NASPO VALUEPOINT MASTER AGREEMENT AMENDMENT

State Agency
Department of Personnel and Administration, State Purchasing and Contracts Office ("State")

Contractor
Xerox Corporation

Original Contract Number
187800

Amendment Contract Number
201646

Contract Performance Beginning Date
August 1, 2024

Current Contract Expiration Date
July 31, 2026

Contract Amendment Number: 3

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR
Xerox Corporation

Signed by:
Rachael Jones Turner
F9472944D2F0449...

By: Rachael Jones Turner Director, SLED Cooperative Contracts

Date: 9/24/2025

STATE OF COLORADO
Jared S. Polis, Governor
Department of Personnel and Administration
State Purchasing and Contracts Office
Tony Gherardini, Executive Director

DocuSigned by:
John Chapman
EF45AFDEB51E414...

By: John Chapman, State Purchasing Manager

Date: 9/24/2025

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Nathan Manley
66856696CC1A43A...

By: Nathan Manley State Controller Delegate

Amendment Effective Date: 9/24/2025

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

1. PARTIES

This Amendment (the "Amendment") to the State of Colorado Master Agreement shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE

This Amendment shall not be valid or enforceable until its Effective Date. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date.

4. FACTUAL RECITALS

A. 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 #187800.

B. The Parties modified the Contract effective September 19, 2024, to include Attachment 19, 20, and 21, as set forth in Amendment #1, Contract #194109.

C. The Parties modified the Contract effective July 1, 2025 to revise language in Section 6.1.5, in order to account for price adjustments related to unforeseen economic circumstances, as set forth in Amendment #2, Contract #200356.

5. PURPOSE

The purpose of this Amendment is to add clarifying language to Section 6.1.3 of the Contract, rename Attachments 16, 17 and 21, and to add an additional leasing document as Attachment 22.

6. MODIFICATIONS

A. This Amendment shall modify section 6.1.3 of the Contract, which shall now state the following:

"Price Lists received after the 1st day of the new <u>month</u> may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further. Refer to **section 6.1.5 below**, and **section I.F of Exhibit A** for additional information."

B. This Amendment shall incorporate the following additional Attachment into the Contract, as per the attached:

1) **Attachment 22** – Xerox Third-Party Lease Agreement

C. This Amendment shall modify the following Attachments to now include “Sample” in the title. Further all references to these Attachments shall now be construed to reference these new Attachment titles:

1) **Attachment 16** – Xerox Sample Baltoro SOW
2) **Attachment 17** – Xerox Sample PrinterLogic SOW
3) **Attachment 21** – Xerox Sample RPA Terms and SOW

7. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

ATTACHMENT 22 – XEROX THIRD PARTY LEASE AGREEMENT

(For NASPO Master Agreement No. 187800 Transactions)

AGREEMENT NO.: State Participating Addendum No.

FULL LEGAL NAME:

ADDRESS:

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES ☐ SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION:

TERM IN MONTHS: MONTHLY PAYMENT AMOUNT*: (*PLUS TAX)

PURCHASE OPTION (CHOOSE ONE)*: ☐ **Fair Market Value** ☐ **Straight Lease/No Purchase Option**

IF NO PURCHASE OPTION IS INDICATED, OR IF MORE THAN ONE PURCHASE OPTION IS INDICATED, THE PARTIES AGREE THAT THIS AGREEMENT SHALL HAVE A FAIR MARKET VALUE PURCHASE OPTION.

PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)	**X**		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE
(Insert Authorized Dealer Legal Name)			
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE

AGREEMENT. You want us to provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we do not receive payment within 15 days after the due date, at the remittance address indicated on your invoice, you will pay a late charge equal to: 1) 1.0% per month of the outstanding balance; or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM EXCEPT IN THE CASE FUNDS ARE NOT APPROPRIATED FOR THE AMOUNTS DUE FOR EACH FISCAL YEAR OF THIS AGREEMENT OR IN CASE OF UNCURED DEFAULT PER SECTION XIV.14.8.3 OF THE NASPO MASTER AGREEMENT. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party with notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment while it is in your possession. No such loss or damage will relieve you from your payment obligations hereunder. In no event will either party be liable for any consequential or indirect damages.

INSURANCE. You agree to either: (a) self-insure against (i) all risks of physical loss or damage to the Equipment for its full replacement value and (ii) personal injury and damage caused by the Equipment; or (b) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and maintain comprehensive public liability insurance acceptable to us. In addition, you agree to provide us with proof of such insurance or a written statement that you are self-insured to meet your obligations hereunder no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. Should you choose to comply with your obligations hereunder through a plan of self-insurance, you agree that we shall enjoy the rights and benefits under your program of self-insurance that are no less broad than the rights and benefits we would have enjoyed as an additional insured and loss payee under a commercial insurance program.

TAXES/OWNERSHIP. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees, if applicable, relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge. Notwithstanding the foregoing, you will not be charged sales tax to the extent the transaction is exempt from sales tax, provided you have timely furnished us with appropriate documentation evidencing such exemption from sales tax, and provided such exempt status continues throughout the Agreement term.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), you may elect to (1) exercise your purchase option, if applicable; (2) renew this Agreement under the same terms on a month-to-month basis by providing us with written notification of your intent to renew, as leases cannot automatically renew or (3) return the Equipment., If you fail to return the Equipment or make the Equipment available for pickup within thirty (30) days after the End Date, you shall pay us, at the total monthly payment amount under this Agreement, for each month that the Equipment remains at your location. In addition, You shall return the Equipment to us (in good working condition; ordinary wear and tear excepted). If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. You may pay off this Agreement and return the Equipment prior to the End Date by paying us, with respect to the Equipment, all remaining monthly payments due or to become due for the Equipment under this Agreement (including any current, past due amounts, and remaining amounts due in the Initial Lease Term), and with respect to any service or maintenance amounts, the termination charge shall not exceed 4 remaining monthly payments due or to become due for the service and Supply base charge or twenty-five (25%) of the remaining service and maintenance amounts for the remaining service and maintenance arrangement term, whichever is less.

DEFAULT/REMEDIES. If a payment becomes 15+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay us interest on all past due amounts at the rate of 1.0% per month, or at the highest rate allowed by applicable law, if less.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature or (b) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the extent permitted by law. You authorize us to insert or correct the Agreement number, serial numbers, model numbers and signature date. All other Agreement modifications must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. Pursuant to NASPO Master Agreement, section III.F.6, if funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you, provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

Agreement No.: ____________ Initials: ________