

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 187800	Amendment CMS # 194109
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1. PARTIES

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

2. EFFECTIVE DATE AND ENFORCEABILITY

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

3. FACTUAL RECITALS

The Parties entered into the Contract effective August 1, 2024 for the provision of Multi-Function Devices and Related Software, Services and Cloud Solutions, as set forth in Contract number 187800.

4. CONSIDERATION

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

5. LIMITS OF EFFECT

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

6. MODIFICATIONS

This Amendment shall incorporate the following additional Attachments into the Contract, as per the attached:

- 1) **Attachment 19** – Xerox C&CS and EDMS DocuShare Terms
- 2) **Attachment 20** – Sample Xerox CCS SOW
- 3) **Attachment 21** – Xerox RPA Terms and SOW

7. START DATE

This Amendment shall take effect on the Effective Date.

8. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

(SIGNATURE PAGE FOLLOWS)

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Xerox Corporation Rachael Jones Tur By: _____ Title: <u>Director, SLED Cooperative Contracts</u> <u>Rachael Jones Tur</u> F9472944D2F0449... Signature Date: <u>9/18/2024</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director DocuSigned by: <u>John Chapman</u> EF45AFDEB51E414... By: John Chapman, State Purchasing Manager Date: <u>9/19/2024</u>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Nathan Manley
66856696CC1A43A...

By: _____ **Date:** 9/19/2024



ATTACHMENT 19 – XEROX C&CS AND EDMS DOCUSHARE TERMS

<< Enter Customer Name>>>

<<<Agreement Effective Date>>>

Any Purchasing Entity who acquires Capture and Content Services (C&CS) and Electronic Document Management Systems (EDMS) under the Xerox NASPO ValuePoint Master Agreement (“Master Agreement”), #187800, shall be subject to the following terms (“Agreement”), unless otherwise agreed to by the Participating State or Purchasing Entity. Capitalized terms that are not defined in this Agreement shall have the same meaning assigned to them in the Master Agreement. Xerox and Customer are each also referred to herein as a “Party” and collectively as the “Parties.”

For purposes of acquiring C&CS and EDMS under the Master Agreement, Purchasing Entity agrees, notwithstanding anything to the contrary, that the following provisions are applicable to C&CS and EDMS and are in addition to those in the Master Agreement. To the extent that the terms and conditions set forth below are contrary to those in the Master Agreement, the Master Agreement shall control.

Both, Customer and Xerox hereby agree the following terms apply to Orders for C&CS and EDMS:

CHARGES – Customer agrees to pay the charges for EDMS – DocuShare® in accordance with the rates set forth in the Capture and Content Services (C&CS) Statement of Work (“SOW”) and to pay the charges for its use of the EDMS – DocuShare® in accordance with the fees set forth in the EDMS – DocuShare® schedule / Order (Attachment A) as applicable.

TERM – This Effective Date is (insert date) subject to completion of Transition, shall terminate upon expiration of the applicable C&CS Statement of Work affixed hereto (the “SOW”). Transition means a period of time required to design, procure, build, and test the solution for the Services.

- A. **Early Termination:** The EDMS - DocuShare® Schedule is an integral component of the C&CS SOW. Customer termination of the schedule services under this Agreement shall constitute termination of the applicable C&CS SOW.
- B. **Effect of Termination:** Upon termination or expiration of the applicable EDMS - DocuShare® schedule all rights to access the applicable EDMS - DocuShare® schedule services cease.

CHANGES – Any amendments, modifications, alterations, or other changes to this Agreement must be made in a writing signed by both Parties.

DOCUMENT STORAGE ADDITIONAL TERMS AND CONDITIONS

A. Definitions.

- i. “Authorized User” means Customer employees, employees of Customer Affiliates, and outsourced service providers under contract to and acting solely on behalf of Customer.
- ii. “Cloud Named User (CNU)” means a single, identified Authorized User who has access to the service. A CNU may not be accessed by multiple Authorized Users; however, a CNU license may be reassigned from one Authorized User to another, so long as the first Authorized User no longer has access to the CNU license.
- iii. “Concurrent Use License” means a license based on the number of simultaneous users accessing the DocuShare® Service. A Concurrent Use License may be used by a number Authorized Users logged into the DocuShare® Service measured at any one point in time that does not exceed the maximum number of Concurrent User Licenses purchased pursuant to the terms of this Agreement, which is detailed in Attachment A of this Agreement.

B. License Grant.

- i. Subject to the terms and conditions of this Agreement, including all Attachments and

Schedules and for the duration of the Term, Xerox grants Customer a limited, nonexclusive, nontransferable, non-sublicensable license to access and retrieve content stored by the DocuShare® software program, including all updates, upgrades, modifications and improvements made available by Xerox from time to time hereunder (collectively, “DocuShare® Software”) in a hosted format accessed through a web portal and associated Documentation (manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services) (together with the DocuShare® Software, the “DocuShare® Service”) and display said content solely for Customer’s internal business operations, via a number of Authorized Users that shall not at any time exceed the number of CNU’s purchased by Customer or the number of Concurrent User Licenses, as applicable. Customer shall cause Authorized Users to be bound by, and is responsible and liable for Authorized Users’ compliance or noncompliance with, the terms of this agreement.

- ii. Customer shall not, and shall not authorize any third party to: (i) use or provide the DocuShare® Service on a service bureau, outsourcing, renting, or time-sharing basis, or (ii) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the DocuShare® Service or DocuShare® Software or any part thereof, or otherwise attempt to discover any source code, modify the DocuShare® Service in any manner or form, or use unauthorized modified versions of the DocuShare® Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the DocuShare® Service or DocuShare® Software. Customer shall not access, or assist any third party to access, the DocuShare® Service by any means other than through the interface and method provided by Xerox.
- iii. Customer acknowledges and agrees that Xerox and its licensors own all right, title and interest in and to all intellectual property rights in the DocuShare® Service and the DocuShare® Software. Without limiting the foregoing, DocuShare® Software contains portions of imaging code owned and copyrighted by Accusoft Corporation, Tampa, FL (all rights reserved). Any rights not expressly granted herein are reserved by Xerox. Except for the limited right to use the DocuShare® Services stated herein, Customer has no right to use any intellectual property of Xerox, including trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

C. Customer Use.

- i. Customer will not:
 - a. Engage in any activity that interferes with, disrupts or attempts to gain unauthorized access to the DocuShare® Service, other user account, or servers, networks or products connected to or used to provide the DocuShare® Service;
 - b. Submit information or use the DocuShare® Service to engage in conduct that (1) is unlawful, defamatory, libelous, invasive of another’s privacy, threatening, tortious, abusive, harassing, hateful, racially or ethnically offensive, pornographic, obscene or otherwise objectionable; (2) infringes, misappropriates or misuses any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party; or (3) contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of Xerox or any third party;
 - c. Use the DocuShare® Service (1) to export Customer Information or any other software or data in violation of applicable laws including U.S. laws; (2) to plan or carry out any illegal activity; or (3) in any other manner that violates any applicable local, state, national, foreign, or international law; or
 - d. Remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to, contained within, or displayed with the DocuShare® Service or DocuShare® Software.

D. Customer Registration Data and User Account Information.

- ii. Customer represents that it and its Authorized Users have provided accurate, current, and complete information to gain access to the DocuShare® Service (“Registration Data”).

Customer shall notify Xerox of any updates to Registration Data at docushare.licenses@xerox.com, Attn: Contracts Manager. Xerox may suspend Customer's account if Xerox has reasonable grounds to believe Registration Data is untrue, inaccurate, incomplete, or not current.

- iii. Customer shall provide and assign unique passwords and user names to each Authorized User for each CNU and each Concurrent Use License purchased ("User Account Information"). Customer acknowledges and agrees that (i) User Account Information will be accurate and up to date and that if Customer learns that incorrect information has been provided, Customer will correct this and update Xerox with the correct details, (ii) Customer is responsible for confidentiality of user passwords and user names, and (iii) Customer will be solely liable to Xerox for all access and use via User Account Information. Customer shall promptly notify Xerox if Customer becomes aware of any unauthorized use of User Account Information.
- iv. Customer acknowledges and agrees that Xerox may disclose Registration Data and User Account Information: (i) to its Affiliates in the course of developing, providing, managing, administering and improving the DocuShare® Service; (ii) when Xerox believes in good faith that disclosure is necessary to protect Xerox' rights under the Agreement or this Schedule, protect the safety of others, investigate fraud or other illegal activity or respond to a government request; (iii) as required by law; and/or (iv) in the event of a merger, acquisition or reorganization of Xerox or a relevant portion of its assets, to the acquiring or surviving entity.

E. Transmission of Data and Network Security Standards. Customer agrees that all network components, internet connections, and other hardware and software Customer may access in the course of using the DocuShare® Service, including without limitation browser software, shall support the HTTPS protocol, Secure Socket Layer (SSL) protocol and/or such other data security protocol(s) identified in the applicable SOW. Customer agrees to follow logon procedures that support such protocols. Customer is responsible for the accuracy, adequacy, availability, and security of Customer systems. Customer shall not intentionally interfere with or disrupt Xerox or third party systems. Customer acknowledges that Xerox and third party systems may be located, and User Account Information and Customer Information (documents, materials, and information belonging to Customer that Customer provides to Xerox for Xerox to provide Products and Services under an Order) may be transmitted, stored, and processed, in the United States or any other country in which Xerox and/or its Affiliates maintain facilities. Customer is solely responsible for ensuring the security and backing up of Customer Information. Customer acknowledges that electronic communications may be accessed by unauthorized parties and that Xerox is not responsible for any Customer Information that may be lost, altered, intercepted, or stored without authorization during transmission over Customer or third party systems. Network security standards are managed and operated by Microsoft Azure. Detailed information can be found at <https://docs.microsoft.com/en-us/azure/security/security-get-started-overview>.

In the event of a conflict between this Agreement, any Exhibits attached hereto and any Order, the order of precedence shall be the Master Agreement followed by the Customer Order, then this Agreement, and then Statement of Work.

ENTER CUSTOMER NAME

XEROX CORPORATION

Signature

Name (please print)

Title

Address

Date

Signature

Name

Title

Address

Date



ATTACHMENT 20 – SAMPLE XEROX CCS SOW

CAPTURE AND CONTENT SERVICES

STATEMENT OF WORK

FOR

[CUSTOMER NAME GOES HERE]

Xerox Services Contract Number

XXXXXXXX-XXX

DRAFT

SOW Version Date

xx/xx/xxxx

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1 DESCRIPTION OF SERVICES

1.1 Executive Summary

This Capture and Content Services (C&CS) Statement of Work (“SOW”) is made by and between Xerox Corporation (“Xerox”) and [Customer name] (“Customer”), which shall collectively be known as the “Parties”, under the auspices of the NASPO ValuePoint Master Agreement # 187800 and the Participating Addendum # [insert Contract #] between the Parties (“Agreement”).

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

1.2 Objectives

This SOW sets forth the Scanning and digitization services (“Services”) that Xerox shall provide to the Customer. The Agreement is the governing document, and this SOW describes the Customer’s requirements for this project. This SOW may only be changed via the Change Control Process.

1.3 Key Dates

- The effective date of this SOW shall be the effective date of the Order to which this SOW is attached (“Effective Date”)
- The Term of this SOW is the term of the Order (# of months) to which this SOW is attached, including any extensions thereto as mutually agreed upon by the Parties. The Term shall commence upon the activation of Services
- Xerox shall notify Customer in writing of the completion of the activation of Services and the Charges in the applicable Order and the SOW shall begin being invoiced
- SLAs shall become effective upon the completion of the activation of Services

Customer has identified Documents that require Capture and Content Services (C&CS). Capture and Content Services (C&CS) simplifies the process path, from Document Capture, Scanning, Data Extraction and Indexing, Quality Assurance, Exception Request Handling, Data Delivery, and Archiving. All Image and metadata files, if applicable, shall be delivered to the Customer via an Electronic Document Management System (EDMS).

Xerox agrees to provide the Services during Business Days/Hours at the designated C&CS Facilities as outlined in this SOW. During the development of this Statement of Work, the Customer has provided Xerox with a complete list of any rules and/or requirements related to all aspects of the Services (e.g., Document preparation, Scanning, etc.) which have formed the basis of the assumptions, set forth in Exhibit A: Services Scope Assumptions, attached hereto, of the Services described herein. If any rules and/or requirements as described above are not specifically called out in the Services described within this Statement of Work, then those requirements are considered out-of-scope but can be added to the Services via the Change Control Process.

1.4 In-Scope Summary of Services

Services Overview	
Document Submission to Xerox	
Document Processing	

Services Overview	
C&CS Facility	
Document Storage Location	

1.5 C&CS Facility and Document Storage Locations

The C&CS Facility address where the Services, unless otherwise outlined above, shall take place and the address of where the original Documents shall be stored, are as follows:

Location Name	Address	City	State	Zip Code

1.5.1.1 C&CS Facility Security

The C&CS Facility shall maintain administrative, technical, and physical safeguards designed to protect against threats or hazards: (a) to the privacy, confidentiality, or integrity of information; (b) from unauthorized or unauthenticated access to information; and (c) from unauthorized disclosure, destruction, loss, or alteration of information. The C&CS Facility shall be in a secure area with restricted access to a limited set of a personnel.

Terms defined in the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly defined below or elsewhere within this SOW.

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

Artificial Intelligence Model – a program that has been trained on a set of data (referred to as the “training set”) to recognize certain types of patterns and uses various types of algorithms to reason over and learn from this data, with the overarching goal of solving business problems.

Biometric Data – Personal Data resulting from specific technical processing relating to the physical, physiological, or behavioral characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or fingerprints.

Box – A container that contains no more than two (2) cubic feet with a maximum capacity of 3,000 Pages.

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 C&CS Facility time, excluding Xerox and Customer’s holidays.

C&CS Facility – The location where Xerox shall conduct the Scanning services.

Capture and Content Analytics Dashboard – A Xerox hosted website that provides Scanning analytics.

Change Control Process – A systematic approach to managing all changes made to the Services 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.

Cherished Documents – Documents classified by Customer as containing Personal Data or other information that requires special handling according to Customer requirements (i.e., identification and subsequent return to Customer).

Comma Separated Value (or “CSV”) – Comma separated values which is a data format that specifies how Xerox and/or Customer shall receive metadata.

CRT – Customer Requirements-based Testing.

Currency – A system of money in general use in a particular country.

Customer Caused Delay – Customer, or Customer’s agents’, failure to perform or facilitate completion of the Customer accountable Transition activities outlined in this SOW, which result in elongating the Transition project schedule as documented in the Project Plan.

Customer Requirements-based Testing – Testing which is conducted based upon requirements provided by Customer.

Document – A Customer provided piece of written or printed matter, that is considered In-Scope. Documents may include one (1) or more Pages and are outlined in Exhibit A: Services Scope Assumptions.

Dots per Inch (or “DPI”) – Dots per Inch details the level of Scanned Image quality.

Electronic Document Management System (or “EDMS”) – A software system for organizing, transferring, and storing different kinds of electronic files (i.e., Images, etc.)

Electronic Document Submission – The process of obtaining and importing files and/or Images into the Xerox Tools.

End User – Customer employees or any other individuals identified by the Customer as being authorized to receive Scanned Images and associated metadata from Xerox.

Flatbed Scanning – A Document that cannot be Scanned using a high speed scanner for any reason (i.e., damaged documents, using the high speed scanner would damage the original Document, Documents that cannot be removed from a book or binding as designated by Customer, books or require hand to glass, thermal paper, etc.)

Good Quality Image(s) – Images where the original(s) are found to be of sufficient quality to produce a serviceable quality on-screen Image. See Exhibit D: Good Quality Image Review Requirements.

Grayscale – A range of gray shades from white to black, as used in a monochrome display or printout.

Image (or “Image File”) – The electronic rendering of a single side of a Page.

Image Output – The export of an Image out of the Scanning system ready for transfer to the Customer.

Incremental Monthly Volume – The monthly transaction volume that exceeds the Minimum Monthly Volume.

Index(ing) – The capture of metadata and its assignment to an Image so that it can be searched on and found in the future.

In-Scope – Documents which have been agreed to receive the Services provided by Xerox under this SOW.

Intelligent Document Processing (“IDP”) – A set of technologies and services that leverage the Artificial Intelligence Model to carry out tasks like reading and categorizing Documents, routing Documents, extracting, and validating data from Documents, and other tasks related to understanding and processing unstructured content to enable quicker and more accurate decision-making.

Key Performance Indicators (or “KPIs”) – Key measurements that indicate the performance of the Services delivered as specified in Section 5.3 Key Performance Indicators.

Light Repair – Where Xerox shall apply effort (no more than five (5) seconds) to fix a Page to allow it to be Scanned on the bulk scanner. This may include applying sticky tape to fix a small tear which does not render the Document in two (2) parts.

Long Format Document – A Customer provided piece of written or printed matter that is longer than a Document as defined in this section and is considered In-Scope.

Manifest – A listing of all Boxes, or Boxes and Files, contained in a delivery to the C&CS Facility, by unique identifier (i.e., pallet number and/or box number) and accurately detailing the contents of each Box, or Box and File.

Master Data – Structured list of data that enables validating Indexing content.

Minimum Monthly Volume – The monthly baseline transaction volume that shall incur charges on a monthly basis.

Negotiable Document(s) – A signed document that promises a sum of payment to a specified person or the assignee.

Non-Simple Bindings – Bindings found connected/attached to Documents (e.g., folder, plastic wallet, etc.), types of permanent binding that require specialist removal (i.e., glue-bound Documents), bindings requiring removal by guillotine, or where Xerox is not able to remove a binding due to the potential compromise of the Document’s integrity.

Output of Services – Electronic files, Images, and/or metadata provided by Xerox to Customer.

Page – The physical single sheet of paper. A Page generates two (2) digitized Images, the front, and the back of a Page.

PDF – Portable Document Format.

Personal Data – Information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that person. Personal Data includes information that is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly to, or reasonably inferred about, a particular natural person.

Poor Quality – Documents that are not found to be of sufficient quality to produce a serviceable quality on-screen Image.

Post Office Box (or “PO Box”) – A box at a post office where mail is delivered.

Production Environment – IT and operational systems that undertake the live processing of Customer work.

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.

Rescan (or “Rescanning” or “Rescanned”) – To Scan again.

Retrieval – The retrieval of hard copy Document(s) upon request by Customer.

Scan (or “Scanning” or “Scanned”) – The digitization of a piece of Paper into an electronic Image.

Services – The combination of software, technology, people, and processes to deliver the services described in this SOW.

Service Incident(s) – An individual occurrence or event that requires Xerox and/or Customer approval.

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

Service Request – A request from Customer’s authorized representative that initiates a service action which has been agreed as a normal part of Service delivery as detailed within this SOW.

Simple Binding(s) – Bindings found connected/attached to Documents. (e.g., staples, paper clips, plastic sleeves, elastic bands, Document clips.)

On-Site – That which takes place, or is situated, at a Site.

Off-Site – A non-Customer owned/managed location, where Services are performed under this SOW.

Site – Customer or eligible affiliate location.

Staging Environment – IT and operational systems used to develop and test the systems and processes prior to code/configurations/processes being promoted to the Production Environment and ready for live processing.

TIF (or “TIFF”) – Tag Image File or Tag Image File Format.

Transition – A period of time required to design, procure, build, and test the solution for the Services.

Wide Format Document – A Customer provided piece of written or printed matter that is wider than a Document as defined in Exhibit A: Services Scope Assumptions and is considered In-Scope.

XML – Extensible Mark-up Language.

2 TRANSITION

This section defines the key activities required to setup the Services necessary to enable Service Operations phases to be delivered. Transition is planned to be completed thirty (30) days from Effective Date of SOW unless otherwise mutually agreed to in the Project Plan and documented via the Change Control Process.

2.1 Project Management

ID	Activity	Accountable
1.		
2.		
3.		

2.2 Xerox Tools

The appropriate Xerox Tools shall be selected, implemented, and administered solely by Xerox for the delivery of the Services. Xerox shall host some Xerox Tools in a secure Off-Site environment which shall communicate directly with the On-Site Xerox Tools when deployed within the Customer's network. All Xerox Tools (certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof) shall be remotely accessible by Xerox personnel. The On-Site Xerox Tools must be accessible via the Customer network and the internet.

Xerox Tools Server(s)	Accountable

2.2.1 Hosted Xerox Tools Deployment

Where appropriate, portions of the Xerox Tools shall be hosted for the delivery of the Services.

ID	Activity	Accountable
1.		
2.		
3.		

2.2.2 On-Site Xerox Tools Deployment

Where required, portions of the Xerox Tools shall be deployed On-Site for the delivery of the Services.

ID	Activity	Accountable
1.		
2.		
3.		

2.2.3 Xerox Tools Update(s)

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

ID	Activity	Accountable
1.		
2.		
3.		
4.		

2.2.4 Backup and Support for On-Site Xerox Tools Servers

ID	Activity	Accountable
1.		
2.		
3.		

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 Microsoft SQL Server ("MS SQL"), or otherwise has access to such, the Customer agrees that it shall, pursuant to the confidentiality provision(s) of the Agreement, require all such third party providers to execute written obligations of confidentiality, with regard to Xerox's Confidential Information*, including, but not limited to the Xerox Tools, which obligations are no less restrictive than those set forth in the Agreement and this SOW.

**Confidential Information is defined in Section 2.10 of Attachment 7 to the Master Agreement. Any services procedures manuals and Xerox's Intellectual Property are Xerox Confidential Information. Private Information is Customer's Confidential Information; 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*

2.3 Electronic Document Submission

ID	Activity	Accountable
1.		
2.		
3.		

Xerox® Capture and Content App provides the ability to Scan Documents from multi-function printers (print, copy, scan, fax) (MFPs) into the EDMS. End Users may submit Documents from Xerox® Capture and Content App Authorized Equipment (Xerox® VersaLink® and AltaLink® MFPs) registered by Xerox under the C&CS SOW.

The following are requirements to enable Xerox® Capture and Content App to be configured on Xerox® Capture and Content App Authorized Equipment:

- Xerox® Capture and Content App Authorized Equipment must support the Xerox® Extensible Interface Platform® (EIP) (or Base Software) version 3.5 or higher EIP allows document-related software applications to be accessed on the user interface to improve workflow and minimize time at the device. Xerox® Extensible Interface Platform® (EIP) (or Base Software) update deployment may incur additional charges.
- Customer must configure the Xerox® Capture and Content App Authorized Equipment multi-function printers (MFPs) (print, copy, scan, fax) to:
 - Allow the Xerox® Capture and Content App to be installed
 - Enable SNMP Web Services setting

Enable and configure the proxy setting, if the Xerox® Capture and Content App Authorized Equipment is on a network that uses a proxy to access the internet.

ID		
1.		
2.		
3.		
4.		

2.3.1 Capture and Content Analytics Dashboard (Reporting)

The Capture and Content Analytics Dashboard (“**C&CS Analytics Dashboard**”) provides End Users with convenient and simple-to-use access to Scanning analytics. The C&CS Analytics Dashboard displays the raw data that is collected during the Scanning process. Such raw data may not align with reports and invoices provided to Customer.

ID	Activity	Accountable
1.		

2.3.1.1 Capture and Content Analytics Dashboard Terms of Use:

Access to the C&CS Analytics Dashboard is via username and password. Customer shall: (a) advise Xerox as soon as reasonably practicable of any known or reasonably suspected unauthorized use of any password or account on the C&CS Analytics Dashboard or any other known or reasonably suspected breach of security; (b) use commercially reasonable efforts to ensure that Customer’s use of the C&CS Analytics Dashboard shall at all times comply with all applicable laws.

2.3.1.2 Capture and Content Analytics Dashboard General Assumptions

Any Scanning volumes displayed in the C&CS Analytics Dashboard are raw Scanning volumes and not invoiced Scanning volumes. The C&CS Analytics Dashboard is implemented to display information commonly to all End Users in English. Requests for additional languages may be quoted upon request and documented via the Change Control Process.

2.3.2 Document Image Availability

2.3.2.1 Electronic Document Availability

ID	Activity	Accountable
1.		
2.		
3.		
4.		

2.3.2.2 Physical Media Availability

ID	Activity	Accountable
1.		
2.		
3.		
4.		
5.		

2.3.3 Customer Requirements-based Testing (CRT)

ID	Activity	Accountable
1.		
2.		
3.		
4.		

2.3.4 Customer Requirements-based Testing (CRT) Acceptance Criteria

Xerox shall submit an acceptance signoff document to Customer for review and approval (signature) at the completion of CRT for each Document Process Type. Acceptance of the completion of CRT for each Document Process Type shall be acknowledged by the signature of an Acceptance Signoff document by the Customer. The Acceptance Signoff document shall be considered approved if Customer has not responded to the request for signature of the Acceptance Signoff document within **ten (10)** Business Days.

2.4 Change Management

Change Management is a communication process that enables the Customer to inform and prepare their End Users for the introduction of new technology and processes related to the Services. A communication plan shall be mutually agreed upon by the Parties, developed and implemented by the Customer throughout Transition.

ID	Activity	Accountable
1.		
2.		

Xerox shall not be liable for failure to meet the Project Plan or the SLAs where Xerox is unable to establish the Services aligned to the assumptions in Exhibit A: Services Scope Assumptions, due to a Customer Caused Delay. If there is more than a **[insert timeframe]** delay in the Transition Project Plan due to a Customer Caused Delay, the Parties agree to revise the Project Plan.

A Customer Caused Delay may result in Transition Delay charges as outlined in the table below. Transition Delay charges, if applicable, shall be processed via a change control document agreed to by the Parties in writing. Customer acceptance of the change control document shall not be unreasonably withheld.

Delay Charges		
Item	Charges	Notes

3 SERVICE OPERATIONS

3.1 Governance and Performance

The Parties shall meet on a regular 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/or teleconference meetings.

ID	Activity	Accountable
1.		
2.		
3.		

3.1.1 Operational Reviews

Xerox shall schedule joint communication and status review meetings with the Customer's designated focal point as required. Xerox recommends a monthly operations review. 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
- Performance Reporting

3.1.2 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. Topics discussed may include:

- 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

3.2 Capture Services

3.2.1 Document Submission to Xerox

3.2.1.1 Document and/or Mail Transportation

ID	Activity	Accountable
1.		
2.	–	
3.		
4.		

An example of the Manifest format is provided below, for illustrative purposes only:

Manifest Assumptions (Example)

e.g.: Pallet Number	e.g.: Box Number	e.g.: Document Process Type	e.g.: Reference Number	e.g.: Date
e.g., 12	e.g., 365	e.g., Invoice	e.g., INV000098	e.g., 05262018

3.2.1.1.1 PO Box Transportation and Receipt

ID	Activity	Accountable
1.		
2.		
3.		

3.2.1.2 Electronic Document Submission

ID	Activity	Accountable
1.	–	Customer

3.2.2 Document Preparation

ID	Activity	Accountable
1.		
2.		
3.		
4.		

3.2.3 Scanning

3.2.3.1 Document Scan Process

ID	Activity	Accountable
1.		
2.		
3.		

3.2.3.2 Currency or Negotiable Documents Scan Process

ID	Activity	Accountable
1.		
2.		

3.2.3.3 Language Detection

Language detection identifies the language used in Documents, business emails, chats, etc. This approach identifies the text language and, if applicable, the use of multiple languages.

ID	Activity	Accountable
1.		
2.		
3.		

3.2.3.4 Similarity & Matching

Image similarity detection measures visual similarity. This intelligent document processing technology will be used for duplicate Image detection, including document matching and photo ID face matching against a database of images. It will check images for tampering.

ID	Activity	Accountable
1.		
2.		
3.		
4.		

3.2.3.5 Classification

Categorizes Scanned or digital Documents based on their content and/or image.

ID	Activity	Accountable
1.		
2.		
3.		
4.		

3.2.3.6 Indexing and Validation

ID	Activity	Accountable
1.		
2.		
3.		

3.3 Business Process (Hyland OnBase)

[insert content]

ID.	Activity	Accountable
1.		
2.		

3.4 Quality Assurance

ID	Activity	Accountable
1.		
2.		

3.5 Data Export and Release

ID	Activity	Accountable
1.		

3.6 Original Document Disposition

Note: See Section 6 Pricing for applicable charges associated with the activities below.

3.6.1 Document Storage

ID	Activity	Accountable
1.		

3.6.2 Document Return

ID	Activity	Accountable
1.		
2.		

3.6.3 Original Document Destruction

ID	Activity	Accountable
1.		
2.		

3.7 Data (Transactional) Disposition

ID	Activity	Accountable
1.		

3.8 Service Request Management

ID	Activity	Accountable
1.		
2.		
3.		
4.		

3.8.1.1 Rescan Service Requests

ID	Activity	Accountable
1.		
2.		

3.8.1.2 Expedited Scan Process Service Request

ID	Activity	Accountable
1.		
2.		

3.8.1.3 Original Document Service Request

ID	Activity	Accountable
1.		

ID	Activity	Accountable
2.		
3.		

3.8.1.4 Xerox Tools User Access Change Service Request

ID	Activity	Accountable
1.		
2.		
3.		
4.		

3.8.2 Service Incident Management

Customer may create a Service Incident via the Xerox Services Portal. If a Service Incident reported to Xerox is identified as an issue that the Customer is responsible for resolving, including without limitation, End User access to Xerox Tools solution (if applicable), passwords to EDMS solution (if applicable) are expired, etc., then the Xerox shall send the Service Incident to the Customer for closure/resolution, along with any available problem identification information that was provided to Xerox.

3.8.2.1 Standard Service Elements

ID	Service Elements	Accountable
1.		
2.		
3.	–	

3.8.2.2 Service Incident Process

ID	Activity	Accountable
1.		
2.		
3.		

3.8.2.2.1 Image Quality Service Incident

ID	Activity	Accountable
1.		
2.		
3.		

3.8.2.2.2 Index Accuracy Service Incident

ID	Activity	Accountable
1.		
2.		
3.		

ID	Activity	Accountable
4.		

3.9 Xerox Services Portal

The Xerox Services Portal (“**XSP**”) is intended for general End User population use, with certain functions reserved for specified Customer’s authorized End Users (“**XSP Authorized End Users**”). This portal is created from a standard template and enables the following functionality:

- For Customer’s XSP Authorized End Users: Ticketing creation and tracking for Service Incidents and Service Requests
- Available in US English and Canadian French

ID	Activity	Accountable
1.		
2.		
3.		
4.		
5.		

3.10 Change Control Process

During the Term of the SOW, if either Party requests a change to the SOW, or facts or circumstances change, or information on which the Pricing, SLAs and other terms of this SOW are based on are otherwise found to be materially incomplete or inaccurate, thereby necessitating a change to the SOW, a change control document shall be introduced, by Xerox, for Customer review and approval to address the resulting impact on the SOW.

ID	Activity	Accountable
1.		
2.		
3.		

4 SERVICE LEVEL AGREEMENTS

4.1 SLA Metrics

Each Service Level Agreement (SLA) described in this section is the standard against which Xerox’s performance shall be measured. The measurement of any SLA under this SOW excludes any out-of-scope services including, but not limited to any Ad Hoc Requests. The SLAs are based on the reasonable achievement of and staying within the specifications outlined in Exhibit A: Services Scope Assumptions. Any metrics shown/outlined in the Xerox Tools, reporting, etc., but not listed in this section, are not considered Service Level Agreements below and simply used as Key Performance Indicators (KPIs). Key Performance Indicators are intended by the Parties to be another set of metrics to measure the performance of the Services outlined under this SOW. However, in no event shall failure to meet SLAs and/or KPIs be considered a breach by Xerox of its obligations under this SOW.

Except as otherwise specified, all references to hours shall be on the Business Days/Hours of the C&CS Facility as outlined in this SOW.

ID#	Service Level Agreement (SLA)	SLA Measurement Criteria	Service Level Agreement	SLA Attainment
1.				
2.				

4.2 SLA Measurement

Image Turnaround Time	
SLA Definition	The duration in time required to convert a Document to an Image and make the Image available to Customer each calendar month. Image Turnaround Time is measured from the time Xerox begins the Scanning process to the time the Document, as converted into an Image, is available to Customer. For the purpose of this Service Level, any Document received after 10:00am shall be treated as if it were received on the following Business Day.
Measurement Basis	Basis: The % of Images made available to Customer within the SLA performance specification.
Measurement Computation	Image Turnaround Time = % of Images made available to Customer within the SLA performance specification for a given calendar month divided by the total number of Scanned Images in that same calendar month. Example: January = 19,876 Images made available to Customer within the SLA / 20,000 Scanned Images in the same calendar month = 99.3% achievement Note: Other unplanned outages not included in the computation include, but are not limited to power failure, network failure, virus or other Customer limitation, Force Majeure event, misuse, abuse, operational exceptional event, or Customer-caused failure.
Index Accuracy	
SLA Definition	The percentage of Index fields verified to be accurate in accordance with Exhibit C: Indexing Specifications. Accuracy, for purposes of this Service Level Agreement, means that the Index fields captured by Xerox and delivered to the Customer match the Image from the original Document provided by the Customer.
Measurement Basis	Basis: The % of accurate Index fields made available to Customer within the SLA performance specification.
Measurement Computation	Index Accuracy = % of Index fields, without defects, made available to Customer within the SLA performance specification for a given calendar month, divided by the total quantity of Index fields made available to Customer in that same calendar month. Defects, for the purposes of this Service Level Agreement, means defects within the Index fields identified and reported by Customer and verified and accepted by Xerox. Example: January = 19,876 accurate Index fields made available to Customer within the SLA / 20,000 Index fields made available to Customer in the same calendar month = 99.3% achievement
Image Quality	

SLA Definition	The number of Scanned Images verified to be correct against the original Document in accordance with the Good Quality Image specification listed below: – at the agreed resolution in DPI – uncropped reproduction of the Page – with skew under ten percent (10%) from the original Document – contrast between text and background consistent with original Document – characters reproduced at the same size/proportion as the original Document – absence of darkened borders at Page edges, except if they are in the original Document – absence of wavy or distorted text, except if they are in the original Document – no missing Pages
Measurement Basis	Basis: The % of Scanned Good Quality Images made available to Customer within the SLA performance specification.
Measurement Computation	Image Quality = % of Scanned Good Quality Images made available to Customer within the SLA performance specification for a given calendar month divided by the total number of Scanned Images made available to Customer in that same calendar month. Defects are identified and reported by the Customer and then verified and accepted by Xerox. Example: January = 19,876 Scanned Good Quality Images made available to Customer within the SLA / 20,000 Scanned Images made available to Customer in the same calendar month = 99.3% achievement.
Rescan Request Turnaround Time	
SLA Definition	The duration in time required to convert a Document to an Image(s) and make the Image(s) available to Customer ; starting from the time Xerox receives a Rescan request to the time the Document, as converted into an Image(s), is made available to Customer.
Measurement Basis	Basis: The % of Rescan requests made available to Customer within the SLA performance specification.
Measurement Computation	Rescan Request Turnaround Time = % of Rescan requests made available to Customer within the SLA performance specification for a given calendar month divided by the total number of Rescan requests in that same calendar month. Example: January = 19 Rescan requests made available to Customer within the SLA / 20 Rescan requests in the same calendar month = 95% achievement. Note: Other unplanned outages not included in the computation include, but are not limited to power failure, network failure, virus or other Customer limitation, force majeure event, misuse, abuse, operational exceptional event, or Customer-caused failure.

4.3 Key Performance Indicators

In addition to the SLAs above, Xerox shall also report to Customer on a monthly basis the Key Performance Indicators set forth below. KPIs are intended by the Parties to be another set of metrics to measure the performance of the Services. In the event that any of the KPI metric(s) are not being met, the Parties agree to address such non-performance. However, in no event shall failure to meet KPI(s) be considered a breach by Xerox of its obligations under this SOW.

4.3.1 KPI Metrics

ID#	KPI Category	Objective	Objective	Measurement	Target
1.					

4.3.2 KPI Measurement

Retrieval Request Turnaround Time	
KPI Definition	The duration in time required to retrieve a Document from storage; starting from the time Xerox receives a Rescan request, with the necessary information (i.e., correct Box information, Document information, etc.) required by Xerox to complete the effort.
Measurement Basis	Basis: The % of retrieved Documents within the KPI performance specification.
Measurement Computation	Retrieval Request Turnaround Time = % of Documents retrieved within the KPI performance specification for a given calendar month divided by the total number of retrieved Documents in that same calendar month. Example: January = 100 Documents Retrieved within the KPI / 105 retrieved Documents in the same calendar month = 95.23% achievement. Note: Xerox cannot be held accountable for the KPI for Document retrieval in any of the following circumstances: - Customer packed Boxes that have not been inventoried or Scanned - Document requests containing inaccurate Document locations Note: Xerox shall make best effort on such requests. Customer shall be billed the per Document, per Box, or an hourly retrieval rate, as applicable, per request.

4.4 Excusable Events

Achievement of the SLAs/KPI as outlined above is based on reasonable achievement and that the total process volume aligns with the assumptions outlined in Exhibit A: Service Scope Assumptions. If any of the following events occur, such events shall be excused from the SLA/KPI calculations:

- Customer willful misconduct
- Customer violations of law
- The failure of [insert Customer or Customer's service providers name] (not under contract to Xerox) to deliver its Services in a timely manner, which caused Xerox to not achieve an SLA/KPI; for clarity, this excuse for non-performance does not apply if a Xerox contractor or subcontractor caused the non-achievement of an SLA/KPI
- Customer's failure to meet any Customer responsibilities as outlined in this SOW
- The total processing volume in a month being one hundred and twenty percent (120%) more than the total number of Expected Monthly Volume of Scanned Images, see Exhibit A: Services Scope Assumptions.

5 PRICING

5.1 Pricing Overview

The charges for various Services ("Price" or "Pricing") included in this SOW are detailed in this section and excludes all applicable taxes per the Agreement. Pricing for the Service Charges are set forth in the signed Order to which this SOW

is attached and invoiced upon the activation of Services. Transactional, Incremental and Ad Hoc Request charges shall be invoiced as incurred. Pricing is contingent upon the assumptions in Exhibit A: Services Scope Assumptions. Xerox reserves the right to amend the Pricing if the actual volumes/assumptions vary from Exhibit A: Services Scope Assumptions, via the Change Control Process.

5.2 Forecasted Scanning Volume Timeline

Customer shall deliver Documents in line with the forecasted Scanning volume timeline outlined in Exhibit A: Services Scope Assumptions. The forecasted Scanning volume timeline is subject to change based on additional opportunities and/or changes in the assumptions outlined in this SOW and mutually agreed to by the Parties, via the Change Control Process.

5.3 Service Charges

Item	Description	Unit of Measure	Per Unit of Measure Charge
Setup Charge			
Monthly Service Charge			

5.4 Standard Transactional Charges

Scenario #1

Item	Unit of Measure (UOM)	Charge per UOM above Minimum Monthly Volume of Scanned Images	Minimum Monthly Volume of Scanned Images

Standard Transaction Charges Calculation Example

Scan activity using the table above would be calculated as following:

- 1 When over the Minimum Monthly Volume:
- a. (Scanned Images Charge per UOM) x (Incremental Monthly Volume)

Scenario #2

Item	Unit of Measure (UOM)	Charge per UOM above Minimum Monthly Volume of Scanned Images	Minimum Monthly Volume of Scanned Images

Standard Transaction Charges Calculation Example

Scan activity using the table above would be calculated as following:

- 1 When over the Minimum Monthly Volume
 - a. (Scanned Images Charge – Black and White Charge per UOM) x (Incremental Monthly Volume)

Scenario #3

Item	Document Type	Unit of Measure (UOM)	Charge per UOM above Minimum Monthly Volume of Scanned Images	Minimum Monthly Volume of Scanned Images

Standard Charges Calculation Example

Scan activity using the table above would be calculated as following:

- 1 When over the Minimum Monthly Volume:
 - a. (Document Process Type 1 Charge per UOM) x (Incremental Monthly Volume)

5.5 Incremental Transactional Charges

Note: The charges listed in the table below are incremental to the charges (i.e., Standard Transactional Charges) in the table above.

Item	Unit of Measure	Per Unit of Measure Charge

Incremental Transaction Charges Calculation Example

Activity using the table above would be calculated as following:

Note: Sample Document charges calculation assumes a single Document of a single Image and is a Cherished Document that the Customer has requested, for their own purposes, a Rescan.

- 1 Original Scan of the example above would be calculated as:
 - a. Per Image = (Standard Transactional Charges as calculated in Section 6.4 above) + (Cherished Document Handling Charge)
- 2 Customer requested Rescan of the example above, when each of the individual activities are re-performed, they would be calculated as:
 - a. (Document Retrieval Charge) + (Standard Transactional Charges as calculated in Section 6.4 above) + (Cherished Document Handling Charge)

5.6 Incremental Processing Charges

Incremental Processing Charges Calculation Example

Activity using the table above would be calculated as following: sample Document charges calculation assumes a single Document of a single Image and is a Cherished Document that the Customer has requested, for their own purposes, a Rescan. This Document is a Document Process Type 1 and also includes an Index Charge.

- 1 Original Scan of the example above would be calculated as:
 - a. Per Image = (Standard Transaction Charges as calculated in Section 6.4 above) + (Cherished Document Handling Charge) + (Index Charge – Document Process Type 1)
- 2 Customer requested Rescan of the example above, when each of the individual activities are re-performed, they would be calculated as:
 - a. (Document Retrieval Charge) + (Standard Transaction Charges as calculated in Section 6.4 above) + (Cherished Document Handling Charge) + (Index Charge – Document Process Type 1)

5.7 Ad Hoc Request Charges

Ad Hoc Request charges shall be applicable for the following Services.

- The following Ad Hoc Request activities, but not limited to, are chargeable events and are not included in the Services outlined in this SOW based on the then Xerox current rates.

Item	Unit of Measure (UOM)	Per Unit of Measure Charge

Item	Unit of Measure (UOM)	Per Unit of Measure Charge

Ad Hoc Request Charges Calculation Example

Activity using the table above would be calculated as following:

- 1 When activity occurs:
- a. (Box supply charge per UOM) x (monthly UOM volume)

6 TERMINATION

6.1 Termination Overview

This SOW shall remain in force for its full Term until terminated either by Customer or by Xerox upon giving to the other written notice of termination, subject to the termination provisions of the Agreement. Except as otherwise expressly stated below, any termination hereunder shall be a complete termination of the SOW (not partial), unless otherwise mutually agreed upon by the Parties in writing. Any Services not terminated in accordance with this Section shall continue until the end of the remainder of the Term of the SOW.

6.2 Termination for Material Breach

Either Party may terminate this SOW, by written notice, if the other Party shall have committed a material breach of this SOW or the Agreement and such breach shall have remained uncured for sixty (60) days following written notice from the Party alleging such breach. In the event of termination by Customer for Xerox’s uncured material breach, Xerox shall waive any Early Termination Charges (ETCs) as outlined below. In the event of termination by Xerox for an uncured material breach by Customer, Xerox shall not be required to provide any termination assistance and Customer shall be responsible for ETC’s, outlined in the Early Termination Charges table below.

6.3 Termination for Convenience

If Customer terminates this SOW for convenience during the Term of the SOW, by providing ninety (90) days’ prior written notice to Xerox, Customer agrees to pay all amounts due and owing, and the Early Termination Charges (ETCs) listed in the table below shall be used to identify the applicable ETC.

Early Termination Charges

The numbers shown in the Early Termination Charges table below are placeholders only and SHOULD NOT BE USED for your specific engagement. See the Evaluation Tool.

Month from the Effective Date	ETCs Due	Month	ETCs Due	Month	ETCs Due	Month	ETCs Due	Month	ETCs Due
Month 1	[\$0.00]	Month 13	[\$0.00]	Month 25	[\$0.00]	Month 37	[\$0.00]	Month 49	[\$0.00]
Month 2	[\$0.00]	Month 14	[\$0.00]	Month 26	[\$0.00]	Month 38	[\$0.00]	Month 50	[\$0.00]
Month 3	[\$0.00]	Month 15	[\$0.00]	Month 27	[\$0.00]	Month 39	[\$0.00]	Month 51	[\$0.00]
Month 4	[\$0.00]	Month 16	[\$0.00]	Month 28	[\$0.00]	Month 40	[\$0.00]	Month 52	[\$0.00]

Month from the Effective Date	ETCs Due	Month	ETCs Due	Month	ETCs Due	Month	ETCs Due	Month	ETCs Due
Month 5	[\$0.00]	Month 17	[\$0.00]	Month 29	[\$0.00]	Month 41	[\$0.00]	Month 53	[\$0.00]
Month 6	[\$0.00]	Month 18	[\$0.00]	Month 30	[\$0.00]	Month 42	[\$0.00]	Month 54	[\$0.00]
Month 7	[\$0.00]	Month 19	[\$0.00]	Month 31	[\$0.00]	Month 43	[\$0.00]	Month 55	[\$0.00]
Month 8	[\$0.00]	Month 20	[\$0.00]	Month 32	[\$0.00]	Month 44	[\$0.00]	Month 56	[\$0.00]
Month 9	[\$0.00]	Month 21	[\$0.00]	Month 33	[\$0.00]	Month 45	[\$0.00]	Month 57	[\$0.00]
Month 10	[\$0.00]	Month 22	[\$0.00]	Month 34	[\$0.00]	Month 46	[\$0.00]	Month 58	[\$0.00]
Month 11	[\$0.00]	Month 23	[\$0.00]	Month 35	[\$0.00]	Month 47	[\$0.00]	Month 59	[\$0.00]
Month 12	[\$0.00]	Month 24	[\$0.00]	Month 36	[\$0.00]	Month 48	[\$0.00]	Month 60	[\$0.00]

EXHIBIT A: SERVICES SCOPE ASSUMPTIONS

Note: For the avoidance of doubt, Xerox shall not be liable for any fraudulent items that may be passed on to the Customer.

Assumptions	Standard	Accounts Payable: Light	Digital Mail: Light
General			
Document Scanning			
Document Scanning – Boxes			
Processing			

Sample Documents

List of Customer Document Process Types or Documents (sample set) and quantities required for Transition and/or Customer Requirements-based Testing (CRT) as outlined in this SOW. This sample set shall cover all Document Process Types that Xerox shall be responsible for processing.

ID	Document/Document Process Type	Required # of Documents for Transition	Due Date	Required # of Documents for CRT	Due Date

Indexing

See Exhibit C: Indexing Specifications.

Assumptions	Standard	Accounts Payable: Light	Digital Mail: Light

Output Formats

Output Formats	Standard	Accounts Payable: Light	Digital Mail: Light

Document Process Types

Data delivery shall occur per Document in the following format as described in the table below. The two (2) categories of data to be delivered are Images and Metadata.

See Exhibit E: Document Process Type Workflow (if applicable)

Assumptions	Document Type	Disposition

Original Document Disposition

General Assumptions	
Availability Period	
Original Physical Document Disposition	
Document Return	
	-

Accepted Paper Sizes

	Paper Type	Paper Size	Paper Type	Paper size

Accepted File Formats

Image File Type	Extension	Description	Standard	Accounts Payable: Light	Digital Mail: Light

Forecasted Scanning Volume by Month

Forecasted Scanning Volume by Month								
1	2	3	4	5	6	7	8	9+

EXHIBIT B: SCANNER SETTINGS

Customer shall not require Xerox to make any adjustments to the scanner settings to accommodate variations in the quality of originals and/or subsequent Image Output.

Scanner Configuration	

EXHIBIT C: INDEXING SPECIFICATIONS

Table C-1: Indexing Value Examples

Document Type/Class	Index Field Name	Character Length	Type	Index Field Value	Examples	Validation Rules	Position on the Document	Position Page
					0			

Table C-2: Master Data Format Specification
Provided by Customer in a Comma Separated Values (CSV) format.

Type	Description	Examples

EXHIBIT D: GOOD QUALITY IMAGE REVIEW REQUIREMENTS

Image quality review requirements for Documents that are not identified as “Poor Quality”, include, but are not limited to:

- The Image is a legible reproduction of the original as demonstrated and documented and approved by the Customer during CRT
- The Image is not skewed beyond ten (10) degrees (unless the original Document is skewed beyond ten (10) degrees
- The complete Image is produced, without folds masking the Document or corners being cut-off.
 - It should be noted that on Poor Quality original Documents where the corners of the Pages have been folded over for a period of time that it may not be possible to “unfold” the corners to the degree that a Good Quality Image Scan shall be achieved.
 - Xerox shall ensure reasonable endeavors are made to ensure there are no folds in the Documents when Scanned

EXHIBIT E: DOCUMENT PROCESS TYPE WORKFLOW

Document Process Type #	Document Process Type	Index Field	Decision

EXHIBIT F: STANDARD DOCUMENT PREPARATION ACTIVITIES

Type	Preparation Action by Xerox	Comment

EXHIBIT G: METADATA OUTPUT
Table G-1: Metadata Data Format Specification

Provided by Xerox to the Customer in a Comma Separated Values (CSV) format.

Type	Description	Examples

END OF STATEMENT OF WORK FOR CAPTURE AND CONTENT SERVICES



ATTACHMENT 21 – XEROX RPA TERMS AND SOW

XEROX CORPORATION
Robotics Process Automation (“RPA”)
Terms and Statement of Work
 << Enter Customer Name>>>
 <<<Agreement Effective Date>>>

Any Purchasing Entity who acquires Robotics Process Automation (“RPA”) under the Xerox NASPO ValuePoint Master Agreement (“Master Agreement”), #187800, shall be subject to the following terms, unless otherwise agreed to by the Participating State or Purchasing Entity. Capitalized terms that are not defined in this Agreement shall have the same meaning assigned to them in the Master Agreement or Services Master Agreement in Attachment 7 to the Master Agreement (“SMA”).

For purposes of acquiring RPA under the Master Agreement, Purchasing Entity agrees, notwithstanding anything to the contrary, that the following provisions are applicable to RPA and are in addition to those in the Master Agreement. To the extent that the terms and conditions set forth below are contrary to those in the Master Agreement, the Master Agreement shall control.

Both, Customer and Xerox hereby agree the following terms apply to RPA Orders:

1. **CHARGES** – Customer agrees to pay the charges for RPA in accordance with the rates set forth in the Robotics Process Automation Statement of Work (“SOW”) and to pay the charges for its use of the RPA in accordance with the fees set forth in the RPA Schedule as applicable, both of which are attached hereto. Such rates shall not exceed Master Agreement pricing.
2. **TERM** – The Effective Date of this Order is (add date) and, subject to completion of Transition, shall terminate upon expiration of the applicable Robotics Process Automation (RPA) Statement of Work affixed hereto (the “SOW”).

Early Termination: The RPA Schedule is an integral component of the RPA SOW. Customer termination of the Schedule Services shall constitute termination of the applicable RPA SOW.

Effect of Termination: Upon termination or expiration of the applicable RPA Schedule all rights to access the applicable RPA Schedule Services cease.

3. **CHANGES** – Any amendments, modifications, alterations, or other changes to this Agreement must be made in a writing signed by both Parties.
4. **CONFIDENTIAL INFORMATION.** Each party will disclose to the other certain business information identified as confidential (“Confidential Information”). Customer Content consists of documents, materials and data provided in hard copy or electronic format by you to Xerox containing information about you and/or your clients and is considered Confidential Information. Any Developments and Pre-Existing Work (collectively “Xerox Work”), Xerox Tools as defined in Section 1.aaa. of Attachment 7 to the Master Agreement, and information specifically identified as Confidential and/or Proprietary in Orders and SOWs shall be considered Xerox’s Confidential Information. “Developments” are items created by Xerox employees, agents and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship, and “Pre-existing Work” are items used or incorporated into a Deliverable or developed or acquired by Xerox independent of

performing the Services. "Output of Services" constitute electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable SOW, and Assessments, but shall not include software. "Assessments" are assessment and recommendation reports created as a result of a SOW for assessment services paid for by the Customer. "Documentation" means all manuals, brochures, specifications, information and software descriptions in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Services. Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information:

(i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth above shall terminate one (1) year after expiration or termination of this SMA or the last effective Order hereunder, whichever is later; provided however, for Xerox Work and Xerox Tools, confidentiality obligations with respect thereto shall not terminate unless (i), (ii) or (iii) in the preceding sentence of this Section becomes applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, which includes, but is not limited to, computer programs, source code, and algorithms, and Customer will only disclose the same under the auspices of a separate agreement. Upon expiration or termination of this SMA, each party shall return to the other or, if so requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this SMA.

5. The following paragraph is added to section 2.6 Intellectual Property of Attachment 7 to the Master Agreement as follows:

Xerox, its employees, agents and/or licensors shall at all times retain all rights to Xerox Work and Xerox Tools (with "Xerox Tools" being proprietary tools used by Xerox to provide the Services, and any modifications, enhancements, improvements and derivative works thereof), and except as expressly set forth herein, no rights to Xerox Work and Xerox Tools are granted to you. Further, Xerox Tools constitute a Trade Secret per 18 U.S.C. §1905. You shall have no rights to use, access or operate the Xerox Tools, which will be installed and operated only by Xerox; the Xerox Tools are neither data nor computer software as defined in FAR 52.227-14 and will not be provided to you. You 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, all of such data and reports will be Output of Services and provide to you with unlimited rights as defined in FAR 52.227- The basic clause at 52.227-14, Rights in Data -General, enables the contractor to protect qualifying limited rights data and restricted computer software by withholding the data from the Government and instead delivering form, fit, and function data.

All Xerox Tools may be removed at Xerox's sole discretion. To the extent any Xerox software is installed on your system, such software is restricted computer software as defined in FAR 52.227-14. Xerox does not license the Xerox Tools. You agree not to decompile or reverse engineer any Xerox Work or Xerox Tools. You will have limited rights as defined in FAR 52.227-14 in any Xerox Work and Documentation provided to you for use of the Services and Deliverables. Assessments and Output of Services (except to the extent they include any Xerox Work) are provided to you with unlimited rights as defined in FAR 52.227-14.

6. PURCHASING ENTITY ACKNOWLEDGEMENT

Purchasing Entity acknowledges and agrees that: (i) Company shall have local and/or remote access to the network and server(s) where necessary for purposes of providing the SOW Services under this SOW; and (ii) the Licensed Software may be configured to provide reports to Company via email or other communication

means for purposes of providing the SOW Services. The SOW Services and any Licensed Software are delivered electronically unless otherwise stated in this SOW.

In the event of a conflict between this Agreement, any Exhibits attached hereto and any Order, the order of precedence shall be the Master Agreement, the Order, then this Agreement, and then the Statement of Work.

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

1 ENTER CUSTOMER NAME

2 XEROX CORPORATION

Signature

Signature

Name (please print)

Name

Title

Title

Address

Address

Date

Date

ROBOTICS PROCESS AUTOMATION

STATEMENT OF WORK

This Statement of Work (“SOW”) for Company Robotic Process Automation Services is made by and between [Xerox Corporation] (“Company”) and [Client] (“Customer” and together with Company, the “Parties”) and is pursuant to the terms and conditions contained in Attachment 7 to the Master Agreement Services Master Agreement (“SMA”) between the Parties, dated [Date] and this SOW. To the extent there is a conflict between the Master Agreement and this SOW, the terms of the Master Agreement shall prevail, unless specifically stated otherwise in this SOW. This SOW is created based upon Company’s understanding of the Client ’s requirements and defines the Parties’ goals and deliverables. This is a one time implementation project, that will start with sign off of this statement of work and will end when all the success criteria and milestone based deliverables mentioned in the pricing section of this document are completed.

Definitions, Acronyms, and Abbreviations

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

Term	Definition
Staging	Testing by integrators to ensure new functionality meets requirements when tested between systems
TRD	Technical Requirements Document
UAT	Testing to verify the software meets requirements after all the issues have been resolved
Workflow	Logical flow of work activity designed to implement process automation based on solution design .
PDD	Process design document
SDD	Solution Design document

Project Overview:

Project Scope

1.1 In-Scope

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

SCOPE – ROLES & RESPONSIBILITIES:

The following segregation of duties between XEROX and the Client teams will be followed to cover the overall project scope.

ROLES AND RESPONSIBILITIES

Please see below an R&R matrix for some of the key project resources:		
Key Responsibilities		
Task	Organization	
BRD: Detailed Business Requirements Document and Process Design Document	Client	✓
Solution Design Detailed solution design document for the process to be automated	Xerox	✓
RPA Build Build all RPA components of the solution	Xerox	✓
RPA Testing Complete testing and deploying the RPA components	Client/Xerox	✓
Integration Work with CLIENT to integrate the RPA components of the project and perform integration testing to demonstrate the end to end automation	Xerox	✓
Testing Coordination Coordinate all activities related to UAT of RPA components e.g. documenting test cases, ensuring test data is available in the system, conducting user training, executing the testing activity, tracking results and defects etc.	Client	✓
Defect Fixing	Xerox	✓

Fix any issues/defects related to the RPA component identified during UAT		
Infrastructure Provide all infrastructure and licenses required for the project(Development, testing and production) and will install the software on their servers before project start date	Client	✓

Assumptions :

- Bot will be provided all necessary access/roles to applications and networks.
- Xerox Development Team will be provided all necessary access to applications, networks, documents and data
- Main process flow and all business scenarios will be documented by Client COE before project kick off. Refer to the 'Roles and Responsibilities' matrix above

1. Solution infrastructure:

- a. Work will be carried out on Client's orchestrator & studio hosted in Client's environment with the RPA Robots installed in Client's VM and cloud infrastructure.
- b. Hardware Servers / virtual machines will be provided in the Client's environment and access to necessary applications in the environment will be established .

2. Deployment implementation:

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

3. Testing / UAT:

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

4. Training:

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

1.2 Out of Scope:

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

2. Project Implementation Details

2.1 Implementation Details (As Applicable)

Task	Details	
Automation	The following licenses will be provided by Client	
	Product / Module	Quantity
	RPA Bot	1
	RPA Design Studios	1
	VM's (Virtual Machine)	1
	Additional AI/ML software licenses necessary for this project as applicable and mutually agreed upon	
	IMPORTANT NOTE: 1. Please review the Project constraints section of this document that may outline any limitations of this project.	

2.2 System Architecture Overview

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

2.3 Solution Target Operating Model

2.4 Software Licenses Included

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

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

3. Project Milestones

3.1 Project Estimate Timeline

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

Success Criteria and Milestone based deliverables:

S.No	Phase	Deliverable	Evaluation Parameters	Owner	Price (Milestone Based)
1	Requirements & Design Phase (About 1 Week)	1. BRD Document including main process path and all business scenarios 2. Test Cases and success criteria for agreed test cases Exit Criteria: - Detailed requirements for all in scope business scenarios documented. - Technical solution design reviewed and approved.	Business Requirement Document & Test Cases Sign Off UAT success criteria documented and agreed	Client	
2	Design Phase (About 1 Week)	Solution Design document(SDD)	SDD reviewed and signed off	Xerox	(Included)
3	Development(RPA) (About 6 Weeks)	1. Unit Testing Results 2. Technical Design Document 3. Deployment Instructions for bot deploying into test / UAT environment	1. Bot demonstration 2. Development environment 3. Code review Sign Off	Xerox	(Included)
4	Testing (About 2 Weeks)	RPA Testing UAT Test Results as per the defined test cases	UAT Sign Off	Client/Xerox	
5	Testing Coordination	Testing Coordination Coordinate all activities related to UAT of RPA components e.g. documenting test cases, ensuring test data is available in the system, conducting user training, executing the testing activity, tracking results and defects etc.		Client	
6	Go Live (About 1 Week)	Deployment instructions for bot deploying into Production environment	Process 10 unique transactions through bot, post Client deploy bot to production	Client & Xerox	(Included)
7	Knowledge Transition (2 Weeks)	1. Process Hand Over document Code Walk through	Reverse KT	Xerox	(Included)

3.2 Project Prerequisites

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

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

ID	Description	Priority	Provided? Y / N
R1	Solution implementation – Production environment – Other items: 1. At least one operator is available for training and functional testing of the RPA solution. These operators and their assigned workstations must have full and proper connectivity and access rights to the proposed software application server. These operators will need to be members of the utilized active directory database that is linked to the proposed software system.	M	
R2	Solution implementation – Others: 1. All other software and hardware requirements as outlined in the Recommended Hardware and Software Requirements section of this document must be met. Notes: 1.	M	
R3	Project implementation – People resources: 1. Client shall designate a project manager or lead with whom Xerox personnel will communicate with for the duration of the project implementation. 2. Availability of Subject Matter Experts during the duration of the project and for daily touchpoints and weekly demos.	M	
R4	Network Access & VPN Connectivity: 1. Client Network team to assist in establishing connection. 2. All required accesses and logins for the robot need to be configured by Client . 3. Client team will provide necessary virtual machines to install the bots 4. Connectivity and access for Xerox developers to CLIENT Dev and test environments	M	
R5	Test Cases and Testing 1. Client will provide clearly documented test cases 2. Client will provide necessary data for testing the test cases	M	
R6	Code Reviews and Sign off	M	

	1. Client will provide any applicable coding standards within the first 2 weeks of project kickoff 2. Client will identify one key resource during the kickoff that will be responsible for the code reviews and sign off 3. Client will provide reviews and sign off within 3 business days of submission of code/document		
R7	Knowledge transition and Process Handover 1. Client will identify one key resource during the kickoff that will be responsible for the KT and Process Handover once the process is deployed	M	

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

3.3 Implementation

3.3.1 Project Initiation

Project Initiation Kick off.

Know the team

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

Provide and have initial review of the field mapping and generic use cases documents - as needed to ensure good initial understanding of RPA capabilities.

Review responses to technical questionnaire.

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

3.3.2 Project Planning - Requirements and Design

- Project kick off meeting for requirements and design.
- Establish connectivity to Client network and required access controls.
- Field mapping complete and BRD reviewed and accepted
 - Validate the data to be captured, transferred, closed, and tracked for all Services applicable to the project.
- Determine resource availability (vacations, holidays), blackout periods, etc.
- Project execution schedule integration planning with Client and commitment to the joint schedule.
- Project planning collateral approval to complete the project.

3.3.3 Formal Testing - in the Test environments.

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

3.3.4 User Acceptance Testing

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

3.3.5 Deployment to Production

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

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

4. On-Going Support

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

Annual Maintenance and Change Management

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

If any changes are required to the bot post go live, Client will engage Xerox via a change request process to estimate the effort needed to execute the change. Xerox team will execute the change once the cost and timeline is approved by Client change control board.

5. Resources:

5.1 Company Resources

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

Key Responsibilities

Role	Responsibilities
Project Manager	• Works with (Client) Project Sponsor / Manager to co-ordinate delivery of the project • Defines and implements project deliverables as identified in the SOW & BRD

	• Supervises RPA project personnel allocated for the deployment of the solution • Provides skills transfer to ensure that adequate internal structures exist to support the solution during and after implementation • Conducts post go-live assessment – support the review processes that will consider the broader strategic and operational impact of Client and recommend areas of further development and expansion for the service.
Solution Architect	• Assist in specification of RPA solution • Provide input to solution of technical issues; • Provide RPA implementation guidelines and best practices • Ensure integration requirements are being met; • Ensure capacity and security requirements are satisfied; • Provide software fixes/upgrades as required; • Liaise with other system architects to identify dependencies and address the dependencies • Solution Design Review • Technical architecture review • Architecture standards • Standards, library & reusability • Quality Standards
RPA Developer	• Create the Technical design document to meet the business requirements • Develop the solution using the design studio • Ensure integration requirements are being met; • Ensure capacity and security requirements are satisfied; • Provide software fixes/upgrades as required; • Unit test the developed solution • Fix defects / implement feedback provided • Conducts sprint demos • Deploy the code to the environments

5.2 Client Resources

The following Client resources will participate as core team members in the project and will be included as invitees in all project meetings and reviewers of project-related documentation:

Role	Responsibilities
Project Sponsor	Focal point for escalations and issue resolution
Project Manager/ Project Lead	- Document any required updates to Client processes / requirements - Review and validate any UAT test cases related to Client 's requirements
Process SME	- Create any Client documentation required including requirements, design, and process mapping - Manage Client development required to enable integration, including testing and debug support - Confirm connectivity (network / firewall / web services) between environments, including debug support - Support Staging, UAT and production environment implementation and pairwise testing, for the RPA implementation
Application Owner –	- Help Xerox RPA team understand the details necessary to complete the solution. - Help obtain the right kind of PD system access
IT Security/Infrastructure	Collaborate with Xerox security specialists to ensure right level of access and connectivity is provided to the development team to fulfil the project requirements

6. Project Constraints

This project has the following additional project limitations:

Item	Limitation
Third party software / integration points	Provided professional services does not provide any assistance or training regarding configuring of any third-party software or similar integration points with the proposed software and / or hardware solution, outside of what is explicitly mentioned in this SOW. The end Client is required to provide technical resources to manage additional integration points such as: 1. Network system technician, 2. Microsoft SQL Server database administrator, 3. Document management system admin, 4. Etc.

Liaising with technical resource(s)	Client will designate and provide technical resource(s) for all project and technical communications with Xerox, and business partner, throughout the project. This technical resource may be classified as the application owner and is expected to provide the following functions (certain activities and tasks mentioned immediately below may be handled by different personnel): 1. A technical intermediary for all areas of the organization such as the assigned business group, desktop services, and network / infrastructure team. Xerox will not be responsible for contacting these individual users or groups for any project related matter and will depend on this application owner to handle these communications. 2. Perform project management type tasks such as coordinating meetings with related personnel from both the end Client and Xerox on matters pertaining to this project. They will also be accountable for updating the departmental management (or group that is responsible for this project) on the progress of the project implementation and similar tasks. 3. Be the primary individual for receiving knowledge transfer, from Xerox, related to this project. The application owner can then train end users and handle first level support issues and inquiries. The application owner will be the primary contact for escalating support issues and inquiries to Xerox or the project solution hardware / software vendor(s) after exhausting internal troubleshooting activities. 4. Be technically knowledgeable about the end Client ' security policies and have second level and higher knowledge and experience with the Windows network, desktop and server components, and related areas.
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SCHEDULE A

CHARGES

Terms and Conditions

Services Description

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

Client Acknowledgement

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

Project Change Request

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

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

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

The additional charges will be as per the ISD professional services, per the pricing in the Master Agreement.

Charges

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

Delay or Abandonment

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

Completion

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

SOW Validity

This SOW is valid for a period of thirty (30) days. If the SOW is not signed within the thirty-day time period, an updated SOW must be requested. An updated SOW may include a change in the deliverables, terms, and/or pricing. The SOW must be signed in order to proceed with work. Company is not bound by any SOW or scope document that is not signed by authorized representatives of both Parties. Upon receipt of a Client signed SOW; Company has thirty (30) days in which to assign the SOW to a sales engineer. The sales

engineer will engage the Client and schedule a kickoff meeting. During the kickoff meeting an implementation timeline and project plan will be developed.

Early Termination Charges

Notwithstanding anything to the contrary contained in Section 3.5 of the SMA (Attachment 7 to the Master Agreement) , if this SOW is terminated for convenience, cause, or any other reason, Customer shall pay the following as early termination charges to Company: Customer shall pay all the previous phases & current phase milestone due amount before the termination.

Pricing

Scope of Work Acceptance

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

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

Customer		Xerox Corporation	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Attachment A

Project Change Request (PCR) Form (Sample)

Client		Project Name		
Client Contact		Phone	Email	
Solutions Analyst		Phone	Email	
Sales Resource		Phone	Email	
Change Initiated By				
PCR Number				
Description of work				
Total Hours Change		Effective Date		

The following additional tasks have been added to the scope of this project. The effort required for each task is noted. Additional price changes will be required where indicated, for the tasks listed below.

1. Task A (Days, Amount)

a. Sub level A

b. Sub level B

2. Task B (Days, Amount)

3. Task C (Days, Amount)

CHANGE APPROVAL

Company Change Authority (Company Signature)

Client Change Authority (Client Signature)