

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
202584
Contract Performance Beginning Date
August 1, 2024
Current Contract Expiration Date
July 31, 2026
Contract Amendment Number: 4

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

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

Signed by:

F0472944D2F0449...

By: Rachael Jones Turner, Director, SLED Cooperative Contracts

DocuSigned by:

EF43AFDEB51E414...

By: John Chapman, State Purchasing Manager

Date: 11/14/2025

Date: 11/17/2025

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

2A9C40DF49BF4B5...

By: Amanda Carroll, Central Contract Specialist

Amendment Effective Date: 11/17/2025

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.
- D. The Parties modified the Contract effective September 24, 2025, to include Attachment 22, as set forth in Amendment #3, Contract #201646.

5. PURPOSE

The purpose of this Amendment is to include product specific terms and conditions for the Xerox IJP900 Inkjet Press.

6. MODIFICATIONS

- A. This Amendment shall modify the Contract to add **Attachment 23 - Xerox IJP900 Addendum**, which shall accompany any IJP900 devices that may be leased, rented, or sold under Contract.

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 23 – XEROX IJP900 ADDENDUM

THIS IJP900 PRODUCT SPECIFIC ADDENDUM (this “Addendum”) amends the <<CHOOSE AGREEMENT TYPE>> Agreement identified by WS# <<ENTER XOA WORKSHEET NUMBER>> (the “Agreement”) by and between <<ENTER CUSTOMER LEGAL NAME>> (“Customer” or “you”) and Xerox Corporation (“Xerox”). Customer and Xerox may be referred to herein individually as a “Party” or jointly as the “Parties” as the context requires.

WHEREAS, Customer has acquired Xerox model IJP900 Product(s) as specified in the Agreement (the “IJP Product(s)” and

WHEREAS, Customer and Xerox desire to modify the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, Customer and Xerox hereby agree as follows:

1. **Consumable Supplies.** For IJP Products, “Consumable Supplies” shall mean (i) aqueous ink, (ii) cleaning fluid and (iii) waste containers.
2. **Minimum Payment / Per Print Rate Adjustment.** Xerox may, on an annual basis, where the applicable contract includes Consumable Supplies as part of the meter rate structure, increment the Per Print Rate of the Color Impressions meter based upon the applicable Consumable Supplies Usage Rate Band set forth in the table below corresponding to Customer’s actual usage during the previous twelve (12) months. As used in the table below, the term “Images” means the aggregate number of Prints during the applicable twelve (12) month time period on meters 1 through 4 (which are designated as 1: Color Impressions Meter, 2: Black and White Impressions meter, 3: Color Large Impressions meter and 4: Extra Long Impressions meter).

Consumable Supplies Usage Rate Band	Increment to Color Impressions Meter Per Print Rate (\$USD)
Less than 6 liters of ink per 100,000 Images	0
Between 6 to 8 liters of ink per 100,000 Images	0.002
Greater than 8 liters of ink per 100,000 Images	0.004

3. **Extra Long Prints.** IJP900 Products may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 470 mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 470 mm, up to and including 915 mm, the Extra Long Impressions meter will register one (1) print for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black and White Impressions meter (in the case of a black and white print) and (ii) for impressions greater than 915 mm, up to and including 1220 mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black and White Impression meter (in the case of a black and white print).
4. **Maintenance Services and Warranties.**

(a) Print Head Assembly and Print Heads. Notwithstanding any other provision of the Agreement, the Maintenance Services provisions set forth in the Agreement shall not apply to the Print Head Assembly and Print Heads of the IJP Product(s) acquired by Customer. Any maintenance relating to the Print Head Assembly and Print Heads of the IJP Product(s) shall be governed by the initial and extended warranties set forth in subsections 4(b) and (c) of this Addendum.

(b) Original Print Head Warranty. With respect to IJP Products, the print head assembly ("Print Head Assembly") has three (3) individually replaceable print heads ("Print Heads"). Print Head Assemblies and Print Heads are warranted against defects in material and workmanship for (i) a period of twelve (12) months from the date of installation of the IJP Product (referred to herein as the "Original Print Head Assembly and Print Head Warranty Period"), or (ii) the specified number of copies/prints listed in the table below (referred to herein as the "Original Print Head Assembly and Print Head Allowance"), whichever occurs first. If a defect causes a failure of a Print Head Assembly or Print Head occurs before expiration of the Original Print Head Assembly and Print Head Warranty Period and before exceeding the Original Print Head Assembly and Print Head Allowance, Xerox will replace up to four (4) Print Head Assemblies or Print Heads at no cost to Customer. If an entire Head Unit Assembly fails, it will be covered and counted as one replacement under the Original Print Head Assembly and Print Head Warranty. Replacement Print Head Assemblies and Print Heads installed after the Original Print Head Assembly and Print Head Unit Allowance has been exceeded, shall have a limited warranty for the specified number of copies/prints listed below, or until the Original Print Head Assembly and Print Head Warranty Period expires, whichever occurs first. Replacement Print Head Assemblies or Print Heads purchased and installed after the Original Print Head Assembly and Print Head Unit Warranty Period has expired shall have a limited warranty of 90 days. To be covered by such 90-day warranty, the Replacement Print Head Assemblies or Print Heads must be installed prior to the IJP Product exceeding 10% of the Original Print Head Assembly and Print Head Allowance.

Model	ORIGINAL PRINT HEAD ASSEMBLY AND PRINT HEAD ALLOWANCE
Xerox IJP900	12,000,000

(c) Extended Print Head Warranty.

After expiration of the Original Print Head Assembly and Print Head Warranty Period, Print Head Assemblies and Print Heads are warranted against defects in material and workmanship for (i) a period of forty-eight (48) months from the expiration of the Original Print Head Assembly and Print Head Warranty Period (referred to herein as the "Extended Print Head Assembly and Print Head Warranty Period"), or (ii) the specified number of copies/prints listed in the table below (referred to herein as the "Extended Print Head Assembly and Print Head Allowance"), whichever occurs first. If a defect causes a failure of a Print Head Assembly or Print Head occurs before expiration of the Extended Print Head Assembly and Print Head Warranty Period and before exceeding the Extended Print Head Assembly and Print Head Allowance, Xerox will replace up to eight (8) Print Head Assemblies or Print Heads at no cost to Customer. If an entire Head Unit Assembly fails, it will be covered and counted as one replacement under the Original Print Head Assembly and Print Head Warranty.

Model	EXTENDED PRINT HEAD ASSEMBLY AND PRINT HEAD ALLOWANCE
Xerox IJP900	60,000,000

(d) Warranty Limitations. The warranties set forth in subsections 4(b) and (c) of this Addendum do not cover Print Head Assemblies and Print Heads which: (a) have become damaged due to customer negligence, misuse, accidents, improper storage or unusual physical or electrical stress, (b) have used parts or Consumable Supplies which are not provided or approved by Xerox, or (c) have been installed or serviced by a technician not authorized by Xerox. Notwithstanding any other provision of the Agreement or this Addendum, Customer shall be responsible for the cost of replacement of Print Head Assemblies and Print Heads which are determined by Xerox as not covered by the applicable warranties in accordance with this subsection 4(d). Such cost shall be invoiced by Xerox and payable by Customer in accordance with the payment terms of the Agreement.

(e) WARRANTY DISCLAIMER. THE WARRANTIES SET FORTH IN SUBSECTIONS 4(B) AND (C) OF THIS ADDENDUM SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND XEROX DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Miscellaneous.** Capitalized terms not defined in this Addendum have the meaning provided for them in the Agreement. Except as set forth above, all other provisions in the Agreement remain as stated and continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum shall control. Notwithstanding that the Parties have executed this Addendum on the dates specified below their respective signatures hereto, this Addendum is effective as of the effective date of the Agreement.

IN WITNESS WHEREOF, duly authorized representatives of Customer and Xerox have executed this Addendum.

<<ENTER CUSTOMER LEGAL NAME>>

XEROX CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____