

Appendix F Xerox Print Services Addendum

The Services Agreement between the Texas Department of Information Resources (“DIR” or “Customer”) and Xerox Corporation (“Xerox”) is identified as DIR Contract Number DIR-SDD-1683.

THIS XEROX PRINT SERVICES ADDENDUM (“XPS Addendum”) amends Services Contract No. _____ (“XPS Services Contract”) under Services and Solutions Agreement No. _____ (“SSA”) between _____ (“Customer”) and Xerox Corporation (“Xerox”) to add the non-Xerox branded printers identified in Appendix A of this XPS Addendum (“Networked Non-Xerox Devices”) and, if applicable, the non-network connected, non-Xerox branded printers identified in Appendix B of this XPS Addendum (“Non-Networked Non-Xerox Devices”) to the XPS Services Contract. Networked Non-Xerox Devices and Non-Networked Non-Xerox Devices are collectively referred to as “Non-Xerox Devices”.

1. **REPAIR SERVICES.** A Xerox designated servicer will keep the Non-Xerox Devices in good working order in accordance with the manufacturer’s published specifications (“Repair Services”). Repair Services will be provided at Customer’s location, Monday through Friday (excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) from 8:00 a.m. to 5:00 p.m. local time. Repair Services exclude repairs due to: (a) misuse, neglect or abuse; (b) failure of the Customer PC to comply with the manufacturer’s published specifications; (c) use of options, accessories or products not serviced by Xerox; (d) alterations, relocation, service or supplies not provided by Xerox; or (e) failure to perform any Customer Responsibilities. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox’s property.
2. **SUPPLIES.** Xerox will provide Supplies for Non-Xerox Devices. Customer will use Supplies only with the Non-Xerox Devices. Supplies are Xerox’s property until used by Customer and, upon request; Customer will provide an inventory of Supplies in its possession. Upon expiration or termination of this XPS Addendum, Customer will, at Xerox’s expense, return any unused Supplies to Xerox or dispose of them as directed in writing by Xerox. If Customer’s actual usage of Supplies exceeds the expected usage (“Excess Usage”), Xerox will notify Customer of such Excess Usage at the time of order and, if Customer chooses to order the Supplies, they will be considered a billable supplies item. Supplies may be new, remanufactured, or reprocessed. Customer may also purchase from Xerox other supplies (e.g., paper and staples) and Customer Replaceable Units. Xerox may charge a shipping and handling fee for Supplies.
3. **XPS SERVICES.** In addition to the Repair Services and Supplies, Xerox will perform the Xerox Print Services (“XPS Services”) described in the Xerox Print Services Statement of Work (“SOW”).
4. **CUSTOMER RESPONSIBILITIES.** Customer will perform the Customer responsibilities identified in the SOW.
5. **PRICING.**
 - a. The Customer price shall not exceed the then current price in the Xerox Corporation GSA Contract.
 - b. The pricing for the Repair Services, Supplies, and XPS Services for Networked Non-Xerox Devices is shown in Appendix A.
 - c. The pricing for Repair Services, supplies and XPS Services for Non-Networked Non-Xerox Devices is shown in Appendix B.
 - d. Xerox may adjust pricing: (i) annually or (ii) if the Device Count or the Monthly Print Volume for Networked Non-Xerox Devices changes by more than the Allowed Device Count/Monthly Print Volume Variability shown in Appendix A.
6. **TERMINATION.** Either party may terminate this XPS Addendum, without penalty, upon not less than 90 days written notice.
7. **INVOICE TIMING.**
 - a. The Base Charge per Networked Non-Xerox Device shown in Appendix A is billed monthly in advance. The Base Charge per Networked Non-Xerox Device will be billed beginning the first month following the start Commencement Date of Services and through the end of the month in which the termination effective date occurs. If a Networked Non-Xerox Device is added to the XPS Services Contract during a month, billing of the Base Charge per Networked Non-Xerox Device will start with the next monthly invoice. The Base Charge per Networked Non-Xerox Device will not be billed for the install month. If a Networked Non-Xerox Device is removed during a month, the Base Charge per Networked Non-Xerox Device will be billed for the removal month. The Charge per Impression shown in Appendix A will be billed monthly in arrears. Customer will be invoiced for the Charge per Impression for each Networked Non-Xerox Device beginning the first month following the start date of the Term of the XPS Services Contract and through the end of the month in which the termination effective date occurs. If a Networked Non-Xerox Device is added during the course of a month, the Charge per Impression will be charged for the install month.

b. For Non-Networked Non-Xerox Devices, the Monthly Device Fee shown in Appendix B is billed monthly in advance, beginning the first month following the Commencement Date of Services and through the end of the month in which any termination effective date occurs.

8. **REMOTE SERVICES.** Certain Networked Non-Xerox Devices are supported and serviced using data that is automatically collected by Xerox from the Networked Non-Xerox Device via electronic transmission to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Networked Non-Xerox Device configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view, or download any Customer data, documents, or other information residing on or passing through the Networked Non-Xerox Device or Customer's information management systems.

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

<<__CUSTOMER NAME__>>

XEROX CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____