



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE HIGH SPEED DEVICE

Date: February 20, 2013

Contract #: VA-101108-XERX

Authorized User: All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: Xerox Corporation
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Richmond, VA 23233

FIN: 16-0468020

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Term: March 1, 2013 – April 30, 2013

Payment: Net 30 days

Categories/Pricing: Exhibit D

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Virginia Information Technologies Agency
Supply Chain Management

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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
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11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

February 14, 2013

Gerald Britt
Xerox Corporation

Per Section 3.A. ("Term and Termination") of contract VA-101108-XERX, The Virginia Information Technologies Agency has elected to exercise its option to extend the contract, from March 1, 2013 through April 30, 2013. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

September 27, 2012

Gerald Britt
Xerox Corporation

Per Section 3.A. ("Term and Termination") of contract VA-101108-XERX, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract, from November 8, 2012 through February 28, 2013. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



Statewide High Speed Device Information Technology Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Xerox Corporation

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STATEWIDE HIGH SPEED DEVICE INFORMATION TECHNOLOGY CONTRACT

THIS STATEWIDE HIGH SPEED DEVICE TECHNOLOGY CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and Xerox Corporation (Supplier), a corporation headquartered at 200 Westgate Parkway, Suite 104, Richmond VA 23233 to be effective as of November 8, 2010 (Effective Date).

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide purchase or lease of Hardware Products and Software Product(s), and for related accessories, supplies, Services and Maintenance for the Commonwealth's Printer/Wide Format Device needs, to Authorized Users of this Contract.

2. DEFINITIONS

A. Acceptance

Successful delivery and performance of all Services and Deliverables at the location(s) designated and, if applicable, successful Acceptance testing in conformance with the Requirements, as set forth in this Contract and by an Authorized User in the applicable order or Statement of Work.

B. Agent

Any third Party independent Agent of any Authorized User.

C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such Software in any manner.

E. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or Statement of Work issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

F. Deliverable(s)

The tangible embodiment of the Products, Software, and/or Services including the development or creation of Work Product and provision of required management, administrative and technical reports, documents, Documentation, plans, drawings, schematics, and media, provided by Supplier as identified in this Contract and/or any applicable order or Statement of Work issued under this Contract.

G. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Deliverables, and to implement and develop self-sufficiency with regard to the Deliverables obligated under this Contract and as may be specified in an order or Statement of Work issued under this Contract.

H. Electronic Self-Help

Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order or Statement of Work placed hereunder.

I. Lease Term

The fixed non-cancelable term, plus all periods covered by bargain renewal options, plus all periods for which failure to renew the lease would impose a penalty sufficient to make the renewal reasonably assured, plus all periods covered by ordinary renewal options during which the Authorized User guarantees the Supplier's debt with respect to the leased Product(s), plus all periods covered by ordinary renewal portions up to the date a bargain purchase option becomes exercisable, plus all renewals or extensions of the lease, which are at the Supplier's option. However, the lease term may not extend beyond the date a bargain purchase option becomes exercisable, as set forth in the order or SOW between the Authorized User and the Supplier.

J. Maintenance Level

The parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in the Contract. The actual Maintenance Level for a unit of Product or Software shall be set forth in the executed order or SOW for Maintenance of that Product or Software referencing this Contract.

K. Maintenance Period; Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Product or Software.

L. Maintenance Services (or Maintenance)

Those preventive, remedial and support Services and Software Updates, provided by Supplier at Authorized User's request in order to ensure continued operation of the Product, Work Product or Software.

M. Operating Condition

That condition which allows a Product or Software to function in a normal, acceptable working manner, as designed by the Product manufacturer or Software Publisher.

N. Party

Supplier, VITA, or any Authorized User.

O. Product(s)

Hardware, peripherals, and any other equipment or Software accessories, including the hardware's system Software, all upgrades, all applicable user Documentation and related accessories as set forth in this Contract.

P. Receipt

An Authorized User or its Agent has physically received any Deliverable at the correct "ship-to" location.

Q. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Products, Software, Services, and/or other Deliverables as set forth in Exhibit D and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order or Statement of Work issued hereunder. [In case of conflict, see the Entire Contract clause for order of precedence.]

R. Response Time

The time between Supplier's receipt of Authorized User's request for Maintenance support and the time Supplier commences repair or remediation.

S. Services(s)

Any work performed or Services provided by the Supplier to VITA or any Authorized User under this Contract, including but not limited to installation, testing, quality control, support,

maintenance, training the discovery, creation, or development of any Work Product and the provision of any Deliverable as set forth in this Contract and any approved Statement of Work or order issued under this Contract.

T. Software

The programs and code, and any subsequent modifications or releases of such programs and code, excluding Work Product, provided by Supplier under this Contract.

U. Software Publisher

The licensor of any Software, or hardware Product's System Software, provided by Supplier under this Contract.

V. Software Update

Any Software patch, fix, upgrade, update, enhancement, new release, or access mode, including, without limitation, modifications to the Software which can increase the speed, efficiency, or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software, which are to be provided by Supplier under this Contract as set forth in the Contract and any Authorized User's order or SOW. Excluding any Software Update provided for general release, and unless otherwise stated in the Contract, any Software Update developed by Supplier or any other third Party, using Commonwealth funds, shall be deemed Work Product.

W. Statement of Work (SOW)

Any document that describes, at a minimum, the Deliverables, due dates, performance-based milestones, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall provide Products, Software, Services or Deliverables as authorized under this Contract to an Authorized User), which, upon signing by both Parties, shall be deemed a part of this Contract. An SOW should be accompanied by a valid purchase order, referencing this Contract, from the Authorized User.

X. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

Y. System Software

The operating system code, including Software, firmware and microcode, (object code version) for each hardware Product, including any subsequent revisions, as well as any applicable Documentation.

Z. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, Software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract or any order issued hereunder. Work Product shall not include configuration of Software.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA, in its sole discretion, may extend this Contract for up to five (5) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or Statement of Work (SOW) issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Services and Deliverables pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User and Supplier has received formal Acceptance from the Authorized User. Supplier shall not include any automatic renewal provisions in any maintenance agreement, or software license as part of any order or SOW

between an Authorized User and the Supplier or Supplier's OEM, if the Supplier is a reseller of the Product(s).

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part. Except for orders or SOWs placed in conjunction with a Lease Purchase Transaction, an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice.

Individual leases may not be cancelled without penalty until expiration of the Agreement. Early termination of the lease without cause will result in an early termination charge that is equal to the sum of the remaining payments.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a Party excluded from Federal Procurement and Non-procurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Xerox requests that the customer provide the following information with the fund-out notification:

- a) Written notice (30) days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, stating that your legislative body, through no action on your part, failed to appropriate funds for the next fiscal year.
- b) Certification that the canceled Equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year.
- c) Your agreement to make the Equipment available for pick up by Xerox. When the Equipment is picked up, the Equipment will be in good condition and free of all liens and encumbrances. You

will then be released from your obligations to make any further payments to Xerox (with Xerox retaining all sums paid to date).

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Services and Deliverables rendered by Supplier and Accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier. Termination by Supplier will not be considered.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Services to the Authorized User, its Agent(s) or any follow-on Supplier(s). This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting Requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in in the Contract and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out Documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This Documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout Documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the Documentation is returned.

4. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body.

Any software development, customized software, or work for hire is outside the scope of this contract.

5. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, Agents, and subcontractors, including all acts and omissions of such employees, Agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or Agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its Agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

C. Key Personnel

This Contract or an Authorized User's order or SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable order or SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable order or SOW.

D. Subcontractors

Supplier shall not use subcontractors to perform any portion of this Contract or any order or SOW issued under this Contract unless specifically authorized in writing to do so by VITA or the Authorized User, respectively. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any portion of the work pursuant to such order or SOW to any subcontractor that is a Party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any portion of the work to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

6. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Products, Services and Deliverables provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit D, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term.

Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the amount of increase offered to the Federal Government under the applicable Federal Supply Schedule. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Reimbursement of Expenses

If allowable pursuant to an Authorized User's SOW, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such

Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>, or a successor URL(s)).

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

C. Statement of Work (SOW)

An SOW shall be required, when appropriate for any Products, Services or Deliverables ordered by an Authorized User pursuant to this Contract. All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit D herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type, but may with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. For time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

D. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain Products, Services or Deliverables identical or similar to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products, Software and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and Requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each Product, Services and Deliverables proposed, at the Exhibit D line item level, (b) the quantity of each such component, (c) a unit price not to exceed the price(s) in Exhibit D, (d) any additional percentage discount offered, and (e) an extended price. If requested by the Authorized User,

Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ.

E. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's Products or Services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's Products or Services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third Party Suppliers of Products and Services similar to, or in competition with, the Products and Services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.

- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products, Software, Services, and Deliverables available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

F. Orders for Lease-Purchased Product(s) for Executive Branch Agency Authorized Users

In addition to the foregoing, if an Authorized User places an order or SOW to Lease-Purchase Product(s) provided by the Supplier, the Authorized User must comply with the Virginia Department of Accounts (DOA) CAPP Manual and the Treasury Board's Master Equipment Leasing Program (MELP), as applicable. The Supplier agrees to provide relevant information and completion of related documentation in a timely manner as required by the Authorized User to satisfy compliance.

No third-party or 2nd-tier agreements or additional terms and conditions are allowed with any such order or SOW for Lease-Purchase Product(s).

Suppliers will be required to fill in their Fixed Spread Rate (in decimal format) in each category that they wish to offer leasing. The Fixed Spread Rate amount entered will be added to current US Treasury Interest Rate Swap rate when leasing arrangements are made.

Lease pricing will be based on the Supplier's Fixed Spread Rate as specified in the appropriate category in Exhibit D, Pricing Schedule, of this Contract, and added to the appropriate last business day of the most recent quarter current US Treasury Interest Rate Swap rate located at:

<http://www.federalreserve.gov/releases/h15/current/>.

In a Lease-Purchase transaction, the purchase option price offered to the Authorized User at the end of the contracted Lease Term will be based on the fair market value of the equipment in effect at the time of expiration as determined by Xerox. The factors used to develop the fair market valued purchase option prices based on factors provided to Xerox by the Gartner Group.

Further, if a financing arrangement is involved, the financing term for the Product(s) shall be determined by the Product(s)' useful life, as defined in the CAPP link in the paragraph above.

G. Orders for Lease-Purchase Product(s) for Local Government Authorized Users

Local Government Authorized Users may place an order or SOW to Lease-Purchase Product(s) provided by the Supplier, however, no third-party or 2nd-tier agreements or additional terms and conditions are allowed with any such order or SOW for Lease-Purchase Product(s).

Commonwealth localities are exempt from DOA CAPP Manual and the Treasury Board's MELP requirements; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

Suppliers will be required to fill in their Fixed Spread Rate (in decimal format) in each category that they wish to offer leasing. The Fixed Spread Rate amount entered will be added to current US Treasury Interest Rate Swap rate when leasing arrangements are made.

Lease pricing will be based on the Supplier's Fixed Spread Rate as specified in the appropriate category in Exhibit D, Pricing Schedule, of this Contract, and added to the appropriate last business day of the most recent quarter current US Treasury Interest Rate Swap rate located at:

<http://www.federalreserve.gov/releases/h15/current/>.

In a Lease-Purchase transaction, the purchase option price offered to the Authorized User at the end of the contracted Lease Term will be based on the fair market value of the equipment in effect at the time of expiration as determined by Xerox. The factors used to develop the fair market valued purchase option prices based on factors provided to Xerox by the Gartner Group.

Further, if a financing arrangement is involved, the financing term for the Product(s) shall be determined by the Product(s)' useful life, as defined in the CAPP link in the paragraph above.

H. Orders that Include Trade-in Products

In addition to the foregoing, if an Authorized User places an order or SOW for Products, where a trade-in of old products is included, the Authorized User must comply with the Virginia DOA CAPP Manual and must adhere to the rules and regulations in the Agency Procurement and Surplus Property Manual, published by the Division of Purchases and Supply (DPS), Department of General Services (DGS). The Supplier agrees to provide relevant information and completion of related documentation in a timely manner as required by the Authorized User to satisfy compliance. Commonwealth localities are exempt from the requirements of this provision; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

I. Product Transfers between Authorized Users

In the event of a transfer of Product to another location, the Authorized User receiving the transferred Product(s) will pay Supplier removal and installation charges. The Supplier is responsible for preparation and is reimbursed per the order or SOW authorized charges as approved in advance by the Authorized User receiving the transferred Product(s). All purchase option credits, present and future on such Product(s) will remain in effect for use by the Authorized User receiving the transferred Product(s) and that Authorized User is responsible for tracking the Product(s) for compliance with the DOA CAPP Manual and the DGS Surplus Property Manual rules and regulations. Commonwealth localities are exempt from the requirements of this provision; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

J. Change Orders

All changes to the Services and Deliverables to be provided pursuant to any given order or SOW must be described in a written change request, which includes any appropriate adjustments to the order or SOW. Either Party to an order or SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any order or SOW or any modification thereto require the Supplier to perform any work beyond the scope of this Contract.

K. Extensions to Lease Terms

If the Authorized User has not elected to purchase the leased Product(s) at the expiration of an order's or SOW's Lease Term, and as long as the Authorized User is not in default, the order or SOW (other than those that expire five years or greater from date of installation) may be extended for one additional year upon written notice from the Authorized User. Any extension will be under the same terms and conditions of this Contract with no additional terms and conditions introduced by Supplier.

L. Purchase Option for Leased Product(s)

If the Authorized User is not in default, it shall have the right to buy the leased Product(s) "as is with no additional warranty" at the expiration of the Lease Term by tendering the purchase option amount. For lease-purchase, the purchase option price offered to the Authorized User at the end of the contracted Lease Term will be based on the fair market value of the equipment in effect at

the time of expiration as determined by Xerox. The factors used to develop the fair market valued purchase option prices based on factors provided to Xerox by the Gartner Group.

M. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Products, Software, Services, and Deliverables, have been accepted and in accordance with the payment schedule in the applicable order. Payment for support Services shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit D. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit D, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Itemization and description of Product, Software, Services Type, Deliverables, and, if applicable, project milestone
- ii). Quantity, charge and extended pricing for each Product, Software, and/or Services item or milestone
- iii). Product serial number, if any
- iv). Applicable order date
- v). Ship or delivery date
- vi). Ship-to or delivered-to contact name
- vii). This Contract number and the applicable order number
- viii). Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

N. Payment for Lease-Purchased Products

The ordering Authorized User shall pay Supplier the applicable monthly or annual lease payment for the Product(s) and/or financed Items as specified in the executed purchase order. Payment shall be made by the ordering Authorized User for the full Lease Term unless the purchase order is terminated by the Authorized User pursuant to the Term and Termination provisions in Section 3 of this Contract,

O. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Products, Software, or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues, which the Supplier will remit to the Authorized User by check.

In the event any Deliverable is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items (Please note that the amount of the contracted monthly minimum lease payment is not subject to dispute.), an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with Documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

7. REPORTING

A. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at

<http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>. The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a \$0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at

<http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>.

Failure to comply with reporting, payment and distribution Requirements of this section may result in default of the Contract.

B. Small Business Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier Suppliers under this Contract.

Supplier and VITA agree to meet annually thereafter to review small business subcontracting reports and discuss further action with respect to small business subcontracting and spend.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier Suppliers which provide Products or Services under this Contract. The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

8. STEERING COMMITTEE

[Reserved]

9. AUTHORIZED USER SELF-SUFFICIENCY

Prior to or at any time during Supplier's performance of an order issued, or which may be issued, pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management to Authorized User or its Agent, which Agent may be VITA or an Agent of VITA or a third Party provider under contract with Authorized User. At Authorized User's request and pursuant to an order for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop self-sufficiency. During and/or after the transition period, Authorized User may, if applicable and at its sole discretion, elect to order or continue Maintenance Services from Supplier for any Software or hardware components provided by Supplier under this Contract.

10. ESCROW AGREEMENT

[Reserved]

11. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or Product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or Product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

Xerox agrees with this provision providing the Customer is procuring the identical items in the same or greater quantities under the same terms and conditions. Price reductions resulting from this provision shall only apply to orders received after the effective date of the price reduction.

12. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-Party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or Agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or Confidential Information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-Party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

D. Confidentiality Statement

All Supplier personnel, contractors, Agents, and subcontractors performing pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder, providing the

contractor has received written notice of default and such default remains uncured after thirty (30) days after receipt of such notice.

13. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Products, Software, or the Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Products, Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Products, Software, or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Products, Software or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Products, Software or Services, or any component thereof; or (b) replace or modify such infringing Products, Software, or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Products, Software or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Solution. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Products, Software or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund on a prorated basis the price paid to Supplier for such components. Xerox' indemnity shall not apply to any infringement to the extent arising from the use or sale of equipment in combination with any device or Equipment not provided hereunder by Xerox, or to any infringement caused by modification of the Equipment by other than Xerox.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of Products, Software and Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

14. INSURANCE

[Reserved]

15. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

16. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

17. BANKRUPTCY

If Supplier becomes insolvent and is in breach of its obligations under the contract, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

18. HARDWARE-SPECIFIC PROVISIONS

A. Delivery, Installation and Acceptance

1. Delivery Procedure

Supplier shall deliver all Product(s) F.O.B. Destination with such destination being the "ship to" address specified in the applicable order. If there is any special rigging required for final Product placement, Authorized User shall bear those costs. For orders for which Supplier is to provide installation of the Product(s), Supplier shall bear all risk of loss of or damage to the Product(s) until Receipt by the Authorized User. For orders for which Supplier is not to provide installation of the Product(s), Supplier shall bear all risk of loss or damage to the Product(s) until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product(s) while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product(s) shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product(s) contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Product(s) delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

2. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product(s) ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Contract or an approved order issued by Authorized User shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract or the approved order issued by the Authorized User. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to one-half of one percent (.05%) of the total purchase price, or an agreed upon percent of the order's total purchase price that is specified in the approved order, for each day that the Product(s) is/are undelivered or nonoperational for a period of thirty days (30) following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, the Authorized User may immediately cancel the order and collect as late delivery damages fifteen percent (15%) of the total purchase price. Any credit due the Authorized User will be applied to the next periodic invoice. In lieu of a monetary penalty, Xerox will provide a

temporary loaner, at Xerox' expense, until the ordered equipment is available. If Xerox does not deliver the temporary loaner as promised, the Customer may cancel the order.

In addition, in the event the Supplier fails for any reason to deliver within thirty-five days (35) of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the undelivered items, or items similar thereto, from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User 's notice of breach. Notwithstanding the foregoing, the Authorized User reserves any and all other remedies available at law or in equity.

3. Product Trade-in and Upgrade

(To be proposed by supplier without conflict to subsection 6.G, Orders that Include Trade-in Products)

4. Product Installation

Unless Authorized User's order or SOW includes Supplier's installation services, Supplier is not responsible for initial installation of Product. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

5. Product Acceptance

Product(s) shall be deemed accepted when the ordering Authorized User determines that such Product(s) successfully operates in accordance with the Requirements. Such Authorized User shall commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order, after receipt/installation of the Product(s). Acceptance testing will be no longer than five (5) days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted. Xerox requests that equipment be considered accepted, once it is installed and it is ready for Customer use. If equipment does not operate in accordance with the specifications contained in the Commonwealth's solicitation Xerox will correct or replace the equipment at Xerox' expense.

6. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product(s) for re-testing within seven (7) days of written

notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Product(s) which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product(s) in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product(s) with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product(s) while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product(s) to meet, in all material respects, the Requirements after the third set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Product(s) and any Services to be provided thereunder by Supplier.

7. Product Discontinuation

During the term of this Contract, if any Product(s) listed on Exhibit D of this Contract is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product(s), continue to meet such Authorized User's needs for the discontinued Product(s) for not less than twelve (12) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product(s) for five (5) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

B. Product Support and Additional Services

1. Authorized User or Third Party Support

a) Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product(s) itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit D of this Contract, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product(s).

b) Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within fifteen (15) days following receipt of a written request, and at a price set forth in Exhibit D of this Contract, such price not to exceed Supplier's published price list, or the fair market value, but in no event at prices above the lowest price paid by any other customer of Supplier who is buying the same parts in the same or greater quantities under the same terms and conditions. In addition, Supplier agrees to sell Product(s), as set forth in Exhibit D of this Contract, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit D of this Contract, for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

2. Engineering Changes and Product Modification

For each Authorized User that purchased Product(s), Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the Product(s) ninety (90) days prior to incorporation. All engineering changes which affect the safety of the Product(s) ("Safety Changes") or the ability of the Product(s) to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User.

Supplier shall install all Safety Changes and Performance Changes within thirty (30) days after issuance of the engineering change order by the Product's manufacturer. If such engineering changes affect Product processing or operating capability, they shall be scheduled at the Authorized User's request as to time and at the Authorized User's option. The Authorized User shall have the option to waive all other engineering changes planned by Supplier on the Product(s) delivered or planned for delivery to the Authorized User.

3. Training

Only if Authorized User's order or SOW includes Supplier's training services, Supplier is not responsible for initial training. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit D of this Contract.

4. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit D of this Contract hereto for each Product type ordered by an Authorized User, for five (5) years from the expiration of the initial Warranty Period of the last unit of any given Product type provided by Supplier to such Authorized User. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User.

Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date or to replace the unsupported Product with a supported Product at a cost to the Authorized User of no more than the cost delta between the supported Product and the unsupported Product.

5. Inventory Record

Supplier shall maintain, at no additional cost, a record of all units of Product covered under warranty/maintenance by type, quantity and location, including the end date for each unit's Warranty Period or maintenance term ("Inventory Record"). Product quantities and types may vary as Product is added or deleted from coverage, and Authorized User shall notify Supplier in writing of any Product relocated, added, or removed from service. Upon such notification, Supplier shall amend the Inventory Record to reflect such relocation, addition, or deletion of Product(s). Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

6. Product Service Record

Supplier shall maintain, at no additional cost, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record shall record the following for such unit of Product: (i) installation/ relocation/ removal/ modifications; (ii) remedial actions; (iii) preventive actions; (iv) any additional services not covered by warranty or maintenance. Upon request by the Authorized User, Supplier shall provide, at no additional cost, a copy of the Product Service Record.

7. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i) relocation of previously installed Product(s); (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract, if applicable. The Authorized User shall

compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit D of this Contract.

Furthermore, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide the following services beyond those identified as warranty or maintenance service offerings: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices, or (iii) service outside the applicable hours of service specified in an executed order referencing this Contract. The charge for such services shall be at the hourly rate specified in Exhibit D of this Contract and shall be inclusive of all expenses. Warranty or maintenance services requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of hardware for the same problem, shall not be considered an additional service and shall be provided at no charge. Requests for additional services shall only be approved for payment by the Authorized User when a Product Service Record is included with the applicable invoice.

C. Warranty and Remedy

1. Supplier

Supplier shall perform its obligations hereunder in accordance with the highest professional duty of care.

2. Ownership

Supplier is the owner of the Product(s) or otherwise has the right to grant to the Commonwealth or any Authorized User title to or the right to use the Product(s) provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment for the purchase of the Product, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the Product(s), excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

3. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract, that no legal proceedings have been threatened or brought against Supplier that could materially adversely affect performance of this Contract, and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

4. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than ten (10) years.

5. Product(s)

Supplier warrants the following with respect to the Product(s):

- i). Product(s) pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ), shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Product(s) and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product(s);
- ii). The Product(s) shall be free of defects in material, design and workmanship;
- iii). Upon delivery, the Product(s) shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;

- iv). Each Product delivered hereunder shall function in conformance with the Requirements;
- v). No engineering change made to the Product(s) or System Software revisions shall degrade the performance of the Product(s) to a level below that defined in the applicable Request for Proposal, and in the Product manufacturer's published specifications;
- vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
- vii). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the System Software, nor shall Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring. Some of the software resident on our products requires a periodic reset or it will time itself out. The technician periodically resets the software during routine maintenance. If these codes are resident in any of the software provided under any resulting agreement, Xerox certifies that it will not use this code to intentionally disable equipment or software

6. Performance Standards and Mean Time Between Failure

For a period of five (5) years following acceptance of any Product by an Authorized User, Supplier, providing Supplier is maintaining the equipment under a maintenance agreement, warrants that the Product's performance standards and Mean Time Between Failure (MTBF) standards, calculated based upon such Authorized User's installed base of Supplier Product, shall be at least as good as the standards set forth in Exhibit E of this Contract. If the Product fails to satisfy (i) the MTBF standards or (ii) the performance standards for that Product type as set forth in this Contract, Supplier shall pay for any and all additional repairs, parts and labor required to bring the Product to the appropriate level set forth in Exhibit E of this Contract, If Supplier cannot restore the equipment to the performance standards set forth in Exhibit E, Xerox will replace the equipment with a like model at Xerox' expense.

7. Warranty Services

During the warranty period as described for each category for each segment in Exhibit D, or as specified in the applicable order, Supplier warrants that the Product(s) shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit D of this Contract. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product to meet the Requirements.

For Products that are replaced during either the 90 day or one year warranty, the Warranty Period does not restart once the replacement product has been accepted by Authorized User.

Exhibit E of this Contract provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit E of this Contract defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other

source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

a) Products Covered

Exhibit D of this Contract lists all Product types covered under warranty.

b) Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

c) Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

d) Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

e) Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

f) Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

g) 90 Day Next Business Day Exchange/One-year On-Site Warranty

Supplier's depot warranty offerings and responsibilities are described in Exhibit E of this Contract.

h) On-site Warranty

Supplier's on-site warranty offerings and responsibilities are described in Exhibit E of this Contract.

i) System Software Warranty

As part of the standard warranty offering, for a period of not less than twelve (12) months beginning on the date of Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

i). New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit E of this Contract.

ii). Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit E of this Contract.

iii). Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and Authorized User's associated remedies, are described in Exhibit E of this Contract.

iv). Software Evolution

Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

j) Remedies

In addition to any remedies described in Exhibit E of this Contract, if Supplier is unable to make a Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall replace the non-conforming Product with a conforming Product.

Notwithstanding anything to the contrary in this Contract, VITA and any Authorized User retain all rights and remedies available at law or in equity.

k) Product Maintenance Services and Renewal Options

At least sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User, and the Authorized User, at its sole discretion, may order from Supplier Maintenance Services, including System Software Maintenance for a period of one (1) year (Maintenance Coverage Period) and for the annual fee identified in Exhibit D of this Contract. Supplier warrants that it shall make Maintenance Services available for all the Products, including System Software, listed in Exhibit D of this Contract, or which are components of Products listed in Exhibit D of this Contract, for a period of at least five (5) years from the expiration of the initial Warranty Period of any Product provided to an Authorized User pursuant to this Contract. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

THE OBLIGATIONS OF SUPPLIER UNDER THIS WARRANTY AND REMEDY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

8. Maintenance Services

Supplier shall provide Maintenance Services (including unlimited telephonic support and all necessary travel and labor) during the Maintenance Coverage Period (MCP) at the prices identified in Exhibit D of this Contract without additional charge to maintain the Product in accordance with the Requirements.

Exhibit E of this Contract provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit E of this Contract defines coverage periods, response times, and restore times.

Authorized User's designated control organization shall have the exclusive authority to request maintenance services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

9. Ordering

An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

- i). Product and, if applicable, serial number, for which Maintenance Services shall be provided,
- ii). Maintenance Level to be provided, and
- iii). MCP for the Product Maintenance.

Authorized User may elect, at any time, an alternative Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order for Maintenance on such Product.

10. Renewal

At least sixty (60) days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged Federal Government under the applicable Federal Supply Schedule. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

11. Services

Maintenance Services shall be as follows:

a) Product Covered

Exhibit D of this Contract lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on any Product that has been removed from service, provided Supplier has been notified in writing of such removal.

b) Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

c) Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

d) Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

e) Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

f) Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

g) Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit E of this Contract.

h) On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit E of this Contract.

i) System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

i). New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit E of this Contract.

ii). Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit E of this Contract.

iii). Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit E of this Contract.

iv). Software Evolution

Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

v). Remedies

In addition to any remedies described in Exhibit E of this Contract, if Supplier is unable to make a Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall provide a replacement Product at no additional cost to the Authorized User.

Customized software, software development, and works for hire are outside the scope of this contract.

Notwithstanding anything to the contrary in this Contract or in any Exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

D. Scope of Use

Any Authorized User may use the Product(s), and any software licensed in connection with such Product(s), on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product(s) by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities or infrastructure management services for the benefit of such Authorized User. For Products to which the Commonwealth or an Authorized User takes title, and any System Software which is integral to such Products, under the terms of this

Contract, there are no restrictions on subsequent resale or distribution thereof by the Commonwealth or such Authorized User.

E. Software License

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

VITA will consider Supplier-provided language ONLY when Supplier is a reseller of the Software and the software publisher requires an End User License Agreement (EULA). In such case, Supplier is advised that VITA will require an addendum to such EULA to address terms and conditions in such EULA with which VITA, as a government entity, by law or by policy, cannot agree.

1. License Grant

Supplier hereby grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use, and to permit any agent of the Commonwealth or such Authorized User to use, System Software for each Product. Each license granted under this Contract authorizes the Commonwealth or such Authorized User and any agent of the Commonwealth or such Authorized User to use Supplier-licensed programs in machine readable form on any system without limitation. It is expressly understood that "perpetual" license rights shall commence upon delivery of the System Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Commonwealth or the Authorized User.

2. Limitations on Copying and Disclosure

The Commonwealth, an Authorized User, or any agent of the Commonwealth or such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software. Any copies of the software or documentation made by the Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. The Commonwealth may distribute the System Software and documentation if such distribution is incidental to transfer of Product to which it has taken title. Neither the Commonwealth nor any Authorized User may resell the System Software except if such resale is incidental to the resale of Product(s) to which the Commonwealth or such Authorized User has taken title.

3. Business Continuity and Recovery

Authorized User or its Agent may run the System Software concurrently at a back-up site. In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

Supplier shall provide System Software for Product. Such System Software is licensed directly from the Software Publisher through the end user licensing agreement (EULA), as amended, attached hereto as Exhibit C of this Contract.

4. Authorized User Compliance

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

5. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”)

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System Software upon delivery (“shrink wrap”), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder. The foregoing is limited to Xerox-owned software and does not apply to any software Xerox may provide as a third party reseller.

F. Supplier-Sponsored Product Promotions

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a written agreement regarding the promotion. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User without first obtaining VITA’s agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law and in equity.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide a written agreement. VITA and Supplier agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at an Authorized User’s discretion.

G. Special Provisions for Leased and Lease Purchase Product(s)

1. Title

Title in or to the leased Product(s) shall not pass to the Authorized User but shall remain in the position of the Supplier. The leased Product(s) shall remain Supplier’s personal property and shall not become a fixture or affixed to real property of the Authorized User. The Authorized User will keep the Product(s) free and clear of all encumbrances except the Supplier’s security interest. Upon an Authorized User’s exercise of the purchase option, all right, title and interest in the lease-purchase Product(s) shall pass to the Authorized User upon payment.

2. Risk of Loss

The Supplier shall assume and bear the risk of loss, damage, or theft to the leased Product(s) and all component parts thereof while same is in the Authorized User’s possession, unless it could have been prevented by the Authorized User’s exercise of reasonable care or diligence in the use, protection, or care of the leased Product(s). No loss or damage to the leased Product(s) shall impair any obligation of the Supplier or of the Authorized User, except as expressed herein. Unless the damage could have been prevented by the Authorized User’s exercise of reasonable care or diligence in the use, protection, or care of the leased Product(s), the Supplier shall repair

or cause to be repaired all damages to the leased Product(s), if the Supplier determines the leased Product(s) can be economically repaired. In the event that the leased Product(s) is stolen, destroyed or rendered irreparable, unusable, or damaged as determined by the Supplier, the order or SOW shall terminate and the Authorized User's obligation to pay for the leased Product(s) shall be deemed to have ceased as of the date of the loss, unless Xerox provides a like replacement at Xerox' expense for the remainder of the lease.

3. Return of Leased Product(s)

At the expiration or termination of an order or SOW for any leased Product(s), or upon demand by the Supplier, the Authorized User will work with the Supplier to arrange pickup of the leased Product(s) per the "Removal of Hardware" section H. If the leased Product(s) contains a hard drive, the Authorized User will either purchase the hard drive or contract with the Supplier to erase the hard drive per VITA's standards if no utilities are included with the leased Product(s) to erase the data before the leased Product(s) is removed from the Authorized User's location. The criteria on erasing the hard drive can be found at the following URL:

http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf. If the Supplier performs the cleaning of the hard drive, the Supplier will

provide written certification to the Authorized User that the hard drive has been cleaned in accordance with the aforementioned standards.

H. Removal of Hardware

If following the expiration of a Lease, Supplier fails to remove off-lease Hardware within 30 days following the Lease expiration, the Authorized User shall send written notice (as provided in the notice provisions of this Contract) to the Supplier requesting removal of the equipment within 30 days of its receipt of the notice. If after a second such notice by Authorized User and subsequent 30 day period, the Hardware has not been removed by the Supplier, the Authorized User may deem the Hardware to have been abandoned by the Supplier and Authorized User may dispose of the Hardware at its sole discretion without further liability to the Supplier

19. SOFTWARE LICENSE (NON-HARDWARE RELATED)-SPECIFIC PROVISIONS

A. Software License

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

1. License Grant

Software licensed by Supplier

- i). Supplier grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The Software is the property of Supplier and/or its licensors, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.
- ii). The Commonwealth and all Authorized Users shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third-party information processing.
- iii). Reserved.

- iv). The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized User or its Agents.
- v). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
- vi). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
- vii). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development and may run the Software concurrently at a back-up site for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier.
- viii). Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.
- ix). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

Software licensed by Software Publisher

Supplier shall provide Software which is licensed directly from the Software Publisher through the end user licensing agreement (EULA), as amended, and attached as Exhibit C of this Contract. If the EULA provides for a "perpetual" license, it is expressly understood that "perpetual" license rights shall commence upon delivery of the Software and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract.

Nothing contained herein shall be construed to restrict or limit an Authorized User's rights to use any technical data which such Authorized User may already possess or acquire under proper authorization from other sources.

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

2. License Type

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibit D of this Contract and identified on any order issued pursuant to this Contract.

Designated CPU License

The license(s) granted under this Section authorizes use of the Software only on the number of CPU(s) listed on Exhibit D of this Contract or in an order placed by an Authorized User. An Authorized User may transfer the Software to a different machine to the extent that the license price for such new CPU(s) is equivalent to the CPU(s) initially licensed. If the licensed CPU is inoperative because of (i) malfunction, (ii) performance of maintenance, or (iii) modification to the licensed CPU, or (iv) because the Software is being transferred to another CPU, such Authorized User may use the Software on a replacement CPU as long as required by the mentioned conditions.

Concurrent User License

The license(s) granted under this Section authorizes use of the Software on any system based on the total number of Concurrent Users. The number of "Concurrent Users" is defined as the maximum number of concurrent Sessions connected at a given point in time. A "Session" is defined as an active user executing the Software. The Authorized User shall specify an initial number of Concurrent User licenses in its initial order pursuant to this Contract. An Authorized User may increase the number of Concurrent User licenses upon issuing an order for additional Concurrent User licenses. The license fee for additional Concurrent User licenses and payment of the license fee is set forth on Exhibit D of this Contract.

Site License

The license(s) granted under this Section authorizes use of the Software on any system located at the "Site" as such term is defined in the applicable order.

Project Specific License

The Project Specific License authorizes use of the Software on any CPU, on any system, and by any user, without limitation as to quantity or location for Project _____.

Enterprise Wide License

The Enterprise Wide License authorizes use of the Software on any CPU, on any system, and by any user within the "Enterprise", as such term is defined in the applicable order, without limitation as to the quantity or location or project.

3. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services provided under this Contract. The foregoing is limited to Xerox-owned software and does not apply to any software Xerox may provide as a third party reseller.

B. Delivery and Installation

1. Scheduling

Supplier shall deliver Software and perform the Services according to the delivery dates set forth on the appropriate order or SOW.

2. Installation of Software

a) Supplier Installation of Software

Supplier is required to install the Software in accordance with the installation schedule set forth on the order. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Software is properly installed and fully ready for productive use, and shall supply the Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order shall constitute a material breach of this Contract resulting in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to two percent (2%) of the total license fee, for each day of undelivered or delivered but non-operational Software for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order and collect the damages for that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-delivery.

b) **Authorized User Installation of Software**

If an Authorized User elects to install the Software itself or to contract with a third party to perform installation services, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User, its Agent, or its third party installer invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing.

3. Documentation of Software Configuration

If the Services include configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

C. Acceptance and Cure Period

1. Acceptance

Software shall be deemed accepted when the Authorized User determines that such Software successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within five (5) business days after receipt of the Software, or within such other period as set forth in the applicable order, after receipt of the Software. Acceptance testing will be no longer than ten (10) business days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit D of this Contract. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than travel expenses pre-approved by the Authorized User which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Software shall be deemed Accepted. Xerox requests that software be considered accepted, once it is installed and it is ready for Customer use. If software does not operate in accordance with the specifications contained in the Customer's solicitation or Xerox will correct or replace the software at Xerox' expense.

2. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Software which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software to meet, in all material respects, the Requirements after the third set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Software and Services to be provided thereunder by Supplier.

D. Warranty Services

At any time during the Warranty Period of twelve (12) months after Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary

travel and labor) without additional charge to any Authorized User to maintain the Software in accordance with the Requirements:

1. Known Defects

Promptly notify all Authorized Users of any defects or malfunctions in the Software or Documentation of which it learns from any source other than an Authorized User and provide to all Authorized Users a correction of any such defects or malfunctions, or a work around until a correction is available, within sixty (60) days of Supplier's knowledge of such defect or malfunction.

2. Coverage

24 hours per day, 7 days per week and 365 days per year (24x7x365), including Commonwealth Holidays, Supplier will provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Software.

3. Service Levels

Respond to problems with the Software identified by an Authorized User in no more than one (1) hour after notification. Resolve all problems according to the following:

- i). Priority 1 (Software inoperable) within six (6) hours
- ii). Priority 2 (certain processing interrupted or malfunctioning but Software able to process) within twenty four (24) hours
- iii). Priority 3 (minor intermittent malfunctioning, Software able to process data) within three (3) days.

The level of severity (e.g., 1, 2, 3), shall be defined by such Authorized User.

4. Remedies

If Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of such Software and Documentation, if applicable, rendered unusable, and return all monies paid by such Authorized User for the non-conforming Software and Documentation and such other related Service(s) rendered unusable.

Supplier agrees that failure to make the Software conform, in all material respects, to the Requirements within ten (10) days following notification by an Authorized User shall constitute a material breach of this Contract resulting in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to two percent (2%) of the total license fee, for each day that the Software is non-conforming, for a period of up to thirty (30) days. If after such thirty (30) day period Supplier is unable to make the Software conform, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of the Software and Documentation, if applicable, and return all monies paid for the non-conforming Software and Documentation. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days.

E. Maintenance Services

Supplier shall provide Maintenance Services during the Maintenance Period at the prices identified in Exhibit D of this Contract without additional charge to maintain the Software in accordance with the Requirements and to provide upgrades, updates, and new releases as they are made generally available.

The prices identified in Exhibit D of this Contract are inclusive of all necessary labor and, unless otherwise provided therein, all necessary travel. Should travel not be included in the prices identified in Exhibit D of this Contract, any travel expense must be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current per diem rates established by the Virginia Department of Accounts at (<http://www.doa.virginia.gov>

or a successor URL(s)).

In addition to the minimum Maintenance Services described in this Section, Exhibit E of this Contract provides detailed descriptions of Supplier's additional maintenance offerings, if any, and Supplier's associated responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its maintenance obligations. Any monetary remedies shall be paid to the Authorized User on a quarterly basis. Exhibit E of this Contract defines coverage periods, response times, and restore times.

1. Ordering

An Authorized User may order Maintenance Services for any Software at any time during the term of this Contract, irrespective of whether such Software is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

- i). Software product and number of units for which Maintenance Services shall be provided,
- ii). Maintenance Level to be provided, and
- iii). Maintenance Period for Software Maintenance.

Authorized User may elect, at any time, an alternate Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Unless otherwise agreed by the Authorized User and Supplier, the Maintenance Period for a unit of Software shall be one (1) year from the effective date of any executed order for Maintenance on such Software product. Co-termination of Maintenance Periods, TBD based on Supplier proposal.]

2. Renewal

Not less than sixty (60) days prior to the expiration of the Maintenance Period for each unit of Software, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the amount of increase offered to the Federal Government under the applicable Federal Supply Schedule. Termination of this Contract or cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license.

3. Services

At a minimum, Maintenance Services shall include the following:

a) Known Defects

Supplier's offerings and responsibilities related to known defects in the Software are described in Exhibit A

b) New Releases

Supplier's offerings and responsibilities related to new releases of the Software are described in Exhibit A.

c) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the Software are described in Exhibit A.

d) Service Levels

Supplier's offerings and responsibilities related to response and restore times for any problems with the Software identified by an Authorized User, and any associated remedies are described in Exhibit E

e) Additional Maintenance Services

Supplier's additional Maintenance Service offerings are described in Exhibit E of this Contract.

4. Software Evolution

Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in

any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

5. Maintenance Services Remedies

In addition to any remedies described elsewhere in this Contract, if Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept cancellation of the license to such non-conforming software and (i) return all monies paid by such Authorized User for the cancelled license, pro-rated using the straight-line method for an estimated software life cycle of five (5) years, or, if a term license, shall return the prorated license fee for the remainder of the license term; and (ii) return the prorated maintenance charge for the remainder of the maintenance term. The prorated amount due an Authorized User shall be calculated from the date on which the Software ceased operating in accordance with the Requirements.

F. General Warranty

Supplier warrants and represents to VITA the Software described in Exhibit D of this Contract as follows:

1. Ownership

Supplier is the owner of the Software or otherwise has the right to grant the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

2. Software and Documentation

Supplier warrants the following with respect to the Software:

i). The Software is pursuant to a particular Request for Proposal ("RFP"), and therefore, such Software shall be fit for the particular purposes specified by VITA, and Supplier is possessed of superior knowledge with respect to the Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Software;

ii). If the RFP specified or Exhibit D of this Contract specifies the hardware equipment an Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of ten (10) years of the Effective Date. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by an Authorized User.

iii). If an order issued by an Authorized User pursuant to this Contract specified the hardware equipment such Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of ten (10) years of the date of such order. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by such Authorized User.

iv). The Software provided hereunder is at the current release level unless an Authorized User specifies an older version in its order, in which case item (iii) shall not apply and the older version of the Software, and any subsequent release, is compatible with and shall

perform as stated with any hardware specified in the applicable order for a period of ten (10) years of the date of such order;

v). No corrections, workarounds or future Software releases provided by Supplier under the warranty provisions or under maintenance or support services shall degrade the Software, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;

vi). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow an Authorized User to operate the Software without reference to any other materials or information.

3. Limited Warranty

During the warranty period of twelve (12) months, or as specified in the applicable order, Supplier warrants that the Software shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Software to meet the Requirements.

4. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Software at the time of delivery to an Authorized User. Supplier warrants that the Software does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Software. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

5. Open Source

Supplier will notify all Authorized Users if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

6. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

7. Supplier's Past Experience

Supplier warrants that the Software has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the Software or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

G. Training and Documentation

The license fee includes all costs for the training of one Authorized User trainer at such Authorized User's designated location on the use and operation of the Software, including instruction in any necessary conversion of Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit D of this Contract.

Supplier shall deliver to the Authorized User, one (1) complete hard copy or electronic media of Documentation, as requested by such Authorized User. Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate such Documentation and include it in an Authorized User document or platform. Authorized User shall continue to include Supplier's copyright notice.

H. Reproduction Rights

At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD. Such Authorized User shall be responsible for making copies and distributing the Software as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

I. Evaluation Copy of Software

Supplier shall make available to any Authorized User Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

J. Alternate Channel Participation (Resellers/Distributors)

[Reserved]

20. SERVICES (NON-MAINTENANCE)-SPECIFIC PROVISIONS

A. Services

1. Nature of Services and Engagement

This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier.

By operation of this Contract, any order or SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period shall be voidable by VITA, in its sole discretion. If an SOW is voided by VITA, such SOW shall no longer be binding on either Party and all obligations with respect to such SOW shall expire.

2. Acceptance

Service(s) shall be deemed accepted when the Authorized User determines that such Service(s) meets the Requirements set forth in the applicable SOW. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the SOW. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with such modification.

Authorized User shall commence Acceptance testing within five (5) business days, or within such other period as set forth in the applicable SOW, after receipt of the Service.

Acceptance testing will be no longer than ten (10) business days, or such longer period as may be agreed in writing between Authorized User and Supplier, for each Deliverable or for the first instance of each Service type set forth in Exhibit D of this Contract. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Authorized User

shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

3. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Service for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable SOW. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid hereunder for all such Services; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the affected Services to be provided thereunder by Supplier.

B. General Warranty

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

1. Ownership

Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

2. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

3. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

4. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;
- ii). Services pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Services and Deliverables and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;
- iii). The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and fully utilize the Deliverables without reference to any other materials or information.

5. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Supplier has used the best available means to scan any media on which Deliverables are provided to the Authorized User.

6. Limited Warranty Period and Remedy

During the warranty period of ninety (90) days, twelve (12) months, or as specified in the applicable SOW, Supplier warrants that the Services shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Services to meet the Requirements. If Supplier is unable to make the Service/Deliverable conform, in all material respects, to the Requirements within thirty (30) days following written notification by an Authorized User, Supplier shall, replace non-conforming Services and Deliverable and such other related Deliverable(s) at Xerox' expense.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

C. Training and Documentation

Any training or documentation necessary for an Authorized User to have full benefit of the Service shall be deemed included in the scope of the applicable SOW unless expressly excluded.

21. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an Agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_and_Cs.pdf

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business Requirements. If a change is made to the

terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit F hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support Services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier Services addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any government entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment. Please note that Xerox automatically assigns all leases to a wholly owned subsidiary of Xerox. Such assignment shall be transparent to the Customer.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The applicable provisions of this Contract regarding Software License, Rights to Work Product, Warranties, Maintenance Services, Escrow, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay. Termination under this provision does not apply to equipment already installed and accepted prior to the effective date of termination.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to any Deliverables or Services rendered or the amounts due Supplier for such Deliverables or Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Acceptance or Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

Q. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Request for Proposal
- ii). Exhibit B reserved
- iii). Exhibit C EULA Agreement
- iv). Exhibit D Product Price List
- v). Exhibit E Warranty, Maintenance and Support Service Level Agreements (SLAs)
- vi). Exhibit F Certification Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit D, Exhibit E and any individual SOW.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier
By: Gerald Britt
(Signature)
Name: Gerald Britt
(Print)
Title: Account General Manager
Date: October 26, 2010

VITA
By: [Signature]
(Signature)
Name: Samuel Nixon, Jr.
(Print)
Title: CEO
Date: 11/8/10

Address for Notice:
Xerox Corporation
45 Glover Ave PO Box 4505
Norwalk CT 06856
Attention: Office of General Counsel
Email: _____

Address for Notice:
11751 MEADOWVILLE LN
CHESTER VA 23836
Attention: Contract Administrator

Exhibit A

Detailed Description of Proposed Solutions – CD-Rom 1

Suppliers are to indicate their capability of fulfilling each specific requirement below. Each Supplier’s responses will be reviewed and compared across Suppliers within each service type in order to determine the best solution for the Commonwealth.

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Solution by the Supplier. To respond to each requirement, Supplier is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed.

The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within six months.

VITA has posed some open-ended questions. In those instances, Supplier is to provide adequate information to allow VITA to properly evaluate its proposal.

A. General

	Requirements	A	B
1.	As stated in section 2N (Evaluation Factors) you agreed that your company can sell/service the entire Commonwealth of Virginia. Please describe the details on how this will be accomplished.	Yes	Yes, Xerox will provide service and support for all units placed within the Commonwealth of Virginia. Xerox has 116 full time technicians that provide breakfix support on Xerox installed hardware in the Commonwealth. Xerox will provide sales support in multifaceted approach; that will be a combination of direct sales reps,

	Requirements	A	B
			sales agents, authorized Xerox resellers, Xerox subsidiaries and sales representatives. (Electronic System Incorporated and TML Copiers) Xerox has a total of 100 plus sales resources that will be responsible for selling this contract. Please see attached Marketing Plan and Sales Support map of the Commonwealth of Virginia in Appendix A2.
2.	As stated in section 2N (Evaluation Factors) you agreed that your company can sell/service the entire Commonwealth of Virginia. Will you be incorporating subcontractors or alliances? If yes, please describe.	No	Xerox will not be incorporating subcontractors or alliances to provide service to all locations in the Commonwealth of Virginia.
3.	Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If no, please explain.	Yes	<p>The scope and intent of the Energy Star program is office equipment. The products included in this proposal are designed for production printing environments/applications, and thus are beyond the scope of the Energy Star program. However, Xerox has gone above and beyond in several cases and has been able to meet these stringent requirements even for equipment that is designed for production applications (i.e. very high duty cycles, with very little time in standby and low power modes). This is highly unusual in the production printing space and a real testament to Xerox's emphasis on energy efficiency.</p> <p>The 4112, 4127, Nuvera EA 100/120/144/200/288, Nuvera MX 100/120/144/200/288, 252, 260 and 700 meet Energy Star Guidelines.</p>
4.	Does your proposed solution offer anything else that addresses Green issues (i.e. toner recycle, disposal of machines that have come to end of life). If so, please describe.	Yes	Xerox views environmental sustainability not as a cost of doing business, but as a way of doing business. For us, it's an integral part of developing Products, serving customers and posting profits. The Xerox products proposed in this

	Requirements	A	B
			RFP meet a comprehensive set of standards that encompasses: energy efficiency, chemical management, packaging, parts reuse and recycling, electrical and mechanical safety, ergonomics, electromagnetic emissions, noise, fire resistance and materials safety. Please see Appendix A4 for additional details.
5.	Does your proposed solution offer 8:00 am – 5:00 pm EST Hardware and Software support? Please provide details	Yes	<p>You have access to dedicated Xerox customer service representatives, industry experts and technical support 365 days a year.</p> <ul style="list-style-type: none"> - Online. Log on anytime for interactive technical and operational help via a dynamic database with the latest technical solutions and step-by-step operational tips. - On Call. Our Customer Support Center is available 24 hours a day. Our team of 600 call center experts typically resolves many customer problems remotely without dispatching a technician. - On Site. Xerox employs more than 5,000 customer support personnel nationally. <p>Ongoing training ensures that your customer service representative knows your equipment and can support your needs.</p>
6.	Does your proposed solution have the ability to process P-Cards from Authorized Users that may have multiple agreements and assign the payment to the correct agreement? If so, please describe.	Yes	<p>Xerox accepts payment via credit card for many transactions (any open invoice on the A/R file) including the following situations:</p> <p>New (un invoiced) orders: - Non-financed sales</p> <p>Generated open invoices (financed or non-financed)</p> <p>Payments on account: - Payments towards Promissory notes</p> <ul style="list-style-type: none"> - Advance payments - Buyouts - Payments towards write-offs

	Requirements	A	B
7.	Does your proposed solution include a system that maintains data for each agreement such as starting date of agreement, ending date, payment dates, equipment pickup date, etc.? If so, please describe.	Yes	Xerox systems include Equipment, Billing, Collections and Finance Systems that capture the data requested. Reporting can be generated to capture the variety of information outline. See System Matrix Ability to manage account via online tools including: - Billing and Payment - Contact Xerox - Contracts and Purchase Orders - Equipment Address and Relocation - Meter Readings - Purchase and Order Tracking - Update your own Account Information
8.	Does your proposed solution provide leasing as an option? If so, please provide your leasing documents in Microsoft Word format and place files on CD #3.	Yes	Yes Xerox will provide leasing as an option under the resulting contract. Please see Appendix A8, Xerox Terms & Conditions.
9.	Does your proposed solution have a process for notifying Authorized Users when their lease agreements are complete? If so, please describe	Yes	Xerox does have a process for notifying authorized users when their lease agreements are complete. This process is based on the Xerox account management process. In the Xerox account management process there is a component called the customer contact strategy. With the customer contact strategy Xerox sales reps are responsible for meeting with each of their customers at least once every 90 days. It is at these meetings Xerox makes the customer aware of the expiration dates of their agreements and also explains to them the different options available to the authorized user. The options could be as follows: 1) buyout of the machine 2) return of the machine 3) trade-in of the machine.
10.	Does your proposed solution have a process once an Authorized User informs you that they do not wish to keep the equipment once they have fulfilled their	Yes	The authorized user shall provide Xerox with written notification at least 30 days prior to contract expiration, so arrangements can be

	Requirements	A	B
	leasing agreement? (Scheduling of pickup, etc.) If so, please describe.		made by Xerox for removal of device in a timely fashion.
11.	Does your proposed solution provide the ability for Authorized Users to trade-in devices for credit against new purchase/lease agreements? If so, please describe.	Yes	Xerox will allow VITA trade-in options with regards to new devices that are purchased under this contract. Documentation will need to be executed by the VITA with regards to what products are being submitted for trade-in value credit towards new equipment. Xerox will provide equipment (to include competitive units) trade in value quotes at the time of proposal.

B. Business Capabilities

	Requirements	A	B
1.	Does your proposed solution outline the type of sales process you will be using to ensure that the right production product is being proposed to the Commonwealth of Virginia? If so, please describe.	Yes	Xerox will utilize a 4 Step Process to ensure the right production process is being proposed to the Commonwealth of Virginia. The 4 Steps are as follows: Step 1 - Identify / Analyze Customer Requirements Step 2 - Present Xerox Recommendation and Review Next Step 3 - Manage Implementation Plan Step 4 - Evaluate Implementation Plan and Customer Satisfaction
2.	Has your company won any awards or recognition in the high speed production area? If so, please describe.		Xerox is the only Print Product provider that has won the JD Power Award 4 times. In 2007 Xerox was awarded the National Medal of Technology, the highest honor that can be awarded by the President of the United States to an organization. The medal was in recognition of Xerox's contributions and dedication during the past <u>50 years</u> to technical innovation, innovations that span many imaging technologies. In Production Monochrome Products, Nuvera won the On Demand Best of Show in 2007 and 2009 and Better Buys for Business 2007 Editors Choice Award. In

	Requirements	A	B
			Production Color the DocuColor 242/252/260, Xerox 700, iGen3 and iGen4 have all won the DMA Digital Print Shoot Out Winners Award.
3.	<p>Does your proposed solution include how many service technicians are trained to support high speed devices for this contract?</p> <p>If so, please describe and furnish certifications as applicable.</p>	Yes	<p>The Virginia market center has over 140 dedicated, professional and highly skilled technical services professionals’ trained and ready to support the Commonwealth of Virginia.</p> <p>Xerox has pre-established standards with respect to product training. Our Customer Service Engineers receive continual training to make sure they are aware of the latest fixes and technology available to help them help the customers. Xerox administers a qualification exam to service technicians to ensure they possess the prerequisite skills in electrical, mechanical, laser safety and computer knowledge. A series of technical classes that include safety, customer skills and product training are then administered prior to any customer service delivery. Xerox product certification is required for all technicians and a customer service request will not be dispatched to a non-trained technician.</p>
4.	<p>Has your company implemented any high speed production projects that meet or exceed the requirements of this RFP within the last six months</p>	Yes	<p>We have successfully implemented several high speed productions solutions in local and state governments, further detail can be provided upon request. In addition Xerox has provided three customer references for high speed production copier printing solutions in Section D. Supplier Experience Level and Customer References.</p>
5.	<p>In your proposed solution, does your company maintain a specific amount of supplies/parts at your locations?</p> <p>If so, please describe.</p>	Yes	<p>Xerox is committed to ensuring parts are available when you need them, an effort enabled by our robust parts infrastructure with auto-replenished trunk inventories.</p> <p>Xerox Services relies on a carefully monitored and well-supplied support</p>

	Requirements	A	B
			<p>system:</p> <p>To ensure we are able to meet your parts needs, the most commonly used parts are easily accessible. Either our CSEs will have the part on hand or it will be readily attainable from our Field Inventory Center.</p> <p>Xerox has 60 local parts distribution centers and two national warehouses. If needed, these centers will deliver the part or parts you need by courier, directly to your point of need.</p> <p>Xerox constantly monitors and quickly replenishes parts inventories. CSEs report parts usage via wireless when a call is closed. Our systems automatically replace any parts used each evening to ensure consistent inventory levels are maintained.</p>
6.	Does your proposed solution have an in-house order tracking system that can be accessed 24x7 by a user? Please provide details.	Yes	Xerox has an eSuite of tools which will provide an electronic order status. In addition to this option the Sales Representative can access the status of an order via an internal mainframe system.
7.	Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.	Yes	Xerox is willing to commit to service level agreements. Please see Appendix A. For proposed Xerox Service Level Agreement Xerox would be willing to further negotiate additional SLAs if deemed necessary by VITA and the Commonwealth.
8.	Does your proposed solution include any marketing abilities and resources to promote this contract to schools, universities, local and non-Executive Branch state agencies? Please provide marketing plan and examples of marketing tools.	Yes	Yes. Xerox will have a total of 100 plus sales resources calling on the Commonwealth marketplace to market this contract. This will be done via inside sales, direct sales, authorized Xerox sales agents, Xerox subsidiaries and sales representatives such as Electronic Systems.
9.	Does your proposed solution provide an inventory management system that tracks items such as beginning/end lease date, dates payments received, location of device, serial number, etc.? If so, please describe.	Yes	Xerox systems include Equipment, Billing, Collections and Finance Systems that capture the data requested. Reporting can be generated to capture the variety of information outline.

	Requirements	A	B
			<p>Ability to manage account via online tools including:</p> <ul style="list-style-type: none"> - Billing and Payment - Contact Xerox - Contracts and Purchase Orders - Equipment Address and Relocation - Meter Readings - Purchase and Order Tracking - Update your own Account Information <p>Please see Appendix B9 Doing Business Online with Xerox.</p>

C. Security

	Requirements	A	B
1.	<p>If the unit has a hard drive, will Supplier comply with section “Statement of ITRM Requirements for the Removal of Commonwealth Data from Electronic Media” from VITA’s Security Policy located at (http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf). If so, please describe.</p>	Yes	<p>We have two options available for all Production Products included in this RFP as a means of complying with this requirement; Disk Image Overwrite and Hard Drive Removal. Cost varies by Printer.</p> <p>Please see pricing for Disk/ Hard Drive Removal in the pricing section of this response.</p>
2.	<p>If the unit uses non-volatile memory to store data, will those systems automatically erase the data after each job is complete or does the user have to perform a specific task? Again, please refer to VITA’s Security Policy regarding non-volatile memory.</p>	Yes	<p>Optional Disk Image Overwrite permits the following:</p> <ul style="list-style-type: none"> - On Demand Image Overwrite – Executed prior to removal or as needed to remove all image data from disk or other non-volatile storage. - Immediate Image Overwrite – Automatically executed immediately after jobs are completed to remove image data from disk or other non-volatile storage. - Scheduled Image Overwrite – Automatic, daily overwrite of all image data from disk or other non-volatile storage including any pending jobs.

D. Reports

	Requirements	A	B
1.	Will your proposed solution include an electronic service log that is available to customers on specific copiers/printers? (provide examples)	Yes	Xerox can maintain an electronic service log that has specific information on the high speed production copiers and printer from a resultant contract. As part of Xerox commitment to meet the performance standards set forth in our response, Xerox can provide to the Commonwealth quarterly break fix reports and machine performance reports to ensure delivery of agreed upon service levels. Please see Appendix D1 for examples of reports that are available to customers. In addition to the electronic service logs, Xerox requires hard copies of service logs on site. These logs are available for viewing.
2.	Will your proposed solution include any additional reports that would be an added value to the Commonwealth? Please describe and provide examples.	Yes	Xerox can provide additional reports that would be an added value to the Commonwealth. Centware web available from Xerox at not cost is a web based asset management utility that can produce utilization reports in a variety of formats. Centware web can also provide the Commonwealth with usage reports, Status and alert history reports and historical data on print, copy and scan volumes. Please see Xerox Appendix D2. Centerware Web Brochure.

Xerox Response:

For specification details on all equipment proposed in this response please see Xerox Appendix D3. Brochures.

A4 – Xerox Response

A. General

A 4. Does your proposed solution offer anything else that addresses Green issues (i.e. toner recycle, disposal of machines that have come to end of life). If so, please describe.

Xerox views environmental sustainability not as a cost of doing business, but as a way of doing business. For us, it's an integral part of developing Products, serving customers and posting profits. The Xerox products proposed in this RFP meet a comprehensive set of standards that encompasses: energy efficiency, chemical management, packaging, parts reuse and recycling, electrical and mechanical safety, ergonomics, electromagnetic emissions, noise, fire resistance and materials safety. **Xerox designs equipment for recycling.** It strives to design waste-free products, in waste-free facilities that serve to help customers create waste-free workplaces - and have done so since 1991. All of our devices are designed for responsible management of equipment at their end of life including remanufacturing and recycling programs. We save resources from the manufacture to re-manufacture cycle and reuse materials within the supply chain.

Xerox Production Printers are designed for remanufacturing. Xerox's well established remanufacturing processes ensure that all of our products meet the same stringent quality, performance, and safety standards. All Xerox remanufactured equipment is built to as-new specifications, meeting ISO/IEC 24700 (Quality and Performance of Office Equipment that Contains Reused Components) and have a Xerox Total Satisfaction Guarantee.

Product Take-Back and Recycling - Designing for Reuse

Xerox maximizes the end-of-life potential of products and components by considering reuse in the design process. Machines are designed for easy disassembly and contain fewer parts. Parts are durable – designed for multiple product life cycles. Coded with instructions on how to dispose, the parts are also easy to reuse or recycle. As a result, equipment returned to Xerox at end of life can be rebuilt to as-new performance specifications, reusing 70–90% of machine components (by weight), while meeting performance specifications for equipment with parts that are all new. Xerox also designs product families around modular product architectures and a common set of core components. These advances offer us many options for breathing new life into old equipment.

A returned machine can be rebuilt as the same model through remanufacture, converted to a new model within the same product family, or used as a source of parts

for next generation models. A Xerox product whose designs are based on previous models may have 60% of its parts by weight in common with previous equipment. The practice of reusing parts reduces the amount of raw material needed to manufacture new parts, which generates several hundred million dollars in cost savings each year, in addition to energy savings.

Ensuring Product Quality

Xerox has developed unique processes and technologies to ensure that all Xerox products, regardless of their reused or recycled part content, meet the same specifications for performance, appearance, quality and reliability. Machines with reused/recycled parts are built on the same manufacturing lines as newly manufactured equipment, and they undergo the same rigorous tests for quality assurance. As a result, products with reused/recycled parts carry the same Xerox guarantees, warranties and service agreements as Xerox equipment made from all new parts.

Consumables end-of-life management:

Xerox Green World Alliance

The Xerox Green World Alliance reuse/recycle program for imaging supplies is central to our commitment to waste-free products. This partnership with Xerox customers resulted in more than 2.5 million cartridges and toner containers being returned in 2008. Xerox processed 800,000 pounds of post-consumer waste toner for reuse, and the plastic bottles customers used to return waste toner to Xerox – over 150,000 of them – have been recycled.

Returned products are cleaned, inspected, and then remanufactured or recycled. Remanufactured cartridges, containing an average of 90% reused/recycled parts, are built and tested to the same performance specifications as new products. Similarly, waste toners that qualify for reuse may account for 25% of the weight of new toner, without compromising toner functionality. Reusing waste toner saves several million dollars in raw-material costs each year.

Well-Established Collecting and Reprocessing Methods

Prepaid postage labels and packaging from new supplies allow customers to return spent materials to Xerox for reuse and recycling. Return labels for toner containers are available from Xerox upon request or by downloading a prepaid label from www.xerox.com/gwa

EA toner:

The 700, 4127, and Nuvera EA Printers all use Emulsion Aggregation (EA) toner. EA toner is manufactured using a different process than traditional toners, being “grown” through a chemical process rather than ground through a mechanical process.. This results in a toner with a smaller and more uniform particle size, leading to exceptional image quality. It also results in environmental benefits, both from a manufacturing and operational standpoint.

- EA technology requires 60-70 percent less energy/page for printing (compared to conventional toner)
- The EA manufacturing process requires approximately 25 percent less energy per pound of toner and generates less waste compared to the conventional method of manufacturing toner.
- The smaller toner size leads to 40-50 percent less toner per printed page. One hundred grams of conventional toner are needed to produce 1000 prints. With EA Toner, only 50-60 grams per 1000 prints are needed.
 - EA toner reduces the amount of energy associated with printing in other ways. The greater latitude in resin design enables image fixing capability at lower temperatures, thus further reducing per-page product energy consumption. EA enables the use of lower melt resins since brittle materials are not required in the fabrication process. This translates into less energy to print since the temperature of the fusing subsystem can be reduced.
 - By eliminating fuser oil, EA technology conserves resources while improving customer satisfaction by eliminating potential service calls for oil streaks.
 - Less toner mass per page (see above)

Machine emissions:

Chemical and dust emissions from Xerox machines are carefully controlled to very low levels that are well below regulatory requirements— often at or near the detection limit of our measurement equipment. Production equipment meets the same strict Xerox emissions limits as products designed for general office use.

Materials Safety:

All materials used in our various products comply with applicable external regulatory requirements, as well as more stringent Xerox internal safety requirements. Xerox requirements for minimizing toxic materials govern our product design and materials selection. Xerox toxicologists conduct a comprehensive assessment of new materials in our products to ensure conformance with these criteria. They include compliance with applicable global registration, hazard communication and waste handling and disposal. The requirements prohibit the use of materials that:

- Are carcinogenic, mutagenic, or cause adverse developmental or reproductive effects.
- Pose a toxicity hazard to humans or aquatic species.
- Can cause a permanent adverse impact to the skin, eyes or respiratory system.
- Have the potential to generate hazardous waste.

Xerox dry ink toner is non-toxic and does not generate hazardous waste. This is the result of careful selection of materials and control of the raw material ingredients. Unlike some liquid ink technologies used in the industry today, with Xerox dry toners there is no use of petroleum distillates. Petroleum distillates are combustible, produce oil waste that needs to be carefully managed, and potentially contribute to volatile organic compound (VOC) emissions in the work environment.

Recyclability of prints:

Prints made with the Xerox dry ink toners are readily recyclable using standard deinking

processes.

**Long life parts – specific to 4127:
Innovative Component Results in More for Less**

The photoreceptor is a critical component of photocopying and laser printing technology and must be replaced periodically due to surface wear that can lead to poor image quality. Xerox researchers and engineers have invented a long-life photoreceptor that offers significant advantages to our customers and for the environment. Proprietary

Xerox materials were used to create a protective chemical armor or overcoat that increases the photoreceptor's usable life by more than 50%. The overcoat is a tough polymer composite that is both scratch and wear resistant, allowing the photoreceptor to operate for over 1 million revolutions. First introduced in 2009 for the Xerox 4112/4127 production monochrome device, the long-life photoreceptor reduces the need for replacement cartridges by 33%, resulting in more-efficient resource use and less waste generation. In addition, customers experience reduced interruptions to work flow, improved productivity, and fewer service calls. The new photoreceptor works in the standard machine design with no additional hardware changes or added costs to the customer. This invention has wide applicability across Xerox's product lines, and future product introductions are planned.

Paper:

Xerox imposes strict environmental requirements on our paper suppliers, ensuring that all Xerox paper comes from responsibly managed mills and sustainably managed forests.

Workflow technologies:

Xerox promotes adopting workflow technologies. Through the use of Xerox FreeFlow[®] software, Companies have the ability to automate manual processes, manage all production printing and receive jobs and orders over the web. They have the ability to automate to save energy, resources and paper materials. Also they benefit from improved turnaround, tracking of information and reduced distribution costs.

B9 – Doing Business Online with Xerox

To help you find more effective ways to manage the tasks and responsibilities of your organization, Xerox is continuously developing innovative ways to do business through the Internet. We want to make working with us faster, easier, and more productive, day in and day out.

As part of your relationship with Xerox, [Company] can use our convenient, free online tools available at www.xerox.com for:

- Planning
- Procurement
- Account Management
- Support

Benefits of Doing Business Online with Xerox

There are many benefits from using our online service:

- Provides a secure, web-based view into your relationship with us
- Gives greater control of your account information
- Provides the information you need to make more informed business buying decisions
- Offers simplified processes for administrative tasks, such as meter reading and purchase order renewal
- Gives several options for making Xerox purchases online to accommodate your specific requirements
- Resolves questions and problems faster

Xerox Online Tools for Our Customers

For Planning:

Our easy-to-navigate website enables you to access the information you need to make informed business decisions and to plan for your future business purchases.

Equipment and Software: We provide comprehensive online information about our wide range of products, from office equipment software to production and wide-format systems. For interactive online demonstrations, key specifications and applications, and upgrade options for your current equipment, go to <http://www.xerox.com/>.

Consulting and Outsourcing: We recognize the unique nature of your business and offer different approaches based on your organization's specific needs. Our website provides an interactive way to learn about solutions tailored to your line of business, along with case studies of our work with other clients. Learn about the many valuable services and solutions Xerox offers at www.xerox.com/services.

For Procurement:

Xerox eCommerce presents a variety of options that will let you buy electronically.

MySupplies: Allows you to order supplies at your preset prices right from our website after a few simple registration steps.

Through Xerox Smart eSolutions, we also offer a free service - the SuppliesAssistant, which proactively manages supplies orders, ensuring the right supplies are on hand at the right time. For more information, visit: www.xerox.com/accountmanagement and click on SMart eSolutions - MeterAssistant™.

Order Status: Enables you to check the status of your equipment and supplies orders online.

Enterprise Portal / Extranet Hosted By Xerox: Provides access to a private site with a consolidated and centralized view of information specific to an account including but not limited to: contract product and pricing, Xerox account team contact information, links to the Account Management applications, product technical service information from Support & Drivers to product manuals, demos, brochures and specification sheets, and key documents and best practices. This customer portal is also available for ordering equipment and supplies with multi-levels of order approval workflow. To learn more about our convenient online procurement capabilities, visit: www.xerox.com/eCommerce.

Enterprise Procurement System / Trading Hubs: Offers the option to quickly add our products to your online catalogs and place orders at your convenience—if you use for example Ariba, SAP, Oracle iProcurement, Perfect Commerce, or Exostar. Xerox can also work with you on your requirements for Punchout / Roundtrip. To learn more about our convenient online procurement capabilities, visit: www.xerox.com/eCommerce.

Open Market eCommerce: Presents the opportunity for any user to purchase products that are offered for sale online. In the U.S. the most popular products are supplies, although software and documentation are also sold online. The products for sale vary due to business conditions and are typically sold at retail or commercial prices.

Electronic Data Interchange (EDI): Provides a point-to-point purchasing capability, using unique software and leased data lines that transmit orders in batch mode. EDI is best for transactions that are frequent and repetitive and may require some investment to establish. For more information, see www.xerox.com/edi.

For Account Management:

Xerox Account Management provides [Company] with the ease and flexibility of handling tasks electronically from billing and recordkeeping to asset management and administration. To learn more about these free convenient online services, visit: www.xerox.com/accountmanagement.

Meter Readings: Provides ability to report meter reads online or via touch-tone telephone. We automatically send an e-mail reminder to registered online users when readings are due.

In addition, through Xerox Smart eSolutions, our MeterAssistant can automatically submit meter readings from Xerox equipment and generate meter reports for billing reconciliations. This offering improves productivity and reduces costs. For more information, visit: www.xerox.com/accountmanagement and click on SMart eSolutions - MeterAssistant™.

As an Online and Meter Assistant user you can access your meter history for reporting and analysis.

Accounting and Administration: Offers a simple, quick process to call up open invoices, analyze them, and print them out. Enables [Company] to retrieve the consolidated balance for all of the open invoices in your account. If you have any questions or concerns, you can easily open a billing inquiry online.

We also provide convenient tools for managing equipment locations and moves, changing addresses, viewing contract and maintenance agreement status, and checking status of orders.

Online Pricing and Purchase Order Renewal: Enables [Company] to view and print up-to-date Purchase Order renewal pricing and to review the total value of active purchase orders. This site allows you to renew expired and soon-to-expire orders online. Interactive worksheets are also provided.

Online Invoicing and Payment: Provides comprehensive invoice management features to process Xerox invoices more effectively. Options include receiving invoices electronically, spreadsheet downloads, and email alerts when invoices are sent or approaching a due date. Payment can be made electronically utilizing the banking industry's direct debit transaction. All transactions are secure and

confidential with an electronic payment record for fast and easy account reconciliation.

Electronic Data Interchange (EDI): Provides transmission of invoices in a batch mode, utilizing ANSI X12 standards. EDI is desirable for receiving and processing large quantities of repetitive invoicing and may require some investment to establish. For more information, see www.xerox.com/edi.

For Support:

With Xerox eSupport, our goal is to keep your Xerox equipment up and running smoothly. Our industry-leading approach to customer support combines round-the-clock telephone and online help with the best service engineers in the business and all the drivers and downloads [Company] needs when they are needed.

Online Support Assistant: Provides solutions to common problems through a comprehensive knowledge base available in seven languages. Find useful online tips to take full advantage of all of the features and capabilities of our equipment. Browse with confidence, knowing the information is constantly updated; in fact the Assistant is based on the same database used by our telephone service representatives.

Intelligent eMail: Routes customer service requests to the appropriate call center queue based on language, country of origin, and support group structure. This feature uses email as a low cost alternate channel for requests or questions, and queues them for the most efficient response.

Drivers and Downloads: Directs [Company] employees to easily navigated pages to find, download, and install the latest print drivers, patches, and machine control software.

eRemote (Remote Control): Enables support centers to take control of customer machines, diagnose problems, and correct them. This infrastructure reduces costs by avoiding the need for specialist service visits to [Company] sites and enables improved customer uptime by using remote control technology.

eService Learning: Delivers high relevance, point-of-need learning modules to customers and customer-facing employees to resolve the more difficult customer technical problems.

To see how easy it is to get the help you need, visit: www.xerox.com/Support.

Exhibit D RFP 2010-22

SUPPLIER ITEM NUMBER	PRODUCT DESCRIPTION	LIST PRICE	CURRENT GSA DISCOUNT (Percentage Amount)	VITA DISCOUNT (Percentage Amount, should be equal to or greater than GSA Discount)
4595C	4595 COPIER/PRNTR	40000	56%	56%
P4595C	4595 COPIER/PRNTR	40000	56%	56%
4110BYPAS	4110 BYPASS CHUTE	350	0%	0%
4110HCF1	HIGH CAP FEEDER	2700	7%	7%
4110JBA	4110 JOB BASD ACCT	500	0%	0%
95CLRSCN	4595 COLORSCAN KIT	550	0%	0%
ANV	STAPLR FIN/PCH/INS	6550	24%	24%
ANX	BOOKLT FIN/PCH/INS	11800	25%	25%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
OVRSZHCF	OVERSIZED HCF	4000	0%	0%
SECUREKIT	DATA SECURITY KIT	995	0%	0%
STAPLSEFI	EFI CNTRLR STAPLES	5000	50%	50%
VIGROUPA	FF VI INTERPRETER	8000	44%	44%
XUF	4595A ENABLEMENT KIT 100 SPEED	3400	53%	53%

4595CP	4595 COPIER/PRNTR	46300	57%	57%
P4595CP	4595 COPIER/PRNTR	46300	57%	57%
4110BYPAS	4110 BYPASS CHUTE	350	0%	0%
4110HCF1	HIGH CAP FEEDER	2700	7%	7%
4110JBA	4110 JOB BASD ACCT	500	0%	0%
95CLRSCN	4595 COLORSCAN KIT	550	0%	0%
ANV	STAPLR FIN/PCH/INS	6550	24%	24%
ANX	BOOKLT FIN/PCH/INS	11800	25%	25%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
OVRSZHCF	OVERSIZED HCF	4000	0%	0%

SECUREKIT	DATA SECURITY KIT	995	0%	0%
STAPLSEFI	EFI CNTRLR STAPLES	17000	21%	21%
VIGROUPA	FF VI INTERPRETER	5000	50%	50%
XUF	4595A ENABLEMENT KIT 100 SPEED	3400	53%	53%

DFFSVR	FREEFLOW 4595 SRVR	12000	30%	30%
PDFFSVR	FREEFLOW 4595 SRVR	12000	30%	30%
4595NBL	4595 LIC ENABLE	0	0%	0%
CABLEKIT1	VHDCI/HD68 SCSICBL	350	0%	0%
DSK-OVRTT	DISK OVERWRITE LIC	995	0%	0%
DSPSW7	OPERTNG SYSTM LICN	6500	0%	0%
EPSTAND	CONTROLLER STAND	300	0%	0%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%
IPDSW-7	IPDS S/W LICENSE	10000	25%	25%
LCDSSW	LCDS SW LICENSE	10000	25%	25%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
PASCUPKIT	PASSIVE CUP CRD KT	10000	15%	15%
SCSICARD	SE/LVD SCSI CRD KT	550	0%	0%
TAPE-CL	TAPE CLIENT LICNSE	2600	10%	10%
VIGROUPA	FF VI INTERPRETER	5000	50%	50%
XSISED4D	EPCRHD DRIVE SET	1900	0%	0%
XSISRH4D	EPCRHD INSTALL KIT	6000	0%	0%

4112CP	4112 COPIER/PRTR	56500	51%	51%
P4112CP	4112 COPIER/PRTR	56500	51%	51%
4110BYPAS	4110 BYPASS CHUTE	350	0%	0%
4110HCF1	HIGH CAP FEEDER	2700	7%	7%
41XXJBA	JOB BASED ACCTNG	500	0%	0%
ADVPLATE	ADV PUNCH MOB PLT	0	0%	0%
ADVPUNCH	ADVANCED PUNCH	12400	31%	31%
CLRSCN2	COLORSCAN ENABLEMT	550	0%	0%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%

FINMPLATE	FIN MOBILITY PLATE	0	0%	0%
FOLDER	D4 Z-FOLDER	5700	28%	28%
HCSMPLATE	HCS MOBILITY PL	0	0%	0%
IMMPLATE	INTERFACE MOB PL	0	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR	15000	30%	30%
INTERFACE	INTERFACE MODULE	2000	0%	0%
LEFTUI	UI MNTG KIT-LEFT	85	0%	0%
MLA	D4 STAPLER FINISHR	6550	24%	24%
MOBLPLATE	PRNTR MOBILITY PLT	0	0%	0%
NBV	DOLLY	995	0%	0%
OHCFLATE	OVRSZHCF MOB PLATE	0	0%	0%
OVRSZHCF	OVERSIZED HCF	4000	0%	0%
PDFKIT	PDF KIT	2850	0%	0%
SA-HID125	SECURE ACC W/HD125	895	0%	0%
SA-MAGSTR	SECURE ACC W/MAGST	795	0%	0%
SA-MIFARE	SECURE ACC W/MIFAR	895	0%	0%
SECUR-KIT	DATA SECURITY KIT	995	0%	0%
SQFDPLATE	SQFOLD MBLTY PLATE	0	0%	0%
STACKER	HIGH CAPACITY STKR	13000	10%	10%
TBNLEIPUP	IOT UPGRADE KIT	900	0%	0%
TKX	BOOKLET FINISHER	11800	25%	25%
XSIDEBM1	XSIS ESPRESSO KIT	350	0%	0%

4112EPS	4112 EPS	52500	46%	46%
P4112EPS	4112 EPS	52500	46%	46%
4110BYPAS	4110 BYPASS CHUTE	350	0%	0%
4110HCF1	HIGH CAP FEEDER	2700	7%	7%
41XXJBA	JOB BASED ACCTNG	500	0%	0%
ADVPLATE	ADV PUNCH MOB PLT	0	0%	0%
ADVPUNCH	ADVANCED PUNCH	12400	31%	31%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%
FINMPLATE	FIN MOBILITY PLATE	0	0%	0%

FOLDER	D4 Z-FOLDER	5700	28%	28%
HCSMPLATE	HCS MOBILITY PL	0	0%	0%
IMMPLATE	INTERFACE MOB PL	0	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR	15000	30%	30%
INTERFACE	INTERFACE MODULE	2000	0%	0%
LEFTUI	UI MNTG KIT-LEFT	85	0%	0%
MLA	D4 STAPLER FINISHR	6550	24%	24%
MOBLPLATE	PRNTR MOBILITY PLT	0	0%	0%
NBV	DOLLY	995	0%	0%
OHCFPLATE	OVRSZHCF MOB PLATE	0	0%	0%
OVRSZHCF	OVERSIZED HCF	4000	0%	0%
SECUR-KIT	DATA SECURITY KIT	995	0%	0%
SQFDPLATE	SQFOLD MBLTY PLATE	0	0%	0%
STACKER	HIGH CAPACITY STKR	13000	10%	10%
TBNLEIPUP	IOT UPGRADE KIT	900	0%	0%
TKX	BOOKLET FINISHER	11800	25%	25%

4127CP	4127 COPIER/PRNTR	69500	49%	49%
P4127CP	4127 COPIER/PRTR	69500	49%	49%
4110BYPAS	4110 BYPASS CHUTE	350	0%	0%
4110HCF1	HIGH CAP FEEDER	2700	7%	7%
41XXJBA	JOB BASED ACCTNG	500	0%	0%
ADVPLATE	ADV PUNCH MOB PLT	0	0%	0%
ADVPUNCH	ADVANCED PUNCH	12400	31%	31%
CLRSCN2	COLORSCAN ENABLEMT	550	0%	0%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%
FINMPLATE	FIN MOBILITY PLATE	0	0%	0%
FOLDER	D4 Z-FOLDER	5700	28%	28%
HCSMPLATE	HCS MOBILITY PL	0	0%	0%
IMMPLATE	INTERFACE MOB PL	0	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR	15000	30%	30%
INTERFACE	INTERFACE MODULE	2000	0%	0%

LEFTUI	UI MNTG KIT-LEFT	85	0%	0%
MLA	D4 STAPLER FINISHR	6550	24%	24%
MOBLPLATE	PRNTR MOBILITY PLT	0	0%	0%
NBV	DOLLY	995	0%	0%
OHCFLATE	OVRSZHCF MOB PLATE	0	0%	0%
OVRSZHCF	OVERSIZED HCF	4000	0%	0%
PDFKIT	PDF KIT	2850	0%	0%
SA-HID125	SECURE ACC W/HD125	895	0%	0%
SA-MAGSTR	SECURE ACC W/MAGST	795	0%	0%
SA-MIFARE	SECURE ACC W/MIFAR	895	0%	0%
SECUR-KIT	DATA SECURITY KIT	995	0%	0%
SQFDPLATE	SQFOLD MBLTY PLATE	0	0%	0%
STACKER	HIGH CAPACITY STKR	13000	10%	10%
TBNLEIPUP	IOT UPGRADE KIT	900	0%	0%
TKX	BOOKLET FINISHER	11800	25%	25%

4127EPS	4112 EPS	65500	45%	45%
P4127EPS	4127 EPS	65500	45%	45%
4110BYPAS	4110 BYPASS CHUTE	350	0%	0%
4110HCF1	HIGH CAP FEEDER	2700	7%	7%
41XXJBA	JOB BASED ACCTNG	500	0%	0%
ADVPLATE	ADV PUNCH MOB PLT	0	0%	0%
ADVPUCH	ADVANCED PUNCH	12400	31%	31%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%
FINMPLATE	FIN MOBILITY PLATE	0	0%	0%
FOLDER	D4 Z-FOLDER	5700	28%	28%
HCSMPLATE	HCS MOBILITY PL	0	0%	0%
IMMPLATE	INTERFACE MOB PL	0	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR	15000	30%	30%
INTERFACE	INTERFACE MODULE	2000	0%	0%
LEFTUI	UI MNTG KIT-LEFT	85	0%	0%
MLA	D4 STAPLER FINISHR	6550	24%	24%

MOBLPLATE	PRNTR MOBILITY PLT	0	0%	0%
NBV	DOLLY	995	0%	0%
OHCFLATE	OVRSHZCF MOB PLATE	0	0%	0%
OVRSHZCF	OVERSIZED HCF	4000	0%	0%
SECUR-KIT	DATA SECURITY KIT	995	0%	0%
SQFDPLATE	SQFOLD MBLTY PLATE	0	0%	0%
STACKER	HIGH CAPACITY STKR	13000	10%	10%
TBNLEIPUP	IOT UPGRADE KIT	900	0%	0%
TKX	BOOKLET FINISHER	11800	25%	25%

EFICNTRL	EFI 4112-4127 CPSV	12000	30%	30%
PEFICNTRL	EFI 4112-4127 CPSV	12000	30%	30%
EFICMPSE	COMPOSE V2.1 OPT	4000	0%	0%
EFIFACI2	EXP4110 FACI KIT	1995	0%	0%
EFIMPOSE	EFI IMPOSE V2.7	2550	0%	0%
EXPRHD	REMOVBL HDD 4110	1995	0%	0%
FACISTND	FACI FURNITURE STD	649	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
VIGROUPA	FF VI INTERPRETER	5000	50%	50%

LPFFSVR	FREFLW 4112/27 SVR	12000	30%	30%
OFCFFSVR	FREFLW 4112/27 SVR	12000	30%	30%
CABLEKIT1	VHDCI/HD68 SCSICBL	350	0%	0%
CP4112NBL	4112CP ENABLEMENT	0	0%	0%
CP4127NBL	4127CP ENABLEMENT	0	0%	0%
DSK-OVRRT	DISK OVERWRITE LIC	995	0%	0%
DSPSW7	OPERTNG SYSTM LICN	6500	0%	0%
EP4112NBL	4112EPS ENABLEMENT	0	0%	0%
EP4127NBL	4127EPS ENABLEMENT	0	0%	0%
EPSTAND	CONTROLLER STAND	300	0%	0%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%
IPDSW-7	IPDS S/W LICENSE	10000	25%	25%

LCDSSW	LCDS SW LICENSE	10000	25%	25%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
PASCUPKIT	PASSIVE CUP CRD KT	10000	15%	15%
SCSICARD1	DUAL ULTRA 320PCIE	550	0%	0%
TAPE-CL	TAPE CLIENT LICNSE	2600	10%	10%
VIGROUPA	FF VI INTERPRETER	5000	50%	50%
XSISED4D	EPCRHD DRIVE SET	1900	0%	0%
XSISRH4D	EPCRHD INSTALL KIT	6000	0%	0%

6115	PRINT MODULE	175200	29%	29%
6135	PRINT MODULE	230200	14%	14%
6155PM	PRINT MODULE	295000	8%	8%
6180PM	DT PRINT MODULE	350100	7%	7%
DT-CNTL9	61XX CONTROLLER	42000	18%	18%
10B-T/HUB	10BASET THINET HUB	0	0%	0%
6135INT	2 TRAY INTERPOSER	22500	24%	24%
6135INT-3	3 TRAY INTERPOSER	22500	24%	24%
6180INT	2 TRAY INTRPOSR RQ	22500	24%	24%
6180INT-3	3 TRAY INTERPOSER	22500	24%	24%
CABLEKIT1	VHDCI/HD68 SCSICBL	350	0%	0%
CUPKIT2	ONLINE MODULE/CUP	11100	10%	10%
DSK-OVRRRT	DISK OVERWRITE LIC	995	0%	0%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
DT100PPM	DT6100 CNTRL LABEL	0	0%	0%
DT115-135	SPEED UP 115-135PP	40000	0%	0%
DT115PPM	DT6115 CNTRL LABEL	0	0%	0%
DT135PPM	DT6135 CNTRL LABEL	0	0%	0%
DT155-180	SPEED UP 155-180PP	50000	0%	0%
DT155PPM	DT6155 CNTRL LABEL	0	0%	0%
DT180PPM	DT6180 CNTRL LABEL	0	0%	0%
DT6180DA	DIAGNOSTIC LICENSE	0	0%	0%

DTBYPAS1	BYPASS TRANSPORT	10000	18%	18%
DTBYPAS3	BYPASS TRANSPORT	10000	18%	18%
DTFIN1	DOCUTECH FINISHER	0	0%	0%
DTFIN3	6180 FINISHER	0	0%	0%
DTSTAND1	CONTROLLER STAND	1250	0%	0%
FKX	HIGH CAP OPT DOLLY	995	0%	0%
FOOTSWCH	FOOTSWITCH KIT	110	0%	0%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%
IPDSSW3	IPDS S/W LICENSE	20000	0%	0%
LCDSSW1	LCDS SW LIC & DOC	20000	0%	0%
MRTBL	MAKE READY TABLE	1500	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
OVERWRITE	DISK OVERWRITE	0	0%	0%
SCANHW	SCANNER HARDWRE KT	100	0%	0%
SCSICARD	SE/LVD SCSI CRD KT	550	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%

100DPS	NUVERA 100 EA	87000	43%	43%
100DPSMX	NUVERA 100 MICR	117000	36%	36%
100MFF	NUVERA 100EA W/SCN	65000	31%	31%
120DPS	NUVERA 120 EA	122000	42%	42%
120DPSMX	NUVERA 120 MICR	152000	37%	37%
120MFF	NUVERA 120EA W/SCN	77000	28%	28%
144DPS	NUVERA 144 EA	190000	27%	27%
144DPSMX	NUVERA 144 MICR	220000	26%	26%
P100MFF	NUVERA 100EA W/SCN	65000	31%	31%
P120MFF	NUVERA 120EA W/SCN	77000	28%	28%
100-120DP	100-120DPS UPGRADE	50000	60%	60%
100-120MF	100-120MFF UPGRADE	15000	0%	0%
100-144DP	100-144DPS UPGRADE	120000	42%	42%
120-144DP	120-144DPS UPGRADE	75000	27%	27%
30APWR	30A LINE CORD	0	0%	0%

BFDCDPS1	FIN MOD DIRECT CON	28600	17%	17%
BFDLDPS1	DUAL FINSHR MODULE	50000	20%	20%
BFMDPS1	BASIC FINSHR MODUL	25000	20%	20%
BFMPLUS1	BASIC FIN MOD PLUS	25000	20%	20%
BFMPLUS2	BASIC FIN MOD PLUS	25000	20%	20%
CVR-HIGH	TOP COVER HIGH	0	0%	0%
CVR-LOW	TOP COVER LOW KIT	0	0%	0%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
FEED	FEED MODULE-4 TRAY	20000	25%	25%
FEED-DPS	2ND FEED MOD 4-TRY	20000	25%	25%
FEEDSCN	FEED MOD SCANNER	40000	13%	13%
FKX	HIGH CAP OPT DOLLY	995	0%	0%
FORNDEV	FOREIGN INTERFACE	175	0%	0%
FTMS	FINISHING TRANSPRT	20000	28%	28%
FTMS2	2ND FIN TRANSPORT	20000	28%	28%
HARDDRPS2	INT 2ND HARD DRIVE	3000	0%	0%
HOLE2-4	2-4 HOLE PUNCH	0	0%	0%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%
INSERTLF1	LG FMT INS MOD 2TR	20000	25%	25%
INSERTM2	INSERTION MOD-4TRY	20000	25%	25%
IPDSM2SW	IPDS SOFTWARE LIC	20000	0%	0%
IPDSMX	IPDS S/W LIC & DOC	20000	0%	0%
IQPACK	IMAGE QUALITY PACK	5000	60%	60%
LCDSM2SW	LCDS SOFTWARE LIC	20000	0%	0%
LFFM2	LRG FORMAT 2 TRAY	20000	0%	0%
LFFMDPS2	2ND LF FEED MOD 2T	20000	0%	0%
MFFPRO	PRO MULTIFUNCT FIN	15000	33%	33%
MFFPROHP	MFF W/HOLE PUNCH	18000	28%	28%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
ONLINE	ONLINE 1/X86 CTRL	11100	10%	10%
OVERWRITE	DISK OVERWRITE	0	0%	0%

PRODPK	PRODUCTIVITY PACK	10000	50%	50%
PSM2SW	POSTSCRIPT&PPML SW	10000	0%	0%
TAPEBIND	XEROX TAPE BINDER	20000	31%	31%
TAPEBIND2	2ND TAPE BINDER	20000	31%	31%
TAPE-NV	OFF-LINE TAPE OPT	2000	0%	0%
TBLIFTKIT	TAPE BIND LIFT KIT	450	0%	0%
UHH	DISABLE PRINTERACT	0	0%	0%
UPS-KIT	UPS ENABLEMENT KIT	500	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XAU	CART FOR DS3500	995	0%	0%
XPLUSDAY2	DAY2 PRODUCTIVITY+	0	0%	0%
XPLUSTOOL	PRODUCTIVITY PLUS	280	0%	0%
XSISED3E	RHD EXTRA DRIVE	1500	0%	0%
XSISRH3E	RHD INSTALL KIT	3000	0%	0%

HLC128	DT128 HL COLOR PRT	193000	27%	27%
HLCP128	DT HLC 128 PUBLISH	193000	27%	27%
128-155UP	UPGRADE LICENSE	75000	20%	20%
128-180UP	UPGRADE LICENSE	150000	13%	13%
128P155UP	128 UPGRADE TO 155	75000	20%	20%
128P180UP	128 UPGRADE TO 180	150000	13%	13%
3VW	MIDDLE MODULE	24995	7%	7%
ADDBLUE	BLUE STARTER KIT	5000	0%	0%
ADDCARD	CARD STARTER KIT	5000	0%	0%
ADDCUST	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST1	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST2	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST3	CUSTOM STARTER KIT	5000	0%	0%
ADDCYAN	CYAN STARTER KIT	5000	0%	0%
ADDGREEN	GREEN STARTER KIT	5000	0%	0%
ADDMAG	MAGENTA STARTER	5000	0%	0%
ADDRED	RED STARTER KIT	5000	0%	0%

ADDROYAL	ROYAL STARTER KIT	5000	0%	0%
ADDVIOLET	VIOLET STARTER KIT	5000	0%	0%
ADDYELLOW	YELLOW STARTER KIT	5000	0%	0%
CCUCART	FIRST CCU CART	2500	0%	0%
D5L	BYPASS TRANSPORT	15000	10%	10%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
FDSTIPDS	FEED/STACK W/IPDS	60000	13%	13%
FDSTLCDS	FEED/STACK W/LCDS	60000	13%	13%
FDSTPS	FEEDER/STACKER	40000	20%	20%
HLCBLUE1	BLUE STARTER KIT	0	0%	0%
HLCBYPAS	BYPASS TRANSPORT	35000	11%	11%
HLCCARD	CARD STARTER KIT	0	0%	0%
HLCCYAN	CYAN STARTER KIT	0	0%	0%
HLCFIN	FINISHER	25000	12%	12%
HLCGREEN1	GREEN STARTER KIT	0	0%	0%
HLCINT2	TWO TRAY INTERPOSR	22500	24%	24%
HLCINT3	3 TRAY INTERPOSER	22500	24%	24%
HLCMAG	MAGENTA STARTER	0	0%	0%
HLCNOINT	SMALL FOOTPRINT	22500	24%	24%
HLCRED1	RED STARTER KIT	0	0%	0%
HLCROYAL	ROYAL STARTER KIT	0	0%	0%
HLCSW1	OS LICENSE	45000	0%	0%
HLCVIOLET	VIOLET STARTER KIT	0	0%	0%
HLCYELLOW	YELLOW STARTER KIT	0	0%	0%
INIKIT	GATD PAGE SYNC INI	0	0%	0%
IPDSSW1	IPDS S/W LICENSE	20000	0%	0%
LCDSSW1	LCDS SW LIC & DOC	20000	0%	0%
MAINTCART	PRT QLTY MAIN CART	350	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
RTH	ADDL CCU CART	2500	0%	0%
TAPE-CL	TAPE CLIENT LICNSE	2600	10%	10%

VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XSISIPDS	XSIS SGL F/S IPDS	60000	13%	13%
XSISLCDS	XSIS SGL F/S LCDS	60000	13%	13%
XSISPS	XSIS SGL F/S PS	40000	20%	20%

HLC155	DT155 HL COLOR PRT	273000	28%	28%
HLCP155	DT HLC 155 PUBLISH	273000	32%	32%
155-180UP	UPGRADE LICENSE	70000	14%	14%
155P180UP	155 UPGRADE TO 180	70000	14%	14%
3VW	MIDDLE MODULE	24995	7%	7%
ADDBLUE	BLUE STARTER KIT	5000	0%	0%
ADDCARD	CARD STARTER KIT	5000	0%	0%
ADDCUST	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST1	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST2	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST3	CUSTOM STARTER KIT	5000	0%	0%
ADDCYAN	CYAN STARTER KIT	5000	0%	0%
ADDGREEN	GREEN STARTER KIT	5000	0%	0%
ADDMAG	MAGENTA STARTER	5000	0%	0%
ADDRED	RED STARTER KIT	5000	0%	0%
ADDROYAL	ROYAL STARTER KIT	5000	0%	0%
ADDVIOLET	VIOLET STARTER KIT	5000	0%	0%
ADDYELLOW	YELLOW STARTER KIT	5000	0%	0%
CCUCART	FIRST CCU CART	2500	0%	0%
D5L	BYPASS TRANSPORT	15000	10%	10%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
FDSTIPDS	FEED/STACK W/IPDS	60000	13%	13%
FDSTLCDS	FEED/STACK W/LCDS	60000	13%	13%
FDSTPS	FEEDER/STACKER	40000	20%	20%
HLCBLUE1	BLUE STARTER KIT	0	0%	0%
HLCBYPAS	BYPASS TRANSPORT	35000	11%	11%
HLCCARD	CARD STARTER KIT	0	0%	0%

HLCCYAN	CYAN STARTER KIT	0	0%	0%
HLCFIN	FINISHER	25000	12%	12%
HLCGREEN1	GREEN STARTER KIT	0	0%	0%
HLCINT2	TWO TRAY INTERPOSR	22500	24%	24%
HLCINT3	3 TRAY INTERPOSER	22500	24%	24%
HLCMAG	MAGENTA STARTER	0	0%	0%
HLCNOINT	SMALL FOOTPRINT	22500	24%	24%
HLCRED1	RED STARTER KIT	0	0%	0%
HLCROYAL	ROYAL STARTER KIT	0	0%	0%
HLCRW2	OS LICENSE	60000	0%	0%
HLCVIOLET	VIOLET STARTER KIT	0	0%	0%
HLCYELLOW	YELLOW STARTER KIT	0	0%	0%
INIKIT	GATD PAGE SYNC INI	0	0%	0%
IPDSSW1	IPDS S/W LICENSE	20000	0%	0%
LCDSSW1	LCDS SW LIC & DOC	20000	0%	0%
MAINTCART	PRT QLTY MAIN CART	350	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
RTH	ADDL CCU CART	2500	0%	0%
TAPE-CL	TAPE CLIENT LICNSE	2600	10%	10%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XSISIPDS	XSIS SGL F/S IPDS	60000	13%	13%
XSISLCDS	XSIS SGL F/S LCDS	60000	13%	13%
XSISPS	XSIS SGL F/S PS	40000	20%	20%

HLC180	DT180 HL COLOR PRT	330000	21%	21%
HLCP180	DT HLC 180 PUBLISH	330000	28%	28%
3VW	MIDDLE MODULE	24995	7%	7%
ADDBLUE	BLUE STARTER KIT	5000	0%	0%
ADDCARD	CARD STARTER KIT	5000	0%	0%
ADDCUST	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST1	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST2	CUSTOM STARTER KIT	5000	0%	0%

ADDCUST3	CUSTOM STARTER KIT	5000	0%	0%
ADDCYAN	CYAN STARTER KIT	5000	0%	0%
ADDGREEN	GREEN STARTER KIT	5000	0%	0%
ADDMAG	MAGENTA STARTER	5000	0%	0%
ADDRED	RED STARTER KIT	5000	0%	0%
ADDROYAL	ROYAL STARTER KIT	5000	0%	0%
ADDVIOLET	VIOLET STARTER KIT	5000	0%	0%
ADDYELLOW	YELLOW STARTER KIT	5000	0%	0%
CCUCART	FIRST CCU CART	2500	0%	0%
D5L	BYPASS TRANSPORT	15000	10%	10%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
FDSTIPDS	FEED/STACK W/IPDS	60000	13%	13%
FDSTLCDS	FEED/STACK W/LCDS	60000	13%	13%
FDSTPS	FEEDER/STACKER	40000	20%	20%
HLCBLUE1	BLUE STARTER KIT	0	0%	0%
HLCBYPAS	BYPASS TRANSPORT	35000	11%	11%
HLCCARD	CARD STARTER KIT	0	0%	0%
HLCCYAN	CYAN STARTER KIT	0	0%	0%
HLCFIN	FINISHER	25000	12%	12%
HLCGREEN1	GREEN STARTER KIT	0	0%	0%
HLCINT2	TWO TRAY INTERPOSR	22500	24%	24%
HLCINT3	3 TRAY INTERPOSER	22500	24%	24%
HLCMAG	MAGENTA STARTER	0	0%	0%
HLCNOINT	SMALL FOOTPRINT	22500	24%	24%
HLCRED1	RED STARTER KIT	0	0%	0%
HLCROYAL	ROYAL STARTER KIT	0	0%	0%
HLCSW2	OS LICENSE	60000	0%	0%
HLCVIOLET	VIOLET STARTER KIT	0	0%	0%
HLCYELLOW	YELLOW STARTER KIT	0	0%	0%
INIKIT	GATD PAGE SYNC INI	0	0%	0%
IPDSSW1	IPDS S/W LICENSE	20000	0%	0%

LCDSSW1	LCDS SW LIC & DOC	20000	0%	0%
MAINTCART	PRT QLTY MAIN CART	350	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
RTH	ADDL CCU CART	2500	0%	0%
TAPE-CL	TAPE CLIENT LICNSE	2600	10%	10%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XSISIPDS	XSIS SGL F/S IPDS	60000	13%	13%
XSISLCDS	XSIS SGL F/S LCDS	60000	13%	13%
XSISPS	XSIS SGL F/S PS	40000	20%	20%

HLCCTL9	DOCUSP CONTROLLER	42000	18%	18%
HLCCTLP9	DOCUSP CONTROLLER	42000	18%	18%
MPC	SE-DIFF SCSI BOX	750	0%	0%
BPM	FFPS STAND	1250	0%	0%
CABLEKIT1	VHDCI/HD68 SCSI CBL	350	0%	0%
CUPKIT2	ONLINE MODULE/CUP	11100	10%	10%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%
OVERWRITE	DISK OVERWRITE	0	0%	0%
SCSI-10	SCSI CK 10 MTR	275	4%	4%
SCSI-20	SCSI CK 20 MTR	365	3%	3%
SCSI-5	SCSI CK 5 MTR	225	3%	3%
SCSICARD	SE/LVD SCSI CRD KT	550	0%	0%
INLSTPLR	IN-LINE STAPLER	32000	13%	13%

CF495DUP	CF495 PRINTER	425000	36%	36%
CFCHNLA	IBM CHANNEL KIT	1800	0%	0%
CFCOPER	COPPER GB LINK	1700	0%	0%
CTB	PLB EXPANSION KIT	900	0%	0%

DP525DUP1	DOCUPRNT 525/1050	450000	24%	24%
3RDLN1050	FLEX DUPLEX B-UP	16500	9%	9%
525DPXPUP	NONROHS DOCSP STAM	2300	0%	0%

525PERFUP	NON-ROHS PER UPGRD	19000	0%	0%
525XPUP	NONDOCSP STAMPA UP	1500	0%	0%
90D-TURN	90 DEGREE TURNBAR	15500	10%	10%
90DTURN1	90 DEGREE TURNBAR	15500	10%	10%
CF525STK	DP525/1050 STACKER	25000	20%	20%
CHNLOPT1	CHANNEL OPT A KIT	1100	0%	0%
CHNLOPTB	CHANNEL OPT B KIT	1800	0%	0%
COPLINK1	COP GIG LINK A KIT	1700	0%	0%
CTB	PLB EXPANSION KIT	900	0%	0%
GCX	STARTER KIT	1150	0%	0%
INLTURN1	INLINE TURNBAR KIT	20000	10%	10%
LFA	SING DEV CART	6000	0%	0%
PAR-TURN	PARALLEL Z TURNBAR	26500	9%	9%
PARTURN1	"Z" TURNBAR KIT	26500	9%	9%
R525MXDN	525MICR TO NONMICR	60000	8%	8%
R525MXUP	DP525 MICR CONV	60000	8%	8%

CF650DUP	CF650 PRINTER	495000	30%	30%
3RDLN650	DUPLX 60HZ CONNECT	18500	9%	9%
651DUPEXT	CF651 DPLX EXT KIT	2000	0%	0%
90DTURN2	90 DEG TURNBAR KIT	15500	10%	10%
CCF651A	CCF651 ENBLE KIT A	150000	13%	13%
CHNLOPT1	CHANNEL OPT A KIT	1100	0%	0%
CHNLOPTB1	IBM CH B CONN KIT	1800	0%	0%
COPLINK1	COP GIG LINK A KIT	1700	0%	0%
CTB	PLB EXPANSION KIT	900	0%	0%
HWP-90D	HEAVY PPR KT-90DEG	1000	0%	0%
HWP-INL	HEAVY PPR KT-INLNE	5000	0%	0%
HWP-PAR	HEAVY PPR KT-PARAL	2000	0%	0%
INLTURN2	INLINE TURNBAR KIT	20000	10%	10%
LNGINLTRN	LNG PPR&TURNBR-INL	25000	8%	8%
LNGPAR90D	LNG PPR PAR&90DEGR	5000	0%	0%

PARTURN2	PAR Z TURNBAR KIT	26500	9%	9%
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CFCNTRLD	CF DOCUSP ES5200	62000	60%	60%
495DSPHW	CFF 495 HW UPGRADE	2500	60%	60%
CFADP2	ADP ONLY KIT	31300	4%	4%
CF-FFPS	S/W AND LICENSES	20000	0%	0%
DSK-OVVRT	DISK OVERWRITE LIC	995	0%	0%
KDC	350-425-500 H/W UP	0	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%

COLOR

D252	DOCUCOLOR 252	34700	43%	43%
D252X	D252 EXTERNAL DFE	34700	43%	43%
D250OCT	OFFSET CATCH TRAY	300	0%	0%
D250STPLR	CONVENIENCE STAPLR	299	0%	0%
D260ADVFN	ADVANCED FINISHER	2995	27%	27%
D260OHCF	OVERSIZE HICAP FDR	5995	0%	0%
D260PROFN	PRO FINISHER	4995	24%	24%
DCQPSIGN	QUICK PRINT SIGN	300	0%	0%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%
LTPRODFIN	LIGHT PROD FINISHR	11800	33%	33%
LTPROFOLD	LPF FOLDER OPTION	5700	28%	28%
MPLATCFIN	MOBILITY PLT/C FIN	0	0%	0%
MPLATEIOT	MOBILITY PLATE	0	0%	0%
MPLATHCF	MOBILITY PLATE/HCF	0	0%	0%
MPLATLPF	MOBILITY PLATE/LPF	0	0%	0%
MPLATOHCF	OHCF MOBILTY PLATE	0	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
VKK	HIGH CAPACITY FEED	2000	0%	0%

CX252	CREO SVR 242/252	20000	33%	33%
D252EFI	D252/242 BUST CTR	6995	0%	0%
D252FFPS	FFPS DCOLR 242/252	25000	31%	31%
EX252	D242/252 EX PRT SV	25000	31%	31%
BEX	HD SECURITY OPTION	995	0%	0%
CDLXSCAN	PROSCAN TO DKTOPSW	4195	25%	25%
COMPOSE	COMPOSE 2.1	4000	0%	0%
CSTDSCAN	SE SCAN TO DKTOPSW	1195	25%	25%
D252FOLDR	252 EFI HOT FLDR/V	995	0%	0%
D260PHOTO	FREEFLW PHOTO AUTO	500	0%	0%
D260USB	USB PRINT CABLE KT	49	0%	0%
DFFPSIPDS	IPDS-252/260 FFPS	10000	0%	0%
DSPDSKOV	DISK OVERWRITE LIC	995	0%	0%
DTP32	XRITE S2 DENSITOMR	2100	0%	0%
DXPSTND	STAND	1250	0%	0%
FAY	512MB MEMORY	850	0%	0%
FTA	CREO CONTL STATION	4000	0%	0%
FTB	CREO PROF/SW UPGR	10000	15%	15%
GAKIT260	GA PREMIUM KIT ED	6200	0%	0%
GKB	FACI FURNITURE	4000	0%	0%
IMPOSEFI2	EFI IMPOSE 2.7	2550	0%	0%
PROFILE2	EFI PROFILER 2.0	2200	0%	0%
SCN2PRO25	SCAN-PC DTOP PRO25	4399	25%	25%
SCN2SE25	SCAN-PC DTOP SE-25	1195	29%	29%
SECERASE	SECURE ERASE	995	0%	0%
SPLRPXI	SPLSH RPXI 240/250	16000	25%	25%
SPLRPXII	SPLASH RPXII-EFI	16000	25%	25%
XSISED5D	RHD EXTRA DRIVE	1900	0%	0%
XSISRH5D	RHD INSTALL KIT	6000	0%	0%

D260	DOCUCOLOR 260	39200	41%	41%
D260X	D260 EXTERNAL DFE	39200	41%	41%

D250OCT	OFFSET CATCH TRAY	300	0%	0%
D250STPLR	CONVENIENCE STAPLR	299	0%	0%
D260ADVFN	ADVANCED FINISHER	2995	27%	27%
D260OHCF	OVERSIZE HICAP FDR	5995	0%	0%
D260PROFN	PRO FINISHER	4995	24%	24%
DCQPSIGN	QUICK PRINT SIGN	300	0%	0%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%
LTPRODFIN	LIGHT PROD FINISHR	11800	33%	33%
LTPROFOLD	LPF FOLDER OPTION	5700	28%	28%
MPLATCFIN	MOBILITY PLT/C FIN	0	0%	0%
MPLATEIOT	MOBILITY PLATE	0	0%	0%
MPLATHCF	MOBILITY PLATE/HCF	0	0%	0%
MPLATLPF	MOBILITY PLATE/LPF	0	0%	0%
MPLATOHCF	OHCF MOBILTY PLATE	0	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
VKK	HIGH CAPACITY FEED	2000	0%	0%

CX260	CREO SERVER/260	20000	33%	33%
D260EFI	260EFI BUSTLED CTR	7990	0%	0%
D260FFPS	FFPS DCOLOR 260	25000	31%	31%
EX260	D260 EX PRINT SRVR	25000	31%	31%
BEX	HD SECURITY OPTION	995	0%	0%
CDLXSCAN	PROSCAN TO DKTOPSW	4195	25%	25%
COMPOSE	COMPOSE 2.1	4000	0%	0%
CSTDSCAN	SE SCAN TO DKTOPSW	1195	25%	25%
D260PHOTO	FREEFLW PHOTO AUTO	500	0%	0%
D260STAND	STAND	1250	0%	0%
D260USB	USB PRINT CABLE KT	49	0%	0%
DFFPSIPDS	IPDS-252/260 FFPS	10000	0%	0%
DSPDSKOV	DISK OVERWRITE LIC	995	0%	0%
DTP32	XRITE S2 DENSITOMR	2100	0%	0%

FAY	512MB MEMORY	850	0%	0%
FTA	CREO CONTL STATION	4000	0%	0%
FTB	CREO PROF/SW UPGR	10000	15%	15%
GAKIT260	GA PREMIUM KIT ED	6200	0%	0%
GKB	FACI FURNITURE	4000	0%	0%
IMPOSEFI2	EFI IMPOSE 2.7	2550	0%	0%
PROFILE2	EFI PROFILER 2.0	2200	0%	0%
SCN2PRO25	SCAN-PC DTOP PRO25	4399	25%	25%
SCN2SE25	SCAN-PC DTOP SE-25	1195	29%	29%
SECERASE	SECURE ERASE	995	0%	0%
SPLRPXII	SPLASH RPXII-EFI	16000	25%	25%
XSISED5D	RHD EXTRA DRIVE	1900	0%	0%
XSISRH5D	RHD INSTALL KIT	6000	0%	0%

X700	XRX 700 DIG PRESS	59900	47%	47%
X700X	XRX 700 DIG PRESS	59900	47%	47%
X70CX	X700 CREO CX	25000	27%	27%
X70EFI	BUSTLED EFI	8990	0%	0%
X70EX2	X700 EX PRINT SRVR	25000	27%	27%
X70FFSPRO	X700 FREEFLOW SVR	29000	23%	23%
BEX	HD SECURITY OPTION	995	0%	0%
COMPOSE	COMPOSE 2.1	4000	0%	0%
CX70STAND	CREO STAND	1250	0%	0%
D250STPLR	CONVENIENCE STAPLR	299	0%	0%
D260STAND	STAND	1250	0%	0%
D260USB	USB PRINT CABLE KT	49	0%	0%
DCQPSIGN	QUICK PRINT SIGN	300	0%	0%
DSPDSKOV	DISK OVERWRITE LIC	995	0%	0%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%
GBCENABLE	ENABLEMENT KIT	0	0%	0%
GKB	FACI FURNITURE	4000	0%	0%
HCSUIKIT	FIXED ANGLE KIT	0	0%	0%

IMPOSEFI2	EFI IMPOSE 2.7	2550	0%	0%
MPLATCFIN	MOBILITY PLT/C FIN	0	0%	0%
MPLATHCF	MOBILITY PLATE/HCF	0	0%	0%
MPLATLPF	MOBILITY PLATE/LPF	0	0%	0%
MPLATOHCF	OHCF MOBILTY PLATE	0	0%	0%
MPLATSQF	MOBILITY PLATE	0	0%	0%
MPLTHCS	MOBILTY PLATE HCS	0	0%	0%
MPLTINT	MOBILTY PLT INTER	0	0%	0%
MPLTIOT	MOBILTY PLATE IOT	0	0%	0%
MUA	D3 C/Z FOLDER	5700	28%	28%
NBB	CX ADV CLR TOOL PK	2500	0%	0%
NBR	CX ADV PRODUCT PKG	7500	0%	0%
NBV	DOLLY	995	0%	0%
NMX	512MB MEMORY OPT	850	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
PROFILE2	EFI PROFILER 2.0	2200	0%	0%
SCN2PRO25	SCAN-PC DTOP PRO25	4399	25%	25%
SCN2SE25	SCAN-PC DTOP SE-25	1195	29%	29%
SECERASE	SECURE ERASE	995	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
VKK	HIGH CAPACITY FEED	2000	0%	0%
X7002OHCF	2TRAY OV HI CAP FD	9995	15%	15%
X700HCS	HIGH CAP STACKER	13000	10%	10%
X700HCS2	X700 HIGH CAP STKR	13000	10%	10%
X700INT	INTERFACE MODULE	2000	0%	0%
X700INT2	X700 INTERFACE MOD	2000	0%	0%
X700OCT	OFFSET CATCH TRAY	300	0%	0%
X700OHCF	OVRSZ HI CAP FEED	5995	17%	17%
X700PHOTO	X700FFPS PHOTOAUTO	500	0%	0%
X70ADVFIN	ADVANCED FINISHER	2995	27%	27%
X70CBOOK	C BOOKLET MAKER	11800	33%	33%
X70FFIPDS	IPDS	10000	0%	0%
X70GAPREM	GA PREMIUM EDITION	6200	0%	0%

X70GBC	X700 GBC PUNCH	12400	31%	31%
X70LPCBK	LIGHT PRD C BKL	11800	33%	33%
X70LPCBK2	LT PRD C BOOKMAKER	15000	30%	30%
X70LPCFIN	LT PRD C FINISHER	6550	24%	24%
X70LPCFN2	X700 LT PRD C FIN	6550	24%	24%
X70PROFIN	PROF FINISHER	4995	24%	24%
X70SQFOLD	X700 SQ FLD TRIMMR	15000	30%	30%
X70SQRENB	X70 SQ FOLD TRIM	0	0%	0%
X7SPLASH	SPLASH SRVR S/W	16000	25%	25%
XSISDLI2	XSIS DEV LINK INTG	2000	0%	0%
XSISED5D	RHD EXTRA DRIVE	1900	0%	0%
XSISRH5D	RHD INSTALL KIT	6000	0%	0%

CXP50	CREO SERVER	45000	27%	27%
DC5000AP	DC5000AP	99000	14%	14%
DC5KFFPS	DC5000AP FRFLW SVR	45000	22%	22%
EX5000AP	DC5000AP EFI SRVR	45000	27%	27%
1GBMEM	1GB MEMORY	1550	0%	0%
ABU	HIGH CAP STACKER	15500	15%	15%
ABV	COMMON STACK STPLR	12500	20%	20%
BEX	HD SECURITY OPTION	995	0%	0%
COMPOSE1	COMPOSE	4000	0%	0%
CXPPROKIT	CXP50 PROFESSNL KT	10000	20%	20%
CXPSTND	CXP-6000 STAND	1250	0%	0%
DC5APIPDS	IPDS FOR DC5000AP	20000	0%	0%
DC5KSFM	SECOND FEEDER MOD	10000	0%	0%
DC8KPHOTO	FREEFLW PHOTO AUTO	500	0%	0%
DC8KSTND	DOCUSP STAND	1250	0%	0%
DCFIU	FINISH INTERFACE	0	0%	0%
DCOLFIKIT	DC5000 FI DEVICE	495	0%	0%
DCQPSIGN	QUICK PRINT SIGN	300	0%	0%
DSK-OVRRRT	DISK OVERWRITE LIC	995	0%	0%

EXGAKIT	GRAPHIC ARTS UPGRD	6200	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
PROFILER	EFI COLOR PROFILER	2200	0%	0%
PXL	REMOTE DISCONNECT	0	0%	0%
SPRPXII50	SPLASH RPXII	16000	25%	25%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XSISED7C	RHD EXTRA DRIVE	1900	0%	0%
XSISRH7C	RHD INSTALL KIT	6000	0%	0%

CX8002LG	CREO COLOR SRVR	75000	20%	20%
DC7002LG	DOCUCOLOR 7002LG	170000	40%	40%
DC8002LG	DOCUCOLOR 8002LG	225000	39%	39%
DC8K2FFPS	FREEFLW COLOR SVR	75000	20%	20%
EX8002LG	EFI COLOR SERVER	75000	20%	20%
1DC8KCSP	DC8000 CS PLATFORM	0	0%	0%
ABU	HIGH CAP STACKER	15500	15%	15%
ABV	COMMON STACK STPLR	12500	20%	20%
DC82PHOTO	PHOTO AUTOMTN TOOL	500	0%	0%
DC8KBIND	GRADCO TAPE BIND	20000	31%	31%
DC8KFIKIT	FOREIGN INTERFACE	495	0%	0%
DC8KSFM2	DC8000 2ND FEEDER	10000	0%	0%
DC8KSTND	DOCUSP STAND	1250	0%	0%
DC8LGIPDS	IPDS-DC7002/DC8002	20000	0%	0%
DCFIU	FINISH INTERFACE	0	0%	0%
DCQPSIGN	QUICK PRINT SIGN	300	0%	0%
DSPDSKOVVR	DOCUSP DISK OVRWRT	995	0%	0%
HWA	REMOVABLE HARD DRV	3000	0%	0%
MFY	ADD'L 80GB HRD DRV	3000	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XSISDLI1	XSYS DEV LINK INTG	4000	0%	0%
XSISED7D	RHD EXTRA DRIVE	1500	0%	0%

XSISRH7D	RHD INSTALL KIT	3000	0%	0%
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XC800	XEROX COLOR 800	275000	36%	36%
DCQPSIGN	QUICK PRINT SIGN	300	0%	0%
NBV	DOLLY	995	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XC10BOOK	BOOKLET MAKER FNSH	11800	33%	33%
XC10BOOK2	BOOKLT MAKR FINSHR	11800	33%	33%
XC10FIKIT	FOREIGN INTERFACE	150	0%	0%
XC10FIN	STD FINISHER	6550	24%	24%
XC10FIN2	STD FINISHER	6550	24%	24%
XC10GBC	GBC PUNCH	12400	31%	31%
XC10HCS	HIGH CAP STACKER	13000	10%	10%
XC10HCS2	HIGH CAP STACKER	13000	10%	10%
XC10INTER	INTERFACE MODULE	2000	0%	0%
XC10OCT	OCT	300	0%	0%
XC10OHC	2TRAY OVRSIZE HIGH	9995	15%	15%
XCCLEAR	CLEAR HOUSING KIT	20000	25%	25%
XCCZFOLD	C/Z FOLDR FOR STD	5700	28%	28%
XCSQFOLD	SQUARE FOLD TRIMMR	15000	30%	30%
XPL	REMOTE SVC DISCONN	0	0%	0%

EX1000	FIERY PRINT SERVER	75000	13%	13%
FFPS1000	FREEFLW PRINT SVR	75000	13%	13%
XC1000	XEROX COLOR 1000	320000	31%	31%
BPM	FFPS STAND	1250	0%	0%
DCQPSIGN	QUICK PRINT SIGN	300	0%	0%
EX1000RHD	REMOVBLE HARD DRV	3000	0%	0%
EXCLEAR	XC CLEAR OPTION	10000	50%	50%
EXSEEQNC	SEQUENCE SUITE	4000	0%	0%
FFPSCLEAR	FFPS CLEAR OPTION	10000	50%	50%

FFPSIPDS	FFPS IPDS	20000	0%	0%
NBV	DOLLY	995	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XC10BOOK	BOOKLET MAKER FNSH	11800	33%	33%
XC10BOOK2	BOOKLT MAKR FINSHR	11800	33%	33%
XC10FIKIT	FOREIGN INTERFACE	150	0%	0%
XC10FIN	STD FINISHER	6550	24%	24%
XC10FIN2	STD FINISHER	6550	24%	24%
XC10GBC	GBC PUNCH	12400	31%	31%
XC10HCS	HIGH CAP STACKER	13000	10%	10%
XC10HCS2	HIGH CAP STACKER	13000	10%	10%
XC10INTER	INTERFACE MODULE	2000	0%	0%
XC10OCT	OCT	300	0%	0%
XC10OHCF	2TRAY OVRSIZE HIGH	9995	15%	15%
XCCLEAR	CLEAR HOUSING KIT	20000	25%	25%
XCCZFOLD	C/Z FOLDR FOR STD	5700	28%	28%
XCPHOTO	FFPS PHOTO AUTO	500	0%	0%
XCSQFOLD	SQUARE FOLD TRIMMR	15000	30%	30%
XKA	SWAPPABLE HARD DRV	3000	0%	0%
XPL	REMOTE SVC DISCONN	0	0%	0%

IG220FFPS	FFPS SVR FOR IGEN4	75000	0%	0%
IG4220	IGEN4 220 PERF PRS	517000	11%	11%
IG4CREO	IGEN4 CREO SPIRE	85000	0%	0%
IG4EFI	IGEN4 EFI PRNT SVR	85000	0%	0%
IG4FFPS	IGEN4 FF PRT SRVR	75000	0%	0%
IGEN4P	IGEN4 110PPM PRESS	546000	10%	10%
IGEN4P90	IGEN4 90PPM DIG PR	455000	18%	18%
IGEN4PF	IGEN4 110PPM 1 FDR	517000	11%	11%
220DSKOV	DISK OVERWRITE	995	0%	0%
DSPDSKOV	DOCUSP DISK OVRWRT	995	0%	0%

IG3STCART	DC IGEN3 STKR CART	995	0%	0%
IG4FDRB	IGEN4 FEEDR W/BYPS	35000	14%	14%
IG4FDRB2	IGEN4 FEEDR W/BYPS	35000	14%	14%
IG4FIN	IGEN4 FINISH KIT	10000	0%	0%
IG4HCSR	IGEN4 STACKER	35000	9%	9%
IG4HCSR2	IGEN4 STACKER	35000	9%	9%
IG4HCSR3	IGEN4 STACKER	35000	9%	9%
IG4INSRT	IGEN4 INSRTR W/BYP	35000	14%	14%
IG4IPDS	IPDS	20000	0%	0%
IG4MSFDI	IGEN4 MSFDI KIT	10000	0%	0%
IG4PHOTO	IG4 PHOTO AUT TOOL	500	0%	0%
IG4PMO	LG SHT PRODUCT LIC	10000	0%	0%
IG4XPPKIT	IGEN4 XPP TOOL KIT	2500	0%	0%
IGXLCKIT	IGEN XLRG COLR KIT	40000	55%	55%
NNA	ATA INSTALL KIT	7700	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
VBM	IGEN XLRG FEED KIT	2000	0%	0%
VBN	IGEN XL STAKR TOP	2000	0%	0%
VBP	IGEN XL STAKR SIDE	4000	0%	0%
VBR	IGEN STACKER CART	995	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
WNG	MULTIPITCH LICENSE	20000	0%	0%
XSIDLI1	XSIS DEV LINK INTG	4000	0%	0%

CCF490	CF490 COLOR PRNTR	1780000	14%	14%
8GBMEMUP	8GB CONTR MEM UPG	5000	0%	0%
CCF651B	CCF651 ENBLE KIT B	35000	14%	14%
DUPENABL	CCF DUPLEX CABLE	0	0%	0%
DUPPAP	CCF INITIAL KIT	0	0%	0%
HNK90D	HUNKLR 90DG TBR KT	20000	10%	10%
HNKLINE	HUNKLR INLN TBR KT	20000	10%	10%

LSR90D	LSRMAX 90DG TBR KT	20000	0%	0%
LSRLINE	LSRMAX INLN TBR KT	20000	0%	0%
VIGROUPC	FFVI INTRPRETER SW	10000	50%	50%

Maintenance
for B/W
equipment

Note - Maintenance includes
supplies (excluding staples/paper)
Pricing is based on the current GSA
one year plans; Escalations for
annual increases or for creation of
fixed multi year plans will follow the
GSA price schedule.

Base Monthly
Maintenance and
Click Rate

CURRENT GSA
DISCOUNT
(Percentage
Amount)

VITA DISCOUNT
(Percentage Amount,
should be equal to or
greater than GSA
Discount)

4595C	4595 COPIER	\$200 \$.0059	0%	0%
P4595C	4595 COPIER	\$200 \$.0059	0%	0%
4595CP	4595 COPIER/PRNTR	\$200 \$.0059	0%	0%
P4595CP	4595 COPIER/PRNTR	\$200 \$.0059	0%	0%
NWT	FREEFLOW VI SW&LIC	\$ 40.00	0%	0%
OVRSZHCF	OVERSIZED HCF	\$ 60.00	0%	0%
VIGROUPA	FF VI INTERPRETER	\$ 60.00	0%	0%
DFFSVR	FREEFLOW 4595 SRVR	\$ 100.00	0%	0%
PDFFSVR	FREEFLOW 4595 SRVR	\$ 100.00	0%	0%
IPDSW-7	IPDS S/W LICENSE	125	0%	0%
LCDSSW	LCDS SW LICENSE	125	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPA	FF VI INTERPRETER	60	0%	0%
XSISED4D	EPCRHD DRIVE SET	30	0%	0%
XSISRH4D	EPCRHD INSTALL KIT	60	0%	0%
4112CP	4112 COPIER/PRTR	\$200 \$.0059	0%	0%
P4112CP	4112 COPIER/PRTR	\$200 \$.0059	0%	0%
ADVPUNCH	ADVANCED PUNCH	65	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR	50	0%	0%
OVRSZHCF	OVERSIZED HCF	60	0%	0%
SA-HID125	SECURE ACC W/HD125	11	0%	0%

SA-MAGSTR	SECURE ACC W/MAGST		10	0%	0%
SA-MIFARE	SECURE ACC W/MIFAR		11	0%	0%
4112EPS	4112 EPS	\$200	\$.0059	0%	0%
P4112EPS	4112 EPS	\$200	\$.0059	0%	0%
ADVPUNCH	ADVANCED PUNCH		65	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR		50	0%	0%
OVRSHCF	OVERSIZED HCF		60	0%	0%
ADVPUNCH	ADVANCED PUNCH		65	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR		50	0%	0%
OVRSHCF	OVERSIZED HCF		60	0%	0%
SA-HID125	SECURE ACC W/HD125		11	0%	0%
SA-MAGSTR	SECURE ACC W/MAGST		10	0%	0%
SA-MIFARE	SECURE ACC W/MIFAR		11	0%	0%
4127CP	4127 COPIER/PRNTR	\$200	\$.0059	0%	0%
P4127CP	4127 COPIER/PRTR	\$200	\$.0059	0%	0%
ADVPUNCH	ADVANCED PUNCH		65	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR		50	0%	0%
OVRSHCF	OVERSIZED HCF		60	0%	0%
SA-HID125	SECURE ACC W/HD125		11	0%	0%
SA-MAGSTR	SECURE ACC W/MAGST		10	0%	0%
SA-MIFARE	SECURE ACC W/MIFAR		11	0%	0%
4127EPS	4112 EPS	\$200	\$.0059	0%	0%
P4127EPS	4127 EPS	\$200	\$.0059	0%	0%
ADVPUNCH	ADVANCED PUNCH		65	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR		50	0%	0%
OVRSHCF	OVERSIZED HCF		60	0%	0%
EFICNTRL	EFI 4112-4127 CPSV	\$	50.00	0%	0%
PEFICNTRL	EFI 4112-4127 CPSV	\$	50.00	0%	0%
NWT	FREEFLOW VI SW&LIC		40	0%	0%
VIGROUPA	FF VI INTERPRETER		60	0%	0%
LPFFSVR	FREFLW 4112/27 SVR	\$	100.00	0%	0%

OFCFFSVR	FREFLW 4112/27 SVR	\$ 100.00	0%	0%
IPDSW-7	IPDS S/W LICENSE	125	0%	0%
LCDSSW	LCDS SW LICENSE	125	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPA	FF VI INTERPRETER	60	0%	0%
XSISED4D	EPCRHD DRIVE SET	30	0%	0%
XSISRH4D	EPCRHD INSTALL KIT	60	0%	0%
6115	PRINT MODULE	220 \$.0063	0%	0%
6135	PRINT MODULE	620 \$.0063	0%	0%
6155PM	PRINT MODULE	1100 \$.0067	0%	0%
6180PM	DT PRINT MODULE	1100 \$.0067	0%	0%
DT-CNTL9	61XX CONTROLLER	180	0%	0%
6135INT	2 TRAY INTERPOSER	105	0%	0%
6135INT-3	3 TRAY INTERPOSER	100	0%	0%
6180INT	2 TRAY INTRPOSR RQ	105	0%	0%
6180INT-3	3 TRAY INTERPOSER	100	0%	0%
DSTACK	HIGH CAP STACKER	100	0%	0%
DSTACK2	2ND HI CAP STACKER	100	0%	0%
DT115-135	SPEED UP 115-135PP	230	0%	0%
DTBYPAS1	BYPASS TRANSPORT	100	0%	0%
DTBYPAS3	BYPASS TRANSPORT	100	0%	0%
IPDSSW3	IPDS S/W LICENSE	200	0%	0%
LCDSSW1	LCDS SW LIC & DOC	125	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%
100DPS	NUVERA 100 EA	120 \$.0063	0%	0%
100DPSMX	NUVERA 100 MICR	120 \$.0065	0%	0%
100MFF	NUVERA 100EA W/SCN	197 \$.0089	0%	0%
120DPS	NUVERA 120 EA	170 \$.0063	0%	0%
120DPSMX	NUVERA 120 MICR	170 \$.0065	0%	0%
120MFF	NUVERA 120EA W/SCN	197 \$.0089	0%	0%

144DPS	NUVERA 144 EA	525 \$.0063	0%	0%
144DPSMX	NUVERA 144 MICR	525 \$.0065	0%	0%
P100MFF	NUVERA 100EA W/SCN	197 \$.0089	0%	0%
P120MFF	NUVERA 120EA W/SCN	197 \$.0089	0%	0%
100-144DP	100-144DPS UPGRADE	225	0%	0%
120-144DP	120-144DPS UPGRADE	225	0%	0%
BFDCDPS1	FIN MOD DIRECT CON	175	0%	0%
BFDLDPS1	DUAL FINSHR MODULE	350	0%	0%
BFMDPS1	BASIC FINSHR MODUL	175	0%	0%
BFMPLUS1	BASIC FIN MOD PLUS	175	0%	0%
BFMPLUS2	BASIC FIN MOD PLUS	175	0%	0%
DSTACK	HIGH CAP STACKER	100	0%	0%
DSTACK2	2ND HI CAP STACKER	100	0%	0%
FEED	FEED MODULE-4 TRAY	100	0%	0%
FEED-DPS	2ND FEED MOD 4-TRY	100	0%	0%
FEEDSCN	FEED MOD SCANNER	220	0%	0%
FTMS	FINISHING TRANSPRT	150	0%	0%
FTMS2	2ND FIN TRANSPORT	150	0%	0%
INSERTLF1	LG FMT INS MOD 2TR	100	0%	0%
INSERTM2	INSERTION MOD-4TRY	100	0%	0%
IPDSM2SW	IPDS SOFTWARE LIC	100	0%	0%
IPDSMX	IPDS S/W LIC & DOC	100	0%	0%
LCDSM2SW	LCDS SOFTWARE LIC	100	0%	0%
LFFM2	LRG FORMAT 2 TRAY	150	0%	0%
LFFMDPS2	2ND LF FEED MOD 2T	150	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
TAPEBIND	XEROX TAPE BINDER	200	0%	0%
TAPEBIND2	2ND TAPE BINDER	200	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%
XSISED3E	RHD EXTRA DRIVE	40	0%	0%
XSISRH3E	RHD INSTALL KIT	50	0%	0%

HLC128	DT128 HL COLOR PRT	620 \$.0062	0%	0%
HLCP128	DT HLC 128 PUBLISH	620 \$.0062	0%	0%
128-155UP	UPGRADE LICENSE	380	0%	0%
128-180UP	UPGRADE LICENSE	380	0%	0%
128P155UP	128 UPGRADE TO 155	380	0%	0%
128P180UP	128 UPGRADE TO 180	380	0%	0%
3VW	MIDDLE MODULE	200	0%	0%
D5L	BYPASS TRANSPORT	125	0%	0%
DSTACK	HIGH CAP STACKER	100	0%	0%
DSTACK2	2ND HI CAP STACKER	100	0%	0%
HLCBYPAS	BYPASS TRANSPORT	100	0%	0%
HLCINT2	TWO TRAY INTERPOSR	100	0%	0%
HLCINT3	3 TRAY INTERPOSER	100	0%	0%
IPDSSW1	IPDS S/W LICENSE	200	0%	0%
LCDSSW1	LCDS SW LIC & DOC	200	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%
HLC155	DT155 HL COLOR PRT	1020 \$.0062	0%	0%
HLCP155	DT HLC 155 PUBLISH	1020 \$.0062	0%	0%
3VW	MIDDLE MODULE	200	0%	0%
D5L	BYPASS TRANSPORT	125	0%	0%
DSTACK	HIGH CAP STACKER	100	0%	0%
DSTACK2	2ND HI CAP STACKER	100	0%	0%
HLCBYPAS	BYPASS TRANSPORT	100	0%	0%
HLCINT2	TWO TRAY INTERPOSR	100	0%	0%
HLCINT3	3 TRAY INTERPOSER	100	0%	0%
IPDSSW1	IPDS S/W LICENSE	200	0%	0%
LCDSSW1	LCDS SW LIC & DOC	125	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%
HLC180	DT180 HL COLOR PRT	1020 \$.0062	0%	0%

HLCP180	DT HLC 180 PUBLISH	1020 \$.0062	0%	0%
3VW	MIDDLE MODULE	200	0%	0%
D5L	BYPASS TRANSPORT	125	0%	0%
DSTACK	HIGH CAP STACKER	100	0%	0%
DSTACK2	2ND HI CAP STACKER	100	0%	0%
HLCBYPAS	BYPASS TRANSPORT	100	0%	0%
HLCINT2	TWO TRAY INTERPOSR	100	0%	0%
HLCINT3	3 TRAY INTERPOSER	100	0%	0%
IPDSSW1	IPDS S/W LICENSE	200	0%	0%
LCDSSW1	LCDS SW LIC & DOC	125	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%
HLCCTL9	DOCUSP CONTROLLER	\$ 180.00	0%	0%
HLCCTLP9	DOCUSP CONTROLLER	\$ 180.00	0%	0%
CF495DUP	CF495 PRINTER	3500 \$1.0058	0%	0%
DP525DUP1	DOCUPRNT 525/1050	1800 \$1.0031	0%	0%
CF650DUP	CF650 PRINTER	2200 \$1.0021	0%	0%
CFCNTRLD	CF DOCUSP ES5200	\$ 180.00	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%

Maintenance for Color equipment

Note - Maintenance includes supplies (excluding staples/paper) Pricing is based on the current GSA one year plans; Escalations for annual increases or for creation of fixed multi year plans will follow the GSA price schedule.

Base Monthly Maintenance B/W & Color Click Rates

CURRENT GSA DISCOUNT (Percentage Amount)

VITA DISCOUNT (Percentage Amount, should be equal to or greater than GSA Discount)

D252	DOCUCOLOR 252	100 \$.0129 \$.069	0%	0%
D252X	D252 EXTERNAL DFE	100 \$.0129 \$.069	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%

DFFPSIPDS	IPDS-252/260 FFPS		125	0%	0%
XSISED5D	RHD EXTRA DRIVE		30	0%	0%
XSISRH5D	RHD INSTALL KIT		60	0%	0%
CX252	CREO SERV 242/252	\$	-	0%	0%
D252EFI	D252/242 BUST CTR	\$	-	0%	0%
D252FFPS	FFPS DCOLR 242/252	\$	-	0%	0%
D260	DOCUCOLOR 260	100	\$.0129 \$.069	0%	0%
D260X	D260 EXTERNAL DFE	100	\$.0129 \$.069	0%	0%
NWT	FREEFLOW VI SW&LIC		40	0%	0%
VIGROUPB	FF VI INTERPRETER		90	0%	0%
CX260	CREO SERVER/260	\$	-	0%	0%
D260EFI	260EFI BUSTLED CTR	\$	-	0%	0%
D260FFPS	FFPS DCOLOR 260			0%	0%
DFFPSIPDS	IPDS-252/260 FFPS		125	0%	0%
XSISED5D	RHD EXTRA DRIVE		30	0%	0%
XSISRH5D	RHD INSTALL KIT		60	0%	0%
X700	XRX 700 DIG PRESS	200	\$.0129 \$.069	0%	0%
X700X	XRX 700 DIG PRESS	200	\$.0129 \$.069	0%	0%
X70CX	X700 CREO CX	\$	-	0%	0%
X70EFI	BUSTLED EFI	\$	-	0%	0%
X70EX2	X700 EX PRINT SRVR	\$	-	0%	0%
X70FFSPRO	X700 FREEFLOW SVR	\$	-	0%	0%
NWT	FREEFLOW VI SW&LIC		40	0%	0%
VIGROUPB	FF VI INTERPRETER		90	0%	0%
X70FFIPDS	IPDS		125	0%	0%
X70GBC	X700 GBC PUNCH		55	0%	0%
X70SQFOLD	X700 SQ FLD TRIMMR		50	0%	0%
XSISED5D	RHD EXTRA DRIVE		30	0%	0%
XSISRH5D	RHD INSTALL KIT		60	0%	0%
CXP50	CREO SERVER	\$	-	0%	0%
DC5000AP	DC5000AP	300	\$.0129 \$.059	0%	0%

DC5KFFPS	DC5000AP FRFLW SVR	\$ -	0%	0%
EX5000AP	DC5000AP EFI SRVR	\$ -	0%	0%
ABU	HIGH CAP STACKER	100	0%	0%
ABV	COMMON STACK STPLR	100	0%	0%
DC5APIPDS	IPDS FOR DC5000AP	200	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%
XSISED7C	RHD EXTRA DRIVE	30	0%	0%
XSISRH7C	RHD INSTALL KIT	60	0%	0%
CX8002LG	CREO COLOR SRVR	\$ -	0%	0%
DC7002LG	DOCUCOLOR 7002LG	300 \$.0129 \$.059	0%	0%
DC8002LG	DOCUCOLOR 8002LG	300 \$.0129 \$.059	0%	0%
DC8K2FFPS	FREEFLW COLOR SVR	\$ -	0%	0%
EX8002LG	EFI COLOR SERVER	\$ -	0%	0%
ABU	HIGH CAP STACKER	100	0%	0%
ABV	COMMON STACK STPLR	100	0%	0%
DC8KBIND	GRADCO TAPE BIND	100	0%	0%
DC8LGIPDS	IPDS-DC7002/DC8002	200	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%
XSISED7D	RHD EXTRA DRIVE	15	0%	0%
XSISRH7D	RHD INSTALL KIT	30	0%	0%
XC800	XEROX COLOR 800	950 \$.0099 \$.047 \$.01	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%
XC10BOOK	BOOKLET MAKER FNSH	50	0%	0%
XC10BOOK2	BOOKLT MAKR FINSHR	50	0%	0%
XC10FIN	STD FINISHER	50	0%	0%
XC10FIN2	STD FINISHER	50	0%	0%
XC10GBC	GBC PUNCH	75	0%	0%

XC10HCS	HIGH CAP STACKER	50	0%	0%
XC10HCS2	HIGH CAP STACKER	50	0%	0%
EX1000	FIERY PRINT SERVER	\$ -	0%	0%
FFPS1000	FREEFLW PRINT SVR	\$ -	0%	0%
XC1000	XEROX COLOR 1000	950 \$.0099 \$.047 \$.01	0%	0%
FFPSIPDS	FFPS IPDS	200	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%
XC10BOOK	BOOKLET MAKER FNSH	50	0%	0%
XC10BOOK2	BOOKLT MAKR FINSHR	50	0%	0%
XC10FIN	STD FINISHER	50	0%	0%
XC10FIN2	STD FINISHER	50	0%	0%
XC10GBC	GBC PUNCH	75	0%	0%
XC10HCS	HIGH CAP STACKER	50	0%	0%
XC10HCS2	HIGH CAP STACKER	50	0%	0%
IG220FFPS	FFPS SVR FOR IGEN4	\$ -	0%	0%
IG4220	IGEN4 220 PERF PRS	2200 \$.0069 \$.041 \$.016 \$.0059	0%	0%
IG4CREO	IGEN4 CREO SPIRE	\$ -	0%	0%
IG4EFI	IGEN4 EFI PRNT SVR		0%	0%
IG4FFPS	IGEN4 FF PRT SRVR	\$ -	0%	0%
IGEN4P	IGEN4 110PPM PRESS	2200 \$.0069 \$.041 \$.016 \$.0059	0%	0%
IGEN4P90	IGEN4 90PPM DIG PR	400 \$.0069 \$.075 \$.016 \$.0059	0%	0%
IGEN4PF	IGEN4 110PPM 1 FDR	2200 \$.0069 \$.041 \$.016 \$.0059	0%	0%
IG4FDRB	IGEN4 FEEDR W/BYPS	100	0%	0%

IG4FDRB2	IGEN4 FEEDR W/BYPS	100	0%	0%
IG4FIN	IGEN4 FINISH KIT	100	0%	0%
IG4HCSR	IGEN4 STACKER	100	0%	0%
IG4HCSR2	IGEN4 STACKER	100	0%	0%
IG4HCSR3	IGEN4 STACKER	100	0%	0%
IG4INSRT	IGEN4 INSRTR W/BYP	100	0%	0%
NWT	FREEFLOW VI SW&LIC	40	0%	0%
VIGROUPB	FF VI INTERPRETER	90	0%	0%
CCF490	CF490 COLOR PRNTR	4550 \$1.0108 \$1.0054	0%	0%

Customer Education and Analyst Services Prices for training and consulting services will be at the then current GSA rates

**FIXED SPREAD
RATE (In decimal
form)**

36 Month Rate	12.00
48 Month Rate	12.00
60 Month Rate	12.00
72 Month Rate	12.00
84 Month Rate	12.00

Xerox reserves the right to offer a lower spread rate at time of transaction.

VITA

**New Production Monochrome
95ppm (700,000 Monthly Duty Cycle)
700,000 Monthly Duty Cycle**

Product	DFE	Mono Spe	Color Spe	DPI	Duty Cycle	Disk Overwrite	Auto over	Disk Removal	Energy Star	Dept. Env. Other Green
	4595 FFPS	95ppm	N/A	2400x2400	500,000	Y \$995		Y \$500	Yes	
	4112 FFPS or EFI	110 ppm	N/A	2400x2400	2,000,000	Y \$995		Y \$250	Yes	
	4127 FFPS or EFI	125ppm	N/A	2400x2400	2,000,000	Y \$995		Y \$500	Yes	
	6115 FFPS	115ppm	N/A	400x600	600,000	Y \$995		Y \$500	No	
	6135 FFPS	135ppm	N/A	2400x600	€ 3,500,000	Y \$995	No Charge with DT CNT	Y \$500	No	
	6180 FFPS	180ppm	N/A	2400x600	€ 5,500,000	Y \$995	No Charge with DT CNT	Y \$500	No	
era EA 100	FFPS	100ppm	N/A	4800x600	€ 2,800,000	Y \$995	No Charge with DT CNT	Y \$500	Yes*	
era EA 120	FFPS	120ppm	N/A	4800x600	€ 3,200,000	Y	No Charge	Y \$500	Yes	
era EA 144	FFPS	144ppm	N/A	4800x600	€ 4,300,000	Y	No Charge	Y \$500	Yes	
era EA 200	FFPS	200ppm	N/A	4800x600	€ 6,000,000	Y	No Charge	Y \$500	Yes	
era EA 288	FFPS	288ppm	N/A	4800x600	€ 7,800,000	Y	No Charge	Y \$500	Yes	
DT HLC 128	FFPS	128ppm	128ppm HI	2400x600	€ 4,000,000	Y	No Charge	Y \$500	No	
DT HLC 155	FFPS	155ppm	155ppm HI	2400x600	€ 4,500,000	Y	No Charge	Y \$500	No	
DT HLC 180	FFPS	180ppm	180ppm HI	2400x600	€ 6,000,000	Y	No Charge	Y \$500	No	
era MX 100	FFPS	100ppm	N/A	4800x600	€ 2,800,000	Y	No Charge	Y \$500	Yes*	
era MX 120	FFPS	120ppm	N/A	4800x600	€ 3,200,000	Y	No Charge	Y \$500	Yes	
era MX 144	FFPS	144ppm	N/A	4800x600	€ 3,700,000	Y	No Charge	Y \$500	Yes	
era MX 200	FFPS	200ppm	N/A	4800x600	€ 6,000,000	Y	No Charge	Y \$500	Yes	
era MX 288	FFPS	288ppm	N/A	4800x600	€ 7,800,000	Y	No Charge	Y \$500	Yes	
CF495DUP	CFCNTRLI	501ppm	N/A	600x600	5,000,000	Y \$995		Y \$1,250	No	
P525DUP1	CFCNTRLI	532ppm	N/A	600x600	#####	Y \$995		Y \$1,250	No	
CF650DUP	CFCNTRLI	654ppm	N/A	600x1200	#####	Y \$995		Y \$1,250	No	

ons are not Energy Star compliant:

em in a printer-only configuration (i.e, without a scanner)

**New Production Color
50ppm (20
200,000 M
600X600 DPI**

Product	DFE	Mono Spe	Color Speed	Duty Cycle	Disk Overwrite	Auto over	Disk Removal	Energy Str	Dept. Env. Other Green
DC252		65ppm	50ppm	2400x2400	200,000		Y \$?		Yes
DC260		75ppm	60ppm	2400x2400	300,000		Y \$?		Yes
DC5000		50ppm	50ppm	2400x2400	150,000	Y \$995	Y \$?		No
700		70ppm	70ppm	2400x2400	300,000	Y \$995	Y \$?		Yes
7002	FFPS	70ppm	70ppm	2400x2400	1,000,000	Y \$995	Y \$1,250		No
8002	FFPS	80ppm	80ppm	2400x2400	1,200,000	Y \$995	Y \$1,250		No
800	FFPS	80ppm	80ppm	2400x2400	1,500,000	Y No Charge	Y \$1,250		No
1000	FFPS	100ppm	100ppm	2400x2400	1,750,000	Y No Charge	Y \$1,250		No
iGen4 90	FFPS	90ppm	90ppm	600x600	3,000,000	Y \$995	Y \$1,250		No
iGen4 110	FFPS	110ppm	110ppm	600x4800	3,750,000	Y \$995	Y \$1,250		No
iGen4 220	FFPS	220ppm	220ppm	600x4800	7,500,000	Y \$995	Y \$1,250		No
CF495DUP	CFCNTRLI	501ppm	N/A	600x600	5,000,000	Y \$995	Y \$1,250		No
P525DUP1	CFCNTRLI	532ppm	N/A	600x600	#####	Y \$995	Y \$1,250		No
CF650DUP	CFCNTRLI	654ppm	N/A	600x1200	#####	Y \$995	Y \$1,250		No

Exhibit E

Xerox Total Satisfaction Guarantees

1. **Total Satisfaction Guarantee (“Guarantee”).** If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox’s option, with Xerox Equipment with comparable features and capabilities. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. The Guarantee will be effective for 3 years after the Equipment’s installation for purchased Equipment or during the entire initial finance term for leased Equipment and only applies to Xerox-brand Equipment which has been continuously maintained by Xerox under this Agreement or a Xerox Maintenance Agreement, and is not applicable to Equipment damaged or destroyed due to an Act of God.

2. **Total Satisfaction Guarantee (“Guarantee”) – “SP Equipment”.** “SP Equipment” means any iGen, Xerox Continuous Feed Equipment, and/or Wide Format Equipment. If, during any 90 day period, the performance of the SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment’s Customer "Expectations Document", Xerox will, at your request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox’s option, with Xerox equipment with comparable features and capabilities. This Guarantee is not applicable during the first 180 days after the installation and will expire 3 years after installation unless the SP Equipment is being financed through Xerox for more than 3 years, in which event it will expire at the end of the initial finance term. This Guarantee applies only to SP Equipment that has been (a) continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement, and (b) operated at all times in accordance with the Expectations Document. This Guarantee replaces and supersedes any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

Exhibit E

Performance Standard	Measurement Tool	% Level	Remedy
Equipment Response Time	Xerox Machine Performance Report	8 hours or less	Xerox will provide Commonwealth with a credit equal to 1/30 th of monthly charge for leased equipment or 1/30 th of the monthly maintenance base charge for each day beyond 2 business days in any given month where the equipment is not available for customer use.
Equipment Uptime	Xerox Machine Performance Report	90% or better	Xerox will provide the customer the option of having the machine replaced at no charge to the Commonwealth via the total satisfaction guarantee as included in the Xerox RFP response.
Delivery of New Orders	Xerox IFA Reports and Customer Install Reports	Within 30 days	If Xerox does not deliver new orders within 30 days, Xerox will provide loaner equipment to the Commonwealth to use free of charge until order is equipment is delivered.
Billing Accuracy	Commonwealth of VA Customer Disputes – Xerox XCITE System	95%	Customer can dispute invoice and not issue payment to Xerox until Xerox responds to customer written inquiry indicating that there is sufficient documentation to support or not support the claim. Any dispute that stems from customer not submitting meter reads will not be counted as a valid dispute.

*****The above table lists the performance standards that Xerox agrees to for this contract. These standards can be negotiated on an individual basis if the Commonwealth elects to. Xerox is also willing to negotiate additional mutually agreeable performance standards with the Commonwealth in the event that Xerox is selected for contract negotiations.

ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Gerald Britt

Printed Name:

Gerald Britt

Organization:

Xerox Corporation

Date:

October 21, 2010