113B E Hwy 180	Mineral Wells	TX	76067	Yes
4015 N Conway	Mission	TX	78753	Yes
110 West B St	Monahans	TX	79756	Yes
1014 N Jefferson	Mount Pleasant	TX	75455	Yes
303 E 11th St	Mount Pleasant	TX	75455	Yes
606 I30 W	Mount Vernon	TX	75457	Yes
2027 N Stallings Ste B	Nacogdoches	TX	75964	Yes
2027 N Stallings Ste C	Nacogdoches	TX	75964	Yes
2614 NW Stallings	Nacogdoches	TX	75964	Yes
513 N La Salle	Navasota	TX	77868	Yes
501 Hospital Dr	New Boston	TX	75570	Yes
115 Green Valley	New Braunfels	TX	78130	Yes
1607 Common St	New Braunfels	TX	78130	Yes
2525 N Grandview St Ste 100	Odessa	TX	79761	Yes
3016 Kermit Hwy	Odessa	TX	79764	Yes
2220 Gloria Dr	Orange	TX	77630	Yes
2222 Gloria Dr	Orange	TX	77630	Yes
330 E Spring St, Ste B	Palestine	TX	75801	Yes
330 E Spring St, Ste D	Palestine	TX	75801	Yes
121 S Gillespie St	Pampa	TX	79065	Yes
1509 N Banks	Pampa	TX	79065	Yes
1517 N Banks	Pampa	TX	79065	Yes
1460 NW 19th St	Paris	TX	75460	Yes
810 Preston Ave	Pasadena	TX	77503	Yes
9307 Broadway Ste 201	Pearland	TX	77584	Yes
1009 N Oak	Pearsall	TX	78061	Yes
324 S Cypress St	Pecos	TX	79772	Yes
101 SW 4th	Perryton	TX	79070	Yes
1503 W Polk	Pharr	TX	78577	Yes
211 Mill St	Pittsburg	TX	75686	Yes
2903 W 7th St	Plainview	TX	79072	Yes

Intelligent Workplace Services Statement of Work



Address	City	State	Postal Code	Supported By On-Site Services
2907 W 7 th St	Plainview	TX	79072	Yes
2205 Los Rios	Plano	TX	75074	Yes
550 E 15th St, Ste 100	Plano	TX	75074	Yes
550 E 15th St, Ste 120	Plano	TX	75074	Yes
4200 Jimmy Johnson	Port Arthur	TX	77642	Yes
436 S Hwy 35	Port Lavaca	TX	77979	Yes
910 Broadway	Post	TX	79356	Yes
704 N Erma	Presidio	TX	79845	Yes
One Main Center Hwy 170	Presidio	TX	79845	Yes
305 W Goodwin St	Quitman	TX	75783	Yes
174 S 13th	Raymondville	TX	78580	Yes
1059 S Sherman	Richardson	TX	75081	Yes
2534 Central Palm	Rio Grande City	TX	78582	Yes
2538 Central Palm	Rio Grande City	TX	78582	Yes
608 N Garza	Rio Grande City	TX	78582	Yes
1470 E. Hwy 44	Robstown	TX	78380	Yes
1101 Ridge Rd Ste 106	Rockwall	TX	75474	Yes
1131 Yellowjacket Ln	Rockwall	TX	75087	Yes
1110 Ave G	Rosenberg	TX	77471	Yes
117 Lane Dr Ste 50	Rosenberg	TX	77471	Yes
5403 Ave N	Rosenberg	TX	77471	Yes
1101 E Old Settlers Ste 100	Round Rock	TX	78664	Yes
220 W 1st St	Rusk	TX	75785	Yes
622 S Oakes St	San Angelo	TX	76903	Yes
1011 Ada St	San Antonio	TX	78223	Yes
10223 Nacogdoches	San Antonio	TX	78217	Yes
1067 Bandera Rd, Bldg 2	San Antonio	TX	78228	Yes
11307 Roszell	San Antonio	TX	78217	Yes
11711 N 35	San Antonio	TX	78233	Yes
2118 S Zarzamora	San Antonio	TX	78207	Yes
2534 Castroville Rd	San Antonio	TX	78237	Yes
2538 Castroville	San Antonio	TX	78237	Yes
3300 Nacogdoches Rd Ste 140	San Antonio	TX	78217	Yes
3411 Horal	San Antonio	TX	78227	Yes
3635 Se Military Dr	San Antonio	TX	78223	Yes
3730 IH 10 East	San Antonio	TX	78249	Yes
7430 Louis Pasteur	San Antonio	TX	78229	Yes
905 Pleasanton	San Antonio	TX	78214	Yes
1630 W Hwy 77	San Benito	TX	78586	Yes
1901 Dutton Dr Ste B/C	San Marcos	TX	78666	Yes
421 E Wallace St	San Saba	TX	76877	Yes
109 Windy Meadows	Schertz	TX	78154	Yes
312 S Saunders St	Seguin	TX	78155	Yes

Intelligent Workplace Services Statement of Work



Address	City	State	Postal Code	Supported By On-Site Services
314 S Saunders St	Seguin	TX	78155	Yes
612 Jefferson St	Seguin	TX	78155	Yes
106 NW 2nd St	Seminole	TX	79360	Yes
115 W Morris St	Seymour	TX	76380	Yes
2001 Loy Lake Rd	Sherman	TX	75090	Yes
2607 N Loy Lake	Sherman	TX	75090	Yes
1215 E Hwy 327	Silsbee	TX	77656	Yes
1115 E Sinton	Sinton	TX	78387	Yes
3409 Snyder Shopping Ctr	Snyder	TX	79549	Yes
10640 N Loop	Socorro	TX	79927	Yes
103 E Main St	Sonora	TX	76950	Yes
2175 S Loop	Stephenville	TX	76401	Yes
1400 College Ave Ste 111	Sulphur Springs	TX	75482	Yes
100 E 3rd St, Ste 300	Sweetwater	TX	79556	Yes
1300 Hailey St	Sweetwater	TX	79556	Yes
202 Highland	Taylor	TX	76574	Yes
2408 S 37th St	Temple	TX	76504	Yes
4501 S Gen Bruce Ste 20	Temple	TX	76502	Yes
1200 E Brin, Cottage 732	Terrell	TX	75160	Yes
3103 Summerhill	Texarkana	TX	75503	Yes
2000 Texas Ave Ste 405	Texas City	TX	77590	Yes
29250 Tomball Pkwy	Tomball	TX	77375	Yes
832 S Robb	Trinity	TX	75862	Yes
2521 W Front St	Tyler	TX	75702	Yes
302 E Rieck Rd	Tyler	TX	75703	Yes
3150 Robertson Road	Tyler	TX	75701	Yes
3303 Mineola Hwy	Tyler	TX	75702	Yes
112 Joe Carper	Uvalde	TX	78801	Yes
700 A Broadway	Van Horn	TX	79855	Yes
1531 Cumberland St	Vernon	TX	76384	Yes
2306 Leary Lane	Victoria	TX	77901	Yes
1711 Herring Ave	Waco	TX	76708	Yes
612 Austin	Waco	TX	76701	Yes
801 Austin	Waco	TX	76701	Yes
5117 Watauga	Watauga	TX	76137	Yes
121 Westgate	Waxahachie	TX	75165	Yes
208 YMCA Dr	Waxahachie	TX	75165	Yes
1501 Texas Dr Ste 200	Weatherford	TX	76086	Yes
1950 Clear Lake Rd	Weatherford	TX	76086	Yes
2124 Clear Lake Road	Weatherford	TX	76086	Yes
3412 Moreland Dr	Weslaco	TX	78596	Yes
510 S Texas Blvd	Weslaco	TX	78596	Yes
200 University	Wharton	TX	77488	Yes

Address	City	State	Postal Code	Supported By On-Site Services
404 Alabama Rd	Wharton	TX	77488	Yes
1328 Oakhurst	Wichita Falls	TX	76302	Yes
925 Lamar	Wichita Falls	TX	76301	Yes
930 N Magnolia	Woodville	TX	75979	Yes
1305 Kennedy	Zapata	TX	78076	Yes

Table 2: New Equipment Deployment Schedule

The forecasted schedule for Equipment deployment is provided below. The forecast is subject to change based on additional opportunities and/or changes in the Output Environment, such as the acquisition of additional Sites.

Paper Size (A3 or A4)	Type (Printer, Floor Console MFD, Desktop MFD)	Equipment Model	Month											Total Installs
			1	2	3	4	5	6	7	8	9	10	11	
A4	Desktop MFD	B405DN					37	62	93	110	33		1	336
A4	Desktop MFD	B605X				2								2
A3	Floor Console MFD	B8145H			1	2	18	56	65	56	19			217
A3	Floor Console MFD	B8155H				3	224	309	354	352	96		1	1339
A3	Floor Console MFD	B8170H				1	12	21	14	22	4			74
A3	Floor Console MFD	C8145H				2	14	25	30	21	4			96
A3	Floor Console MFD	C8170H							3					3
Production	Floor Console MFD	C9065					1	1	2					4
Production	Floor Console MFD	D125CP						2	3					5
Production	Floor Console MFD	Nuvera DP120						1						1
Production	Floor Console MFD	Nuvera DP200					1							1
		Total			1	10	307	477	564	561	156	0	2	2078

Table 3: Retained Equipment

- Not Applicable

Table 4: Retained Third Party Hardware Listing (Customer Owned)

- Not Applicable

Table 5: Retained Third Party Hardware Listing (Customer Leased)

- Not Applicable

Service Level Agreements Exceptions

- Not Applicable

Services Exceptions

- Not Applicable

End of Exhibit F-2: Regional Operations

EXHIBIT F-3: STATE SUPPORTED LIVING CENTERS AND HOSPITALS

This Exhibit F-3: State Supported Living Centers and Hospitals is made by and between Xerox Corporation (“Xerox”) and Texas Health and Human Services Commission (“Customer”) which shall collectively be known as the “Parties” pursuant to the terms and conditions of Xerox Contract Number 7180103-001 (“Agreement”) between the Parties.

Table 1: In-Scope Sites

The table below lists the In-Scope Sites. Such Site list may be expanded to any Customer and Customer Affiliate location through a Change Control Process.

Address	City	State	Postal Code	Supported by On-Site Services
11640 Hwy 87 N	Carlsbad	TX	76934	Yes
1200 E Brin	Terrell	TX	75160	Yes
1401 S Rangerville	Harlingen	TX	78552	Yes
1500 Pappas	Laredo	TX	78041	Yes
1901 N HWY 87	Big Spring	TX	79720	Yes
200 Rusk St	Mexia	TX	76667	Yes
2100 Preston	Richmond	TX	77469	Yes
2201 Main St	Vernon	TX	76384	Yes
2203 W 35th	Austin	TX	78703	Yes
2303 SE Military	San Antonio	TX	78223	Yes
2501 Maple St	Abilene	TX	79602	Yes
2910 Handley	Brenham	TX	77833	Yes
3401 N University	Lubbock	TX	79415	Yes
3501 N 19TH B501	Waco	TX	76708	Yes
3980 STATE SCHOOL	Denton	TX	76210	Yes
4001 S Hwy 36 B501	Brenham	TX	77833	Yes
4013 Castle Ridge	Corpus Christi	TX	78410	Yes
4110 GUADALUPE	Austin	TX	78756	Yes
424 Mesquite Dr	Mexia	TX	76667	Yes
4615 Alameda	El Paso	TX	79905	Yes
4730 College B501	Vernon	TX	76384	Yes
5021 Calallen Dr	Corpus Christi	TX	78410	Yes
6515 Kemp	Wichita Falls	TX	76308	Yes
6700 Delta	El Paso	TX	79905	Yes
6711 S New Braunfels	San Antonio	TX	78223	Yes
6844 N HWY 69	Pollok	TX	75969	Yes
721 Thompson	Kerrville	TX	78028	Yes
805 N Dickinson B501P	Rusk	TX	75785	Yes
8407 FM 433W B710	VERNON	TX	76384	Yes
902 Airport B501	Corpus Christi	TX	78405	Yes

Table 2: New Equipment Deployment Schedule

The forecasted schedule for Equipment deployment is provided below. The forecast is subject to change based on additional opportunities and/or changes in the Output Environment, such as the acquisition of additional Sites.

Paper Size (A3 or A4)	Type (Printer, Floor Console MFD, Desktop MFD)	Equipment Model	Month											Total Installs	
			1	2	3	4	5	6	7	8	9	10	11		
A4	Desktop MFD	B405DN										108	81	91	280
A4	Desktop MFD	B605X												2	2
A3	Floor Console MFD	B8145H										80	97	146	323
A3	Floor Console MFD	B8155H										122	235	260	617
A3	Floor Console MFD	B8170H										3	9	16	28
A3	Floor Console MFD	C8145H										15	40	40	95
A3	Floor Console MFD	C8170H													
Production	Floor Console MFD	C9065													
Production	Floor Console MFD	D125CP													
Production	Floor Console MFD	Nuvera DP120													
Production	Floor Console MFD	Nuvera DP200													
		Total										328	462	555	1345

Table 3: Retained Equipment

- Not Applicable

Table 4: Retained Third Party Hardware Listing (Customer Owned)

- Not Applicable

Table 5: Retained Third Party Hardware Listing (Customer Leased)

- Not Applicable

Service Level Agreements Exceptions

- Not Applicable

Services Exceptions

- Not Applicable

End of Exhibit F-3: State Supported Living Centers And Hospitals

EXHIBIT F-4: DFPS STATE OFFICE

This Exhibit F-4: DFPS State Office is made by and between Xerox Corporation (“Xerox”) and Texas Health and Human Services Commission (“Customer”) which shall collectively be known as the “Parties” pursuant to the terms and conditions of Xerox Contract Number 7180103-001 (“Agreement”) between the Parties.

Table 1: In-Scope Sites

The table below lists the In-Scope Sites. Such Site list may be expanded to any Customer and Customer Affiliate location through a Change Control Process.

Address	City	State	Postal Code	Supported by On-Site Services
2323 Ridgepoint	Austin	TX	78754	Yes
2401 Ridgepoint	Austin	TX	78754	Yes
2525 Ridgepoint	Austin	TX	78754	Yes
2535 Ridgepoint	Austin	TX	78754	Yes
701 W 51st	Austin	TX	78751	Yes

Table 2: New Equipment Deployment Schedule

The forecasted schedule for Equipment deployment is provided below. The forecast is subject to change based on additional opportunities and/or changes in the Output Environment, such as the acquisition of additional Sites.

Paper Size (A3 or A4)	Type (Printer, Floor Console MFD, Desktop MFD)	Equipment Model	Month											Total Installs		
			1	2	3	4	5	6	7	8	9	10	11			
A4	Desktop MFD	B405DN														
A4	Desktop MFD	B605X			5	9										14
A3	Floor Console MFD	B8145H			7	23										30
A3	Floor Console MFD	B8155H			4	14										18
A3	Floor Console MFD	B8170H			1											1
A3	Floor Console MFD	C8145H			4	6										10
A3	Floor Console MFD	C8170H				1										1
Production	Floor Console MFD	C9065														
Production	Floor Console MFD	D125CP														
Production	Floor Console MFD	Nuvera DP120														
Production	Floor Console MFD	Nuvera DP200														
		Total			21	53	0	0	0	0	0	0	0	0	0	74

Table 3: Retained Equipment

- Not Applicable

Table 4: Retained Third Party Hardware Listing (Customer Owned)

- Not Applicable

Table 5: Retained Third Party Hardware Listing (Customer Leased)

Intelligent Workplace Services Statement of Work



- Not Applicable

Service Level Agreements Exceptions

- Not Applicable

Services Exceptions

- Not Applicable

End of Exhibit F-4: DFPS State Office

EXHIBIT F-5: DSHS STATE OFFICE

This Exhibit F-5: DSHS State Office is made by and between Xerox Corporation (“Xerox”) and Texas Health and Human Services Commission (“Customer”) which shall collectively be known as the “Parties” pursuant to the terms and conditions of Xerox Contract Number 7180103-001 (“Agreement”) between the Parties.

Table 1: In-Scope Sites

The table below lists the In-Scope Sites. Such Site list may be expanded to any Customer and Customer Affiliate location through a Change Control Process.

Address	City	State	Postal Code	Supported by On-Site Services
1100 W 49th St	Austin	TX	78756	Yes
12300 Technology	Austin	TX	78727	Yes
201 W Howard Ln	Austin	TX	78753	Yes
701 W 51st	Austin	TX	78751	Yes
8407 Wall St	Austin	TX	78754	Yes
909 W 45th St B634	Austin	TX	78751	Yes
1401 S Rangerville	Harlingen	TX	78552	Yes

Table 2: New Equipment Deployment Schedule

The forecasted schedule for Equipment deployment is provided below. The forecast is subject to change based on additional opportunities and/or changes in the Output Environment, such as the acquisition of additional Sites.

Paper Size (A3 or A4)	Type (Printer, Floor Console MFD, Desktop MFD, Production)	Equipment Model	1	2	3	4	5	6	7	8	9	10	11	Total Installs
A4	Desktop MFD	B405DN				15	6						3	24
A4	Desktop MFD	B605X				45	6							51
A3	Floor Console MFD	B8145H				47	29							76
A3	Floor Console MFD	B8155H				10	7							17
A3	Floor Console MFD	B8170H				2								2
A3	Floor Console MFD	C8145H				45	5						1	51
A3	Floor Console MFD	C8170H												0
Production	Floor Console MFD	C9065				1								1
Production	Floor Console MFD	D125CP				4								4
Production	Floor Console MFD	Nuvera DP120												0
Production	Floor Console MFD	Nuvera DP200												0
		Total			0	169	53	0	0	0	0	0	4	226

Table 3a: Retained Equipment

– Not Applicable

Table 3b: Retained Third Party Hardware Listing (Xerox Owned)

Device Type	Manufacturer	Model	Quantity
Scanner	Fujitsu	7160	92
Scanner	Fujitsu	1300	2
Scanner	Fujitsu	6670	10
	Total		104

Table 4: Retained Third Party Hardware Listing (Customer Owned)

- Not Applicable

Table 5: Retained Third Party Hardware Listing (Customer Leased)

- Not Applicable

Service Level Agreements Exceptions

- Not Applicable

Services Exceptions

- Not Applicable

End of Exhibit F-4: DFPS State Office



EXHIBIT G: INVOICE PRESENTMENT SOW FORM (IPSOW)

Invoice Presentment Statement of Work

Contract / Customer Name: Texas Health and Human Services Commission

Contract Number: 7180103-001

Contract Services / Effective Date: 09/01/2020

Invoice Requirements

Invoice Delivery Information:

Invoicing Delivery Method Required: Client E-Mail Address

Invoice Selections (select one):

Summary Page ONLY

Minimums, Impressions, VBS charges all billed separately

Is a Purchase Order required on the invoice? Yes

Offering Selections:

Not Applicable

Reporting Requirements

Reporting Information:

Is Invoice Backup Reporting Required? Yes

Client's Name Otis Williams

Client's Phone 512-284-3532

Client's Email otis.williams02@hhsc.stste.tx.us

Point of Contact Name Otis Williams

Does the Customer agree to the Standard Invoice Backup Reporting? No

Reporting required fields, General Invoice Columns:

Account Name

Contract Number

Install To Address

Invoice Date

Customer Reference

PO Number

Reporting required fields, Invoice Charge Columns:

Serial Number / ID #

Charge Description



Line Non-Taxable Amount

Monthly Charge

Line Taxable Amount

Other Charge (VBS)

Quantity

Unit Price

Market Code/Model

Meter Read Details

Line Subtotal

Usage Details

Contract Allowance

Pool % Weight (Rounded)

Additional Information

Billing Frequency Information:

Is this contract in agreement to the standard practice to bill monthly minimums in advance, and billable supplies and meters in arrears? No

All activity must be billed in arrears for the State of Texas.

Is this contract in agreement to the standard practice invoice overage (meter/usage reconciliation) of monthly? No

Meter/Usage Reconciliation Selection: Semi-Annual off Calendar Cycle

Which cycle is customer requiring? Sept-Feb & March- Aug

Additional requirements:

Customer requires the departments to be split out into different summary invoices based on the IM codes. Customer wants one detailed spreadsheet for the entire population and then detailed spreadsheets behind that for the separate departments.

Federal Government Information:

Is this contract for a Federal Government Approved Customer? No

End of Invoice Presentment Statement of Work

Version 1.9

Xerox Device and Services billing system: XSITE

Customer Owned/NX and Services billing system: N/A

Date approved 08/13/2020

SCHEDULE A: XEROX® PRINT SECURITY AUDIT SERVICES ("XPSAS")

THIS XEROX® PRINT SECURITY AUDIT SERVICES SCHEDULE ("Schedule") is hereby attached to and made a part of this Intelligent Workplace Services Statement of Work ("**IWS SOW**") that is governed by the terms and conditions of Xerox Contract Number 7180103-001 entered into by and between Xerox Corporation ("**Xerox**") and Texas Health and Human Services Commission ("**Customer**"), to add the Schedule Services as further described herein.

The Parties hereby agree as follows:

- 1. DEFINED TERMS** – Terms defined within the Agreement and the IWS SOW and used herein shall have the meaning set forth therein unless expressly set forth otherwise below:

Compatible: SNMP-enabled and capable of communicating with and being discovered and monitored by the Xerox Tools.

Compliance: The adherence of In-Scope XPSAS Equipment to the Customer's security requirements.

Compliance Reporting: Reports that provide Customer view of In-Scope XPSAS Equipment compliance.

Configuration Set: The Customer-defined settings, by In-Scope XPSAS Equipment model, that comprise the Customer's security requirements that is stored on and deployed from the Xerox Tools.

Critical Security Patch: A patch that resolves at least one (1) security problem with critical severity where the exploit is publicized external to Xerox and it exposes Customer networks, image data or PII (personally identifiable information) or CII (customer identifiable information).

Firmware Management: The reporting of Customer-certified firmware levels, as well as firmware update activities and history by In-Scope XPSAS Equipment. This includes the updating of firmware versions as required to maintain Compliance.

In-Scope XPSAS Equipment: XPSAS-Eligible Equipment installed in Customer's Output Environment and managed by Xerox as defined by the Xerox Tools under this Schedule.

Inspection or Inspect: The process of running reports on In-Scope XPSAS Equipment to determine current settings, and the Compliance of each to the Customer's security requirements.

Xerox® Print Security Audit Services (XPSAS): Services provided by Xerox under this Schedule on In-Scope XPSAS Equipment that enable Customer to: (a) create Customer's security requirements; (b) configure to the Customer's security requirements; (c) inspect and report on Compliance to the Customer's security requirements; (d) remediate Compliance issues; and (e) conduct Firmware Management.

Professional Services – Means any professional services related to the Xerox® Print Security Audit Services that are not described in this Schedule.

XPSAS-Eligible Equipment: The models of Equipment on which Xerox has the capability to provide XPSAS.

XPSAS Implementation: The hardware, software, labor, and processes necessary to establish the infrastructure for XPSAS.

Remediation: The process of reapplying the Customer's security requirements to In-Scope XPSAS Equipment that has been identified as out-of-Compliance during the Inspection process.

Schedule Effective Date – The effective date of this Schedule shall be the effective date of the Order associated with this Schedule

- 2. SERVICES DESCRIPTION** – Xerox Print Security Audit Services (XPSAS) is a comprehensive Equipment security solution that incorporates risk mitigation services into an automated software tool. XPSAS brings automation and structure to In-Scope XPSAS Equipment security. XPSAS expands on the Xerox Tools core technologies and services (meters, alerts, and Equipment discovery) with firmware management, password management, compliance policy management, and Customer reporting.

Further details of the Schedule Services are set forth in Attachment A.

- a. Customer Acknowledgement:** Customer acknowledges and agrees that: Xerox shall have necessary and sufficient local and remote access to the network and server(s) where the Xerox Tools is installed for purposes of

providing the Schedule Services under this Schedule. Necessary and sufficient access includes the following: Customer shall create and provide Xerox the necessary permissions and access to the Xerox Tools administration accounts, applications, infrastructure, directories, folders and files required to properly administer and manage the Schedule Services. Customer shall, if required by Customer, provide Xerox with PC/laptop assets and any required remote access telecommunications and security mechanisms required to facilitate remote administration of the Schedule Services by Xerox. Customer further acknowledges and agrees that the Xerox Tools will provide usage reports to Xerox via email or other communication means; the Schedule Services and Xerox Tools are installed electronically unless otherwise stated in this Schedule.

- i. Customer Specific Requirements: To the extent that there are any Customer-specific requirements to be taken into consideration for the XPSAS Implementation and management of XPSAS under this Schedule, such requirements shall be set forth in Attachment B hereto.
 - b. XPSAS Implementation - During XPSAS Implementation, which includes Transition and Transformation activities as described in Attachment A, Xerox will install and configure the XPSAS Services infrastructure to support all In-Scope XPSAS Equipment, including configuring the Xerox Tools. In consultation with Customer, Xerox will document technical requirements, validate the XPSAS solution configuration in Customer's Output Environment, install and test the solution initially in a limited test environment, and implement the solution in a production environment. Xerox will use the Xerox Tools to discover In-Scope XPSAS Equipment. Customer will define and communicate Customer security requirements through an interview process between Customer and Xerox. Xerox will then configure Customer's Customer security requirements in the Xerox Tools for each In-Scope XPSAS Equipment model group and create Customer's reporting structure in the Xerox Tools. In addition, the Customer security requirements will be sent via the Xerox Tools to all In-Scope XPSAS Equipment or to a smaller subset of In-Scope XPSAS Equipment as requested by Customer. Upon completion of Implementation, an initial Firmware Upgrade and Audit Check report (Section 2D) shall be generated and invoicing shall begin for the XPSAS Charges set forth in the Order to which this Schedule is attached.
 - c. Service Operations - Over the Term of the SOW, In-Scope XPSAS Equipment will be Inspected daily by the Xerox Tools against Customer's defined Customer security requirements. The Xerox Tools shall conduct automated Remediation activities of any In-Scope XPSAS Equipment as required. Xerox shall conduct manual remote Remediation activities of those In-Scope XPSAS Equipment that cannot be remediated automatically.
 - d. Reporting – Xerox will provide, as part of this Schedule, quarterly reporting on Compliance and Firmware Management for In-Scope XPSAS Equipment.
 - i. XPSAS shall provide Customer customized quarterly reporting with historical trend analysis, identification of open issues based on detailed analysis, and recommended actions to close the open issues.
 - e. Roles and Responsibilities: Implementation and the performance of the Schedule Services depend on each Party meeting its responsibilities and on effective cooperation and communication between the Parties. The tables of roles and responsibilities in Attachment A are intended to allocate such responsibilities and enable that effectiveness.
3. **TERM** – This Schedule shall commence upon the Schedule Effective Date and, subject to Implementation occurring, shall be coterminous with the Initial Term of the IWS SOW, including any extensions or renewals of the IWS SOW.
 - a. Termination: Either party may, upon ninety (90) days prior written notice to the other party, terminate the Schedule Services. If Customer terminates the Schedule Services prior to termination or expiration of the IWS SOW, then Customer agrees to pay to Xerox any applicable early termination charges associated with this Schedule as set forth in the IWS SOW or the Agreement.
 - b. Effect of Termination: Upon termination or expiration of this Schedule (i) all rights to access the applicable Schedule Services cease; (ii) Customer agrees to remove, or allow Xerox to remove or disable, all copies of the Xerox Tools from Customer's network and server(s) if applicable; and (iii) Customer is responsible for configuring its network print queue environment, print drivers, and any affected print functionality after termination of the Schedule Services.
4. **CHARGES** – Charges for XPSAS on In-Scope XPSAS Equipment are set forth in the signed Order to which this Schedule is attached and are exclusive of any and all applicable Taxes. Charges will begin being invoiced upon completion of Implementation.

5. **CHANGES** - To the extent that the Parties wish to add or make modifications to this Schedule after the Schedule Effective Date, including without limitation modifications to the Schedule Services, the addition of Professional Services, the addition of new Sites at which Schedule Services will be performed, and changes to the pricing (exclusive of any and all applicable Taxes) resulting from any of the foregoing, all such changes will be documented in a signed SOW Amendment and/or an Order.

6. **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO SCHEDULE SERVICES –**

ADDITIONAL WARRANTY DISCLAIMER – IN ADDITION TO THE WARRANTIES AND DISCLAIMERS IN THE AGREEMENT, THE FOLLOWING SHALL APPLY TO THE XPSAS SERVICES. EXCEPT AS STATED IN THE AGREEMENT, XEROX EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE PERFORMANCE OF THE XPSAS SERVICES, AND XEROX DOES NOT WARRANT THAT THE XPSAS SERVICES WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S SOFTWARE, OR WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE ERROR FREE.

Except as specified herein, the SOW and the Agreement shall remain as stated. If there is a conflict between the contents of the SOW and this Schedule, this Schedule shall control with respect to the provision of XPSAS.

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

ATTACHMENT A

SCHEDULE SERVICES DESCRIPTION

The Schedule Services focuses on securing the Output Environment by controlling access to In-Scope XPSAS Equipment and associating job data with a specific End User for activity reporting purposes.

Service Description	
XPSAS Standard A comprehensive Equipment security solution that incorporates risk mitigation services into an automated software tool.	
XPSAS Standard: Customer View of Xerox Tools Dashboard Xerox provides access to the Customer to a read only view for the Xerox Tools Dashboard to view the current and past compliance auditing and remediation of their configuration policy.	
XPSAS Advanced: Password Management – Equipment Specific Passwords Unique passwords for each unit or model of In-Scope XPSAS Equipment are available as an advanced option. Unique passwords for each unit or model of In-Scope XPSAS Equipment are updated per Customer security requirements.	
XPSAS Advanced: Continuous Improvement – Firmware Updates Xerox provides support for firmware policy change management enabling ongoing Customer testing of In-Scope XPSAS Equipment firmware	
XPSAS Advanced: Reports Quarterly customized report presentation with historical trend analysis, identification of open issues based on detailed analysis, and actions to close open issues.	

Scope Assumptions	
XPSAS Standard	
List of In-Scope XPSAS Equipment Models	B405DN, B605X, B8145H, B8155H, B8170H, C8145H, C8170H
# of units of New In-Scope XPSAS Equipment	~4044
Number of New In-Scope XPSAS Equipment families	4 families
Remote Analysts – On-Shore / Near Shore permitted	No (On-Shore Analyst only)
Number of password policies required for each In-Scope XPSAS Equipment model	1 for each Group listed in Exhibit F
Password policy for fleet of Equipment changed	Quarterly
XPSAS Advanced: Continuous Improvement – Firmware updates	
In-Scope XPSAS Equipment updated (routine updates)	Annually
In-Scope XPSAS Equipment updated (Critical Security Patch)	Quarterly
XPSAS Advanced: Reports	
Frequency of Advanced Reports	Quarterly

XPSAS Standard – 19 Key Settings Groups	
Categories	Settings Group
Access and Control	Enable / Disable Password Reset
	Set New Password
	Enable 802.1x
	Enable 802.1x Password
	Configure Scan to USB
	Configure Print from USB
	Create Self Signed Digital Certificate (for Device)
	Show / Hide IPv4 Address
	Show / Hide Host Name
Encryption	FIPS 140-2
	Set User Data Encryption
Hard Disk Drive Administration	Set Immediate Job Overwrite
	Scheduled Image Overwrite
	Frequency of Image Overwrite (D/W/M: Time)
Firmware Upgrade	Enable / Disable Upgrade
	Scheduled Upgrade
Disable Services	Protocols
	Scan Services Internet Fax, Scan to Home / Mailbox
	McAfee Embedded Control

Transition*

In order to transition the Schedule Services into Customer's Output Environment, the following activities and associated responsibilities for performance shall be completed:

ID.	Activity	Accountable
1.	Complete Customer IT environment assessment (network connectivity, Active Directory integration, server specifications, etc.).	Xerox and Customer
2.	Customer shall create and provide Xerox the necessary permissions and access to the Xerox Tools administration accounts, applications, infrastructure,	Customer
3.	Configuration requirements are documented for In-Scope XPSAS Equipment deployment	Xerox
4.	Review existing In-Scope XPSAS Equipment for potential firmware update opportunity.	Xerox

*Xerox is not liable for delays in Implementation due to Customer's delay, inability or failure to complete Customer's responsibilities as outlined in this Schedule.

XPSAS Advanced

ID.	Activity	Accountable
	Manual In-Scope XPSAS Equipment Configuration	
1.	Gather, identify, and validate Customer Requirements	Xerox and Customer
2.	Manual configuration for settings that may not be remotely manageable (requires use of the Equipment's web portal). Note: This option is required for SNMPv3 In-Scope XPSAS Equipment setup. Includes initial setup and expected configuration mitigation actions.	Xerox
	XPSAS Advanced: Customer View of Xerox Tools Dashboard	
3.	Gather and identify the list of Customer "Users" from the Customer's Active Directory and add them to the appropriate User Groups in the Xerox Tools in order to grant access to view the Xerox Tools Dashboard.	Xerox and Customer
	Password Management – In-Scope XPSAS Equipment Specific Passwords	
4.	Gather, identify, and validate Customer Requirements	Xerox and Customer
5.	Unique passwords for each unit of In-Scope XPSAS Equipment are updated per Customer security requirements.	Xerox
	Continuous Improvement – Firmware Updates	
6.	When a new major firmware version is released, the Customer will be made aware of the update and will decide with the account team if the firmware policy should be updated (i.e. use the new firmware)	Xerox and Customer
	Advanced – Reports	
7.	Quarterly customized report presentation with historical trend analysis, identification of open issues based on detailed analysis, and actions to close open issues.	Xerox

Transformation - XPSAS Configuration - Standard

ID.	Activity	Accountable
1.	Apply settings policy in Xerox Tools	Xerox
2.	Apply firmware policy in Xerox Tools	Xerox
3.	Apply password policy in Xerox Tools	Xerox
4.	Configure Xerox Tools to automatically add new In-Scope XPSAS Equipment into the supported In-Scope XPSAS Equipment group	Xerox
5.	Configure Xerox Tools Audit Check and Firmware reports	Xerox
6.	In-Scope XPSAS Equipment is configured per the Customer's security requirements	Xerox

ID.	Activity	Accountable
	Security controls include 19 key setting groups; including networking, protocols, and image overwrite; firmware and password	
7.	Generate initial reports as outlined in Section 2 D of this Schedule	Xerox

Service Operations

After completion of the Transition and Transformation activities set forth above, the Schedule Services shall be provided as follows. Schedule Services delivery shall be provided remotely.

ID.	Activity	Accountable
1.	In-Scope XPSAS Equipment is configured per the Customer's security requirements Security controls include 19 key setting groups; including networking, protocols, and image overwrite; firmware and password	Xerox
2.	Using the implemented Customer security policies, Xerox Tools shall audit the fleet nightly, automatically mitigate issues, and alert to non-mitigated issues.	Xerox
3.	Xerox Tools delivers automated Remediation of In-Scope XPSAS Equipment configuration settings and password updates.	Xerox
4.	For non-mitigated policy issues, Xerox shall provide resolution to match the appropriate policy.	Xerox
5.	Provide local On-Site support for issues that cannot be corrected remotely.	Customer
6.	Generate ongoing reports as outlined in Section 2 D of this Schedule	Xerox
7.	Manual configuration for settings that may not be remotely manageable (requires use of the In-Scope XPSAS Equipment's web portal). Note: This option is required for SNMPv3 In-Scope XPSAS Equipment setup. Includes initial setup and expected configuration mitigation actions.	Xerox
8.	Provide Level 1/2/3 Support	Xerox
9.	Yearly reviews of configuration policies (to ensure they are up to date with Customer's security requirements)	Xerox and Customer

Customer Responsibilities:

Customer Obligations: Customer shall provide qualified technical resource(s) to participate in the interview process and provide Xerox personnel with the technical information necessary to establish Customer security requirements for all In-Scope XPSAS Equipment and the XPSAS infrastructure. Customer shall provide network access sufficient to permit the Xerox Tools to operate within Customer's Output Environment.

ATTACHMENT B

XEROX XPSAS PREREQUISITES

- Xerox Tools 6.1.X or later must be installed.
- All Equipment is managed by Xerox Tools and are network connected.
- Equipment not networked connected shall be out of scope for XPSAS Services.
- Firmware upgrades are specifically for new In-Scope XPSAS Equipment. Existing In-Scope XPSAS Equipment firmware upgrades (include firmware upgrade planning) are covered under the Advanced firmware update option.
- Remote login to Xerox Tools provided by the Customer's IT department. This enables remote configuration and support. Note: Remote login is not required for Customer's with On-Site Xerox support that will cover all aspects of XPSAS.
- The In-Scope XPSAS Equipment are remotely configurable for the nineteen (19) security setting groups that Customer requests be controlled. Manual management of non-network supported In-Scope XPSAS Equipment settings available (XPSAS advanced option)
- Additional Equipment settings can be considered, per a Xerox engineering review of In-Scope XPSAS Equipment compatibility, and mutually agreed to by the Parties.

END OF XEROX® PRINT SECURITY AUDIT SERVICES SCHEDULE

END OF STATEMENT OF WORK FOR XEROX® INTELLIGENT WORKPLACE SERVICES